



Excel Academy (CA)

Regular Meeting of the Board of Directors

Published on September 4, 2026 at 1:56 PM PDT

Date and Time

Tuesday September 8, 2026 at 10:00 AM PDT

Location

Excel Academy Charter School

I

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

San Clemente Office Suites

501 N. El Camino Real, Ste 200 (Room 201)
San Clemente, CA 92672

Zoom Meeting Information:

Meeting ID: 910 0484 7339

One tap mobile: +16694449171,,91004847339# US

URL: <https://zoom.us/j/91004847339>

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

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			10:00 AM
A. Call the Meeting to Order		William Hall	1 m
B. Record Attendance		William Hall	1 m
Roll Call:			
William Hall, President			
Michael Humphrey, Vice President			
Steve Fraire, Clerk			
Susan Houle, Member			
Larry Alvarado, Member			
II. Pledge of Allegiance			
III. Approve/Adopt Agenda			10:02 AM
A. Agenda	Vote	William Hall	1 m
It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board meeting of September 8, 2026.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			

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

IV. Approve Minutes**10:03 AM**

A.	Approve Minutes	Approve Minutes	William Hall	1 m
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Minutes of the Regular Board Meeting held on August 13, 2026.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

Approve minutes for Regular Meeting of the Board of Directors on August 13, 2026

B.	Approve Minutes	Approve Minutes	William Hall	1 m
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Minutes of the Special Board Meeting held on August 20, 2026.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

Approve minutes for Special Meeting of the Board of Directors on August 20, 2026

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

	Purpose	Presenter	Time
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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	10:05 AM
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- | | | | |
|---|---------|-------------|-----|
| A. School Highlights - Presented by Heidi Gasca, Superintendent/CEO | Discuss | Heidi Gasca | 8 m |
| B. Charter Number form and California Department of Education Application - Presented by Heidi Gasca, Superintendent/CEO | Discuss | Heidi Gasca | 3 m |

VII. Consent	10:16 AM
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Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may be removed from the Consent upon the request of any member of the Board, discussed, and acted upon separately.

A. Consent - Business/Financial Services

1. Check Register - August 2026
2. Cash Payments - August 2026
3. Ratification of The Association of Personalized Learning Schools & Services (APLUS+) Membership Renewal for 2026-27
4. Approval of APLUS+ Network Conference 2026
5. Approval of Document Tracking Services (DTS) Licensing Agreement Renewal
6. Approval of SurveyMonkey Agreement
7. Approval of Irvine Office Lease with the Irvine Company LLC (Renewal)
8. Approval of the Ordering Purchase System (OPS) (Renewal)
9. Approval of McDougal Boehmer Foley Lyon Mitchell & Erickson Agreement for Legal Services for 2026-2027
10. Approval of the California Charter School Association (CCSA) Membership for 2026-2027 (Renewal)

B. Consent - Education Student/Services

1. Approval of the Pali Institute Overnight Science Camp Field Trip
2. Approval of the Imagine Edgenuity Licenses

	Purpose	Presenter	Time
3. Approval of the Curriculum Associates (iReady Assessment) Agreement (Renewal)			
4. Approval of Lexia Core 5/Power UP Literacy Subscription			
5. Approval of PresenceLearning Inc. (Renewal)			
6. Approval of Subject Technologies Inc. Subscription (Renewal)			
7. Approval of GoGuardian (Renewal)			
8. Approval of the Tutor.com (Renewal)			
9. Approval of the 2026-2027 Excel Academy Charter School English Language Development (ELD) Handbook for Families			
10. Approval of the 2026-2027 Comprehensive Safety Plan			
C. Consent - Personnel Services			
1. Approval of Certificated Personnel Report			
2. Approval of Classified Personnel Report			
3. Approval of the 2026-2027 Employee Handbook Revisions			
4. Approval of Educational Leadership Services (ELS) Agreement			
5. Approval of the Zoom Phones Purchase for Excel Academy Staff			
6. Approval of Effective School Solutions Contract			
7. Approval of Learning & the Brain Proposal			
D. Consent - Policy Development	Vote	William Hall	2 m
Approval of existing board policies revised, reviewed, and eliminated by staff for the 2026-2027 school year.			

Board Policies: Revised

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

3000 Series - Business Services

3030 - EA Credit Card Use Policy

6000 Series - Instruction

6090 - EA Curriculum Selection Policy

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

Roll Call Vote:

William Hall

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

VIII. Board Governance**10:18 AM**

- A.** Approval of the Annual Board of Directors' Self-Evaluation Vote Heidi Gasca 2 m

It is recommended that the Board approve the final Annual Board of Director's Self-Evaluation for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

- B.** Approval of Board of Directors Reappointment and Terms of Office: S. Fraire Vote Heidi Gasca 3 m

It is recommended the Board approve the reappointment of Steve Fraire and his relative term for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

- C.** Approval of Board of Directors Reappointment and Terms of Office: S. Houle Vote Heidi Gasca 3 m

	Purpose	Presenter	Time
It is recommended the Board approve the reappointment of Susan Houle and her relative term for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.			
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Susan Houle			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			

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|-----------|---------------------------|-------------|-----|
| D. | Administer Oath of Office | Heidi Gasca | 2 m |
|-----------|---------------------------|-------------|-----|

The EACS Board of Directors Manual States the Following:

It is a tradition of the Board that, prior to entering office, all Board members take an oath or affirmation.

The following oath may be administered and certified by the Superintendent/CEO and/or the Board President.

IX.	Business/Financial Services	10:28 AM
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|-----------|---|----------------|------|
| A. | Approval of Unaudited Actuals for the 2025-2026 School Year | Vote Joe Mills | 10 m |
|-----------|---|----------------|------|

It is recommended the Board approve the Unaudited Actuals for the 2025-2026 School Year for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

	Purpose	Presenter	Time
B.	Adoption of the 2026-27 Budget for Excel Academy Charter Schools	Vote	Joe Mills

It is recommended the Board adopt the budget for Excel Academy Charter Schools for the 2026-27 school year.

Fiscal Impact: *As presented*

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

C.	Approval of the 2026-27 Education Protection Account (EPA) Multi-Year Plan for Orange County	Vote	Joe Mills	5 m
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It is recommended the Board approve the Education Protection Account (EPA) Multi-Year Plan for Excel Academy Charter School-Orange County for the 2026-27 school year.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

D.	Approval of the Proposition 28 Arts & Music Grant Annual Report	Vote	Joe Mills	5 m
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It is recommended the Board approve the Proposition 28 Arts & Music Grant Annual Report for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.

Fiscal Impact: N/A

	Purpose	Presenter	Time
Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Susan Houle			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
E.	Approval of Vendor Course Instruction (VCI) Providers	Vote Joe Mills	4 m

It is recommended the Board approve the Vendor Course Instruction (VCI) Providers for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.

Fiscal Impact: Up to \$150,000 per vendor

Warner (#2053): \$69,000.00

Helendale (#2073): \$61,500.00

Orange County: \$19,500.00

Roll Call Vote:			
William Hall			
Michael Humphrey			
Steve Fraire			
Susan Houle			
Larry Alvarado			
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
F.	Approval of the Stampli Contract (Renewal)	Vote Heidi Gasca	2 m
It is recommended the Board approve the Stampli Contract Renewal for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.			

Fiscal Impact: \$50,000.00

Warner (#2053): \$23,000.00

Helendale (#2073): \$20,500.00

Orange County: \$6,500.00

Roll Call Vote:
William Hall
Michael Humphrey

	Purpose	Presenter	Time
Steve Fraire Susan Houle Larry Alvarado Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
G.	Approval of the Sage Intacct Ageement (Renewal)	Vote Heidi Gasca	2 m

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

Fiscal Impact: \$55,680.00

Warner (#2053): \$25,612.80

Helendale (#2073): \$22,828.80

Orange County: \$7,238.40

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

H.	Approval of Additional Chromebooks Purchase	Vote Heidi Gasca	2 m
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It is recommended the Board approve the additional Chromebooks purchase for 2026-2027 for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053), and Orange County.

Fiscal Impact: \$466,110.09

Warner (#2053): \$191,105.14

Helendale (#2073): \$191,105.14

Orange County: \$60,594.31

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

	Purpose	Presenter	Time
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
I. Approval of Second Additional Chromebooks Purchase	Vote	Heidi Gasca	2 m

It is recommended the Board approve the additional Chromebooks purchase for 2026-2027 for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053), and Orange County.

Fiscal Impact: \$213,319.78

Warner (#2053): \$98,127.10

Helendale (#2073): \$87,461.11

Orange County: \$27,731.57

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

X. Charter Affairs

11:10 AM

A. Approval of the Memorandum of Understanding between Excel Academy-OC and the Orange County Department of Education	Vote	Heidi Gasca	3 m
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It is recommended that the Board approve the Memorandum of Understanding between Excel Academy-OC and the Orange County Department of Education.

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
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XI. Educational Services**11:13 AM**

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|-----------|--|------|-------------|-----|
| A. | Approval of Instructure Learning Platform - Canvas | Vote | Heidi Gasca | 2 m |
|-----------|--|------|-------------|-----|

It is recommended that the Board approve Instructure Learning Platform - Canvas for Excel Academy Charter School, Helendale (#2073), Warner (#2053) and Orange County.

Fiscal Impact: \$86,960.00

Warner: \$40,001.60

Helendale: \$35,653.60

Orange County: \$11,304.80

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

- | | | | | |
|-----------|---|------|-------------|-----|
| B. | Approval of 1st Day School Supplies Boxes for 2026-2027 | Vote | Heidi Gasca | 2 m |
|-----------|---|------|-------------|-----|

It is recommended the Board approve the 1st Day School Supplies Boxes for the 2026-27 School Year for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange.

Fiscal Impact: \$72,623.62

Warner (#2053): \$33,406.87

Helendale (#2073): \$29,775.68

Orange County: \$9,441.07

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

	Purpose	Presenter	Time
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____			
C. Approval of Bright Thinker Service Licenses (Renewal)	Vote	Heidi Gasca	2 m

It is recommended the Board approve the Bright Thinker Service Licenses Renewal for 2026-2027 for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.

Fiscal Impact: \$87,500.00

Warner (#2053): \$40,250.00

Helendale (#2073): \$35,875.00

Orange County: \$11,375.00

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

D. Approval of FlexPoint Education Cloud (Renewal)	Vote	Heidi Gasca	2 m
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It is recommended the Board approve the FlexPoint Education Cloud Renewal for the 2026-2027 School Year for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.

Fiscal Impact: \$60,532.50

Warner (#2053): \$27,844.95

Helendale (#2073): \$24,818.32

Orange County: \$7,869.23

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

	Purpose	Presenter	Time
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XII. Personnel Services**11:21 AM**

- | | | | | |
|-----------|--|------|-------------|-----|
| A. | Approval of 2026-2027 Strategic Staffing Plan & Salary Schedules | Vote | Heidi Gasca | 3 m |
|-----------|--|------|-------------|-----|

It is recommended the Board approve the 2026-2027 Strategic Staffing Plan & Salary Schedules for Excel Academy Charter Schools, Helendale (#2073), Warner (#2053) and Orange County.

Fiscal Impact: As delineated on the attached plan.

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

- | | | | | |
|-----------|--|------|-------------|-----|
| B. | Approval of Superintendent/CEO Goals for 2026-2027 | Vote | Heidi Gasca | 3 m |
|-----------|--|------|-------------|-----|

It is recommended that the Board approve the Superintendent/CEO Goals for 2026-2027 presented during the Board Meeting which was held on August 13, 2026.

Fiscal Impact: N/A

Roll Call Vote:

William Hall

Michael Humphrey

Steve Fraire

Susan Houle

Larry Alvarado

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

XIII. Policy Development**11:27 AM**

- | | | | | |
|-----------|--------------------------------|------|-------------|-----|
| A. | Approval of New Board Policies | Vote | Heidi Gasca | 2 m |
|-----------|--------------------------------|------|-------------|-----|

It is recommended that the Board approve the proposed policies.

	Purpose	Presenter	Time
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Board Policies: New

4000 Series - Personnel

4115 - EA Outside Employment and Conflict of Interest Policy

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

XIV. Calendar

The next scheduled Regular Board Meeting will be held both in person and virtually on October 13, 2026.

XV. Board Comments

XVI. CEO Comments

XVII. Closing Items	11:29 AM
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A.	Adjourn Meeting	Vote	William Hall	1 m
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Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Susan Houle
Larry Alvarado
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

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

Coversheet

Approve Minutes

Section:	IV. Approve Minutes
Item:	A. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Meeting of the Board of Directors on August 13, 2026

DRAFT



Excel Academy (CA)

Minutes

Regular Meeting of the Board of Directors

Date and Time

Thursday August 13, 2026 at 11:15 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: 960 4401 9042

One tap mobile: +12532050468,,96044019042# US

URL: <https://zoom.us/j/96044019042>

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Directors Present

L. Alvarado, S. Houle, W. Hall

Directors Absent

M. Humphrey, S. Fraire

Guests Present

L. Hansen

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of Excel Academy (CA) to order on Thursday Aug 13, 2026 at 11:18 AM.

B. Record Attendance

II. Approve/Adopt Agenda

A. Agenda

S. Houle made a motion to Bill Hall.

L. Alvarado seconded the motion.

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

III. Approve Minutes

A. Minutes of the Regular Board Meeting held on June 11, 2026

S. Houle made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-11-26.

L. Alvarado seconded the motion.

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

B. Minutes of the Regular Board Meeting held on June 18, 2026

S. Houle made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-18-26.

L. Alvarado 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.

S. Houle made a motion to Bill Hall.

W. Hall seconded the motion.

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

V. Closed Session

A. Closed Session Agenda

1. CONFERENCE WITH LEGAL COUNSEL - LITIGATION

Case No. 30-2024-01430946

VI. Reconvene Regular Meeting

A. Report out any action taken in closed session.

Consensus was reached regarding case number 30-2024-01430946.

VII. Oral Presentations

A. Annual Board of Directors' Self-Evaluation

The Board of Directors reviewed the results of their self-evaluation and discussed goals for the coming school year.

B. Annual Superintendent/CEO Goals

Heidi reviewed her four goals for the 2026-2027 school year.

VIII. Consent

A. Consent - Business/Financial Services

B. Consent - Education Student/Services

C. Consent - Personnel Services

D.

Consent - Policy Development

L. Alvarado made a motion to Bill Hall.

S. Houle seconded the motion.

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

IX. Business Services

A. Approval of Harbottle Law Group Retainer Agreement

S. Houle made a motion to Bill Hall.

L. Alvarado seconded the motion.

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

X. Charter Affairs

A. Approval of Excel Academy Charter School - Irvine Appeal Petition

L. Alvarado made a motion to Bill Hall.

S. Houle seconded the motion.

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

XI. 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 11:52 AM.

Respectfully Submitted,

W. Hall

FOR MORE INFORMATION

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

Coversheet

Approve Minutes

Section:	IV. Approve Minutes
Item:	B. Approve Minutes
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Special Meeting of the Board of Directors on August 20, 2026

DRAFT



Excel Academy (CA)

Minutes

Special Meeting of the Board of Directors

Date and Time

Thursday August 20, 2026 at 10:00 AM

Location

Excel Academy Charter School

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

Zoom Meeting Information:

Dial In: +16699009128,,97643268133#

Meeting ID: 976 4326 8133

URL: <https://zoom.us/j/97643268133>

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Directors Present

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

Directors Absent

None

Guests Present

L. Hansen

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of Excel Academy (CA) to order on Thursday Aug 20, 2026 at 10:01 AM.

B. Record Attendance

All board members were present.

II. Approve/Adopt Agenda

A. Approval of Agenda for August 20, 2026 Special Meeting of the Board of Directors

M. Humphrey made a motion to Bill Hall.

L. Alvarado seconded the motion.

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

III. Consent

A. Consent Items - Business Services

B. Consent Items - Charter Affairs

C. Consent Items - Education/Student Services

D.

Consent Items - Minutes

E. Consent Items - Personnel Services

F. Consent Items - Policy Development

M. Humphrey made a motion to Bill Hall.

S. Fraire seconded the motion.

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

IV. Board Governance

A. Approval of the Excel Academy Charter School Revised Board Calendar

S. Fraire made a motion to Bill Hall.

L. Alvarado seconded the motion.

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

V. Business Services

A. Approval of the Updated Budget Allocations

L. Alvarado made a motion to Bill Hall.

S. Houle seconded the motion.

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

B. Approval of Additional Chromebooks Purchase

S. Houle made a motion to Bill Hall.

S. Fraire seconded the motion.

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

VI. Personnel Services

A. Approval of the Excel Academy Supplemental Retirement Plans - 403b and 457b

S. Houle made a motion to Bill Hall.

L. Alvarado seconded the motion.

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

B. Approval of Election to Participate in the California State Teachers' Retirement System (CalSTRS)

M. Humphrey made a motion to Bill Hall.

S. Houle seconded the motion.

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

VII. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:22 AM.

Respectfully Submitted,
W. Hall

FOR MORE INFORMATION

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

Coversheet

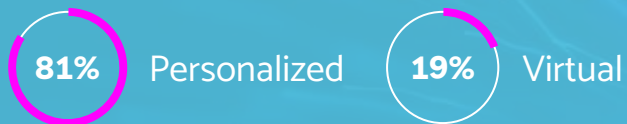
School Highlights - Presented by Heidi Gasca, Superintendent/CEO

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



Enrollment Data

Academic Path



19.8%

Enrollment increase from Sept
2025 to Sept. 2026

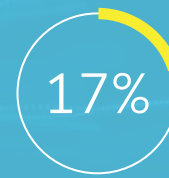
Student Count: 2,387



TK-6th
1,600 Students



7th-8th
378 Students



9th-12th
409 Students

Warner: 1,150 Students

Helendale: 952 Students

OCDE: 285 Students

• All Staff Professional Development •



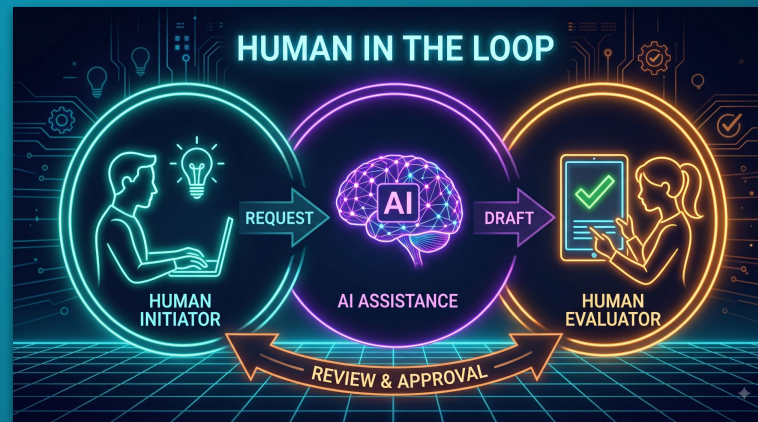
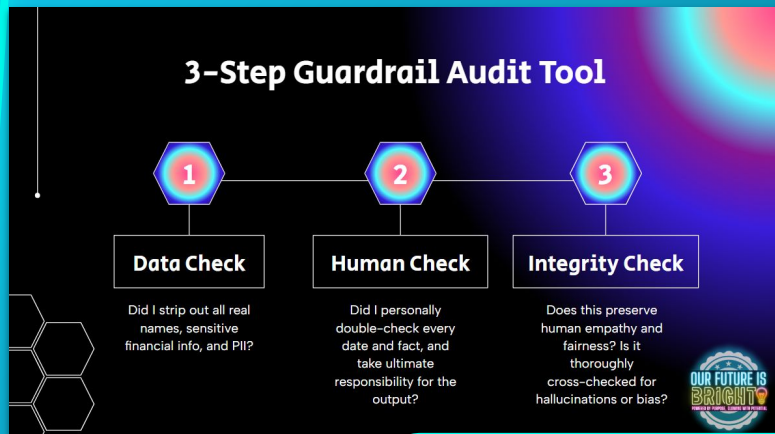
**OUR FUTURE IS
BRIGHT** 
POWERED BY PURPOSE, GLOWING WITH POTENTIAL



"Our greatest strength is our **people**.
It is the way we **show up** for kids.
It is the way we **show up** for families.
It is the way we **show up** for one another.
And now, because of the work you have done, we have
an incredible opportunity in front of us.
We are no longer **simply telling people** what
personalized learning can be.
We are showing them."

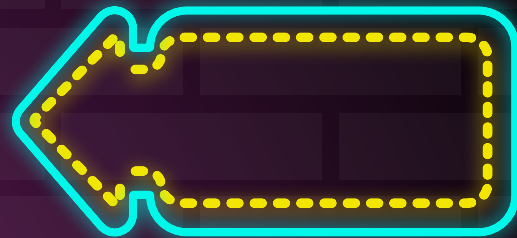


Illuminating the Guardrails



AI can generate text, summarize data, and organize schedules, but it can never **care for a child**. It can never build trust. AI is a powerful thought partner, but **humans make the decisions**

BRIGHT ADDITIONS



Spring New Hires

Joe Mills

Chief Business Officer

Jonathan Santiago

Payroll Manager

Nancy Ibrahimi

Marketing & Events Specialist

Lauren Dillard

School Counselor

Mia Cesario

Education Services Clerk

SPED & Int.

Kyra Bartlett

SPED Program Specialist

Samantha Lim

SPED TOSA

Evelyn Sanchez

Case Manager

Biana Awad

Intervention Specialist

Elementary ToRs

Aimee Allen

Alyssa Maddock

Haley Dunn

Jessica Nsofor

Lindsay Viducic

Patricia Thorne

Rylee Krepsz

Sara LaTorre

Saul Munguia

Secondary ToRs

Alex Feigin

Ashlee Park

Emily Thompson

Esmeralda Abarca

Forest Muther

Cheryl Thorne

Colleen Bailey

Melanie Labus

Priscilla Oviedo

Virtual Teachers

Olivia Lessard

Erin Sherwood

Katie Cowan

Natalie Wegman



August 13, 2026

California Department of Education
Charter Schools Division
Attention: Charter School Number
1430 N Street, Suite 5401
Sacramento, CA 95814

ADDRESS
200 Kalmus Drive
Costa Mesa, CA
92626-5922

MAIL
P.O. Box 9050
Costa Mesa, CA
92628-9050

714-966-4000
FAX 714-432-1916
www.ocde.us

ORANGE COUNTY
SUPERINTENDENT
OF SCHOOLS
Stefan Bean, Ed.D.

To Whom it May Concern:

On August 5, 2026, the Orange County Board of Education approved Excel Academy Charter Schools charter petition to operate Excel Academy Charter School – Irvine, a non-classroom based charter school as defined by California Education Code Section 47605. The approved charter term is July 1, 2026, through June 30, 2031.

If we can provide you with further information, please contact Aracely Chastain, Assistant Superintendent of Charter Schools at achastain@ocde.us or (714) 966-4377.

Sincerely,

Stefan Bean, Ed.D.
County Superintendent

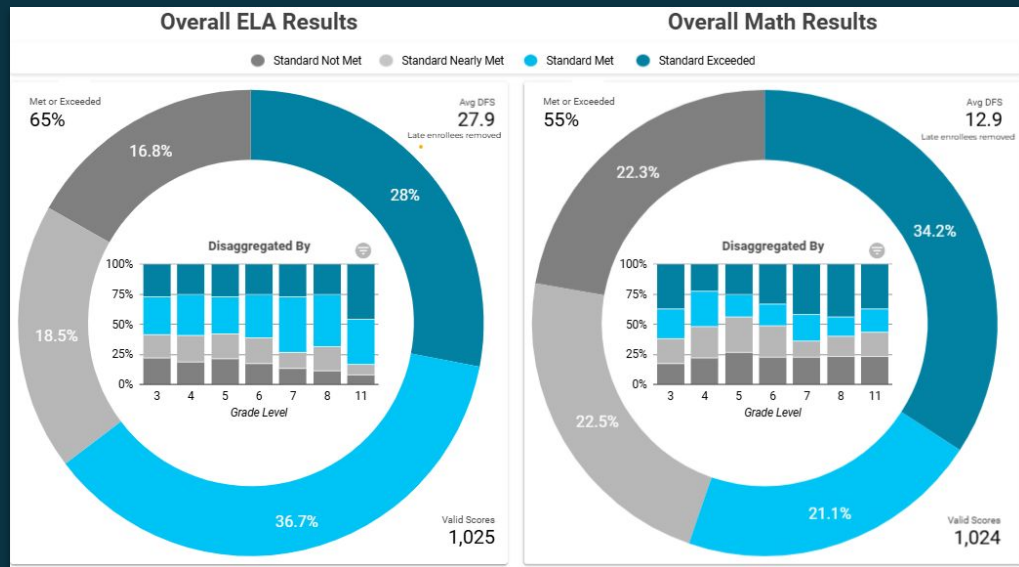
Date Signed

SB:RC

ORANGE COUNTY
BOARD OF EDUCATION
Jorge Valdes, Esq.
Mari Barke
Ken L. Williams, Jr., D.O.
Tim Shaw
Lisa Sparks, Ph.D.



Preliminary 2026 CAASPP Data



ELA

- 65% met or exceeded in ELA
- +27.9 DFS
- Improved by 4% (61% in 2025)



Math

- 55% met or exceeded in math
- +12.9 DFS
- Improved by 1% (54% in 2025)

HIGHLIGHTS

VIRTUAL PATH

- 460+ Virtual Path students enrolled!
- Launched Virtual TK
- Onboarded 4 new teachers
- Each teacher hosted a Back to School webinar
- New Canvas LMS
- Successful first Parent Webinar

ELEMENTARY

- 1,254 Elementary students enrolled
- Onboarded 9 new Teachers of Record
- Introduced Eagle Elevate Math Classes 4th-6th grade
- Already thankful for our new position of Curriculum Coordinator

SECONDARY

- 684+ Secondary students enrolled!
- Onboarded 9 new teachers
- Held NCAA webinar
- Introduced new programs at Parent Academy - 3 clubs, daily activities, and Math to Mastery quarterly JH math packets

SECONDARY ENGAGEMENT



Weekly Clubs + Academic Support

FOR STUDENTS IN GRADES 7-12

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
History Homework Help 9:00 am Drop-In	Math Homework Help 9:00 am Drop-In	Spanish Lab 9:00 am Drop-In	Chemistry Homework Help 9:00 am Drop-In	English Homework Help 9:00 am Drop-In
Teen Talk 11:45 am Drop-In	Junior High Choir 10:00 am Register or Regpack	Junior High Choir 10:00 am Register or Regpack	Junior High Music Club 12:00 pm Drop-In	
Gaming Club 12:30 pm Drop-In	Junior High Art 11:45 am Drop-In	Junior High Art 11:45 am Drop-In	Biology Homework Help 1:00 pm Drop-In	
Baking Club 1:00 pm Drop-In	Junior High Eagle Art 1:00 pm Drop-In	Sports Club 12:30 pm Drop-In	Hockey Club 1:00 pm Drop-In	
	High School Music Club 2:00 pm Drop-In or Regpack			

*Learn. Connect. Grow.
We can't wait to see you there!*

EXCEL ACADEMY BAKING CLUB

GRADES 7-12

MONDAYS
1:00 PM
via Zoom

WE MEET ONCE A SEMESTER IN-PERSON!

NEW THIS SCHOOL YEAR:



Clever

Single-sign-on platform for all students to keep login information streamlined

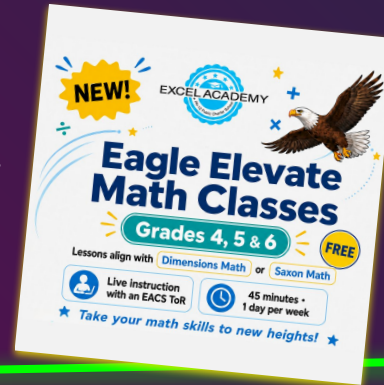


Rula

An in-network healthcare provider group enabled by technology with access over 21,000 therapy, psychiatric and mental health care resources



Supplemental math classes for 4th-6th graders taking Saxon or Dimensions Math curriculum.



STUDENT ENGAGEMENT & SUPPORT



Homerooms

Elementary TK-6

Experience connection
and a sense of belonging
with grade-level peers

- 🗓 Weekly on Zoom
- 👤 Led by EACS ToRs

SECONDARY HOMEROOMS (7TH-TH & 9TH-12TH)

CONNECT WITH PEERS.
CREATE YOUR COMMUNITY.

- 🗓 Weekly on Zoom
- 👤 Led by EACS ToRs

EACS DROP-IN CLASSES

No registration necessary--drop in as
you please!

MON

SOCIAL EMOTIONAL LEARNING (SEL)

- 🕒 10:00-10:30 AM - TK-1st
- 🕒 10:35-11:05 AM - 2nd-4th
- 🕒 11:10-11:40 AM - 5th-6th



MON

TEEN TALK (SEL)

- 🕒 11:45-12:15 PM - 7th-12th



TUES &
WEDS

ART (with Ms. Gina D'Elio)

- 🕒 10:00-10:30 AM - TK-1st
- 🕒 10:35-11:05 AM - 2nd-4th
- 🕒 11:10-11:40 AM - 5th-6th
- 🕒 11:45-12:15 PM - 7th-8th



THURS

SING-ALONG

- 🕒 10:00-10:30 AM - TK-2nd
- 🕒 10:35-11:05 AM - 3rd-6th

MUSIC CLUB

- 🕒 12:00-1:15 PM - 7th-8th



FRI

READ ALOUDS

- 🕒 10:00-10:30 AM - TK-2nd
- 🕒 10:35-11:05 AM - 3rd-6th



Eagle Art



EAGLE MUSIC

Parent Engagement



The Excel Team hosted the annual Parent Academy Live Online event for all Excel Academy Parents, with over 100 parents in attendance!

Parent Academy Live Online

August 28, 2026

9:00am-12:00pm

New & Review for the 2026-2027 School Year

Mastering the Family Hub & Ordering Guide

Student & Parent Engagement at EACS

Winning Strategies for Students

Using Routines, Spaces and Materials Like a Pro

How to Prepare for LP Meetings

Work Samples that Shine





Community Highlight

Excel Academy hosted its annual Back-to-School Events, where families were provided an opportunity to talk to local CCPs, students enjoyed crafts, a petting zoo, science demonstration, fun giveaways, and received their collector's pin and lanyard.

Across the five events, over **1000** students were in attendance!





Thank you!

Coversheet

Charter Number form and California Department of Education Application - Presented by Heidi Gasca, Superintendent/CEO

Section: VI. Correspondence/Proposals/Reports
Item: B. Charter Number form and California Department of Education
Application - Presented by Heidi Gasca, Superintendent/CEO
Purpose: Discuss
Submitted by:
Related Material: CDE Cover Letter_EACS (1).pdf
Charter School Number Form (1).pdf



ADDRESS

200 Kalmus Drive
Costa Mesa, CA
92626-5922

MAIL

P.O. Box 9050
Costa Mesa, CA
92628-9050

714-966-4000
FAX 714-432-1916
www.ocde.us

**ORANGE COUNTY
SUPERINTENDENT
OF SCHOOLS**

Stefan Bean, Ed.D.

August 13, 2026

California Department of Education
Charter Schools Division
Attention: Charter School Number
1430 N Street, Suite 5401
Sacramento, CA 95814

To Whom it May Concern:

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If we can provide you with further information, please contact Aracely Chastain, Assistant Superintendent of Charter Schools at achastain@ocde.us or (714) 966-4377.

Sincerely,

Stefan Bean, Ed.D.
County Superintendent

Date Signed

SB:RC

**ORANGE COUNTY
BOARD OF EDUCATION**

Jorge Valdes, Esq.
Mari Barke
Ken L. Williams, Jr., D.O.
Tim Shaw
Lisa Sparks, Ph.D.

California Department of Education
Charter Schools Division
Revised January 20 26

Charter School Number Form

The following two fields are for California Department of Education use only:

- Charter School Number: _____
- Numbered by the State Board of Education: _____

Instructions: Authorizing local educational agencies (LEAs) should complete and submit the Charter School Number Form to request a charter school number for a newly-approved charter petition.

Section 1. Charter School Number Request

Select the reason for requesting a charter school number as it pertains to the charter school. Please be advised that California Education Code (EC) Section 47612.7(a) provides that from January 1, 2020, to January 1, 2026, inclusive, the approval of the petition for the establishment of a new charter school, as defined by EC Section 47612.5(e)(2), is prohibited.

- ☒ 1. New petition for a charter school, as defined by EC Section 47605.
- ☐ 2. New petition for a county charter school, as defined by EC Section 47605.5.
- ☐ 3. New petition for a countywide charter school, as defined by EC Section 47605.6.
- ☐ 4. New petition for a exclusive partnership charter school, as defined by EC Section 47612.1(a).
- ☐ 5. A resource center has been operating outside of the boundaries of the authorizing LEA under a currently-approved charter school that is operating within the boundaries of its respective authorizing school district.

The charter school, on behalf of the resource center, submitted a petition to the school district in which the resource center is located to operate as its own charter school (i.e., dividing charter school), as defined by EC sections 47605.1(c)(5)(A) and 47612.7(b). The charter school under which the resource center previously operated remains in the school district in which it is located.

Provide the following information of the charter school under which the resource center previously operated:

School Name: _____

Charter School Number: _____

County-District-School Code: _____

School District: _____

County: _____

Charter School Number Form

Page 2 of 5

Section 2. Charter School Information*Complete this section as it pertains to the charter school.*1.School Name: Excel Academy-OC2.Address (known or proposed): 1 Technology Drive Ste. I-8113.City: Irvine4.County: Orange5.Zip Code: 926186.Administrator Name: Heidi Gasca7.Administrator Email: hgasca@excelacademy.education8.Administrator Phone: (949) 412-31229.Serving Students Start Date: 08/24/202610. Grade Span Offered: Tk-12

11. Instructional Type:

☐

Classroom-based (CB)

☒

Nonclassroom-based (NCB)

☐

Combination (Percent CB _____ Percent NCB _____)

12. Funding Type:

☐

Direct

☒

Local

13. Data Reporting Type:

☒

Independent

☐

Through authorizer

14. Conversion Charter School per EC Section 47605(a)(2):

☐

Yes; School name prior to conversion: _____

County-District-School code: _____

☒

No

15. Special Education Administrator Name: Lara Ulmer16. Special Education Administrator Email: lulmer@excelacademy.education17. Special Education Administrator Phone: (949) 378-135018. Special Education Local Plan Area Affiliation: Sonoma County Selpa**Section 3. Authorizing Local Education Agency Information***Complete this section as it pertains to the charter school's authorizing LEA.*1.LEA Name: OrangeCounty Department of Education2. County: Orange3.Superintendent Name: Dr. Stefan Bean

Charter School Number Form
Page 3 of 5

4. Superintendent Email: sbean@ocde.us

5. Date Petition Approved: 08/05/2026

6. Approved Charter Term: 07/01/2026 to 06/30/2031

7. Approved by a County on Appeal, per EC Section 47605(k)

☒ Yes; Denying district name: Irvine Unified School District

☐ No

8. Charter School Located within Geographical Boundaries of LEA

☒ Yes

☐ No; District where charter school is/will be located: No school building

9. Charter School Occupying District Facilities, per EC Section 47614:

☐ Yes; Per-square-foot charge to be paid to LEA (if known): _____

☒ No

Section 4. Additional Charter School Information

Complete the following subsections as they pertain to the charter school.

Exclusive Partnership

Indicate if the charter school provides instruction exclusively in partnership, per EC Section 47612.1:

☐ Federal Workforce Investment Act of 1998

☐ Federally Affiliated Youth Build Programs

☐ Federal Job Corps

☐ California Conservation Corps

☐ Instruction to Juvenile Court Pupils or Pupils in Residential Facilities

☒ Instruction Not Provided Exclusively in Partnership

Management Organization

Indicate if the charter school is operated by or affiliated with one of the following:

☐ Charter Management Organization (CMO)

☐ Education Management Organization (EMO)

☐ Other

☒ None

Charter School Number Form

Page 4 of 5

Provide the following if CMO, EMO, or Other is selected:

Name of Organization: _____

Employer Identification Number: _____

Physical Address (including city and zip code): _____

Mailing Address (including city and zip code): _____

Retirement System

Indicate the charter school's retirement system for teachers and classified staff:

- ☒ California State Teachers' Retirement System (CalSTRS)
- ☐ California Public Employees' Retirement System (CalPERS)
- ☒ Other 403c & 457b _____
- ☐ None

Section 7. Certifications

Authorizing Local Educational Agency Certification

By signing below, I hereby certify the following statements. Evidence to substantiate these statements can and will be provided upon request:

- The information provided in this document is true and correct.
- The authorizing LEA's governing board has reviewed and approved the charter petition pursuant to relevant *EC* and *California Code of Regulations*, Title 5 sections in their entirety.
- This document serves as official written notice, as per *EC* Section 47605(j), of the approval for the proposed charter school to operate.



Authorizing LEA Superintendent Signature

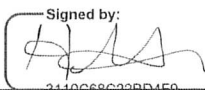
8/24/26

Date

Administrator Certification

By signing below, I hereby certify the following statements. Evidence to substantiate these statements can and will be provided upon request:

- The information provided in this document is true and correct.
- The charter petition set forth offers a unique educational program that meets the needs of the students within the authorizing district's geographical jurisdiction.
- The charter petition complies with all requirements pursuant to *EC* sections 47605(a) and 47605.1.

Signed by: 

3110C68C22BD4F9...

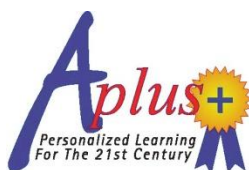
Administrator Signature

Date

Coversheet

Consent - Business/Financial Services

Section: VII. Consent
Item: A. Consent - Business/Financial Services
Purpose:
Submitted by:
Related Material: APLUS__Standard_Contract_Excel_Academy_2627.docx__1_.pdf
APLUS__Invoice_Excel_Academy_2627.docx.pdf
DTS_Renewal_Invoicecv2_26-27.pdf
DTS_Renewal_License_26-27.pdf
SurveyMonkey_Agreement.pdf
FY27_Irvine_EACS_Office_Lease.pdf
OPS_Excel_Service_Agreement_26-27.pdf
McDougal_Contract.pdf
CCSA_Membership_Agreement_CMO.pdf
CCSA_Membership_Invoice_CMO_Standard.pdf
08.26.26 Semi Monthly Cash Requirement Report - No EIN.pdf
08.26.26 Monthly Cash Requirement - No EIN.pdf
08.10.26 Semi Monthly Cash Requirement - No EIN.pdf
August Semi Monthly & Monthly CHECK REGISTER TOTALS.docx.pdf
Business Services BUS 9.8.pdf



the Association of Personalized Learning Schools & Services

Every Child's Learning is Personal

CONTRACT SERVICES AGREEMENT

SERVICES OF CONTRACTOR

Jeff Rice, Director, and doing business as *APLUS+*, the Association of Personalized Learning Schools & Services (“Contractor”), hereby enters into an Independent Contractor Services Agreement with

Excel Academy (“Client”) and agrees to perform the services described in Exhibit “A” (the “Services”) attached to this Agreement.

Contractor will determine the method, details, and means of performing the Services.

Contractor may, at Contractor’s own expense, use employees or other subcontractors to perform the Services under this Agreement.

COMPENSATION

Client agrees to pay Contractor \$ 14,750.00 * _____ for the Services, as set forth below. See APLUS+ Menu of Services and *APLUS+* Fee Schedule and Terms attached as Exhibit “A” and incorporated by reference into this Agreement.

Contractor shall be responsible for all expenses incurred in association with the performance of the Services.

TERM OF AGREEMENT

This Agreement will become effective on (date) July 1, 2026.

This Agreement is in effect for the duration of the 2026-2027 school year, scheduled to end on June 30, 2027, and will terminate on the completion of the Services or until terminated as set forth below. See APLUS+ Menu of Services. (Exhibit “A.”).

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

Should either party default in the performance of this Agreement or materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the notice, or

APLUS+ CONTRACT SERVICES AGREEMENT

Page 2

five (5) days from mailing of the notice, whichever occurs first. For the purposes of this section, material breach of this Agreement shall include but not be limited to the following:

1. Nonpayment of compensation by Client after twenty (20) days written demand for payment.

This Agreement terminates automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; or (c) death of either party.

RELATIONSHIP OF THE PARTIES

Contractor enters into this agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor look to Client as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to Client's employees including worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, worker's compensation for any Contractor employee engaged during the term of this agreement, or other insurance as well as licenses and permits usual or necessary for performing the Services.

Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation pursuant to this agreement. Contractor indemnifies Client for any claims, losses, costs, fees, liabilities, damages or injuries suffered by Client arising out of Contractor's failure to pay this specific tax obligation.

Consistent with this requirement, Contractor may represent, perform services for, or be employed by any additional persons, or companies as Contractor sees fit.

REPRESENTATIONS AND INDEMNITIES

Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of Client. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from Client. Contractor shall have sole discretion and control of Contractor's services and the manner in which performed.

Contractor and Client shall and do hereby indemnify, defend and hold harmless each other, and their officers, directors, and shareholders from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that either party may incur or suffer that result from, or are related to any breach or failure of either party to perform any of the representations, warranties and agreements contained in this Agreement.

APLUS+ CONTRACT SERVICES AGREEMENT

Page 3

Contractor further agrees to maintain a general liability insurance policy in the minimum amount of \$1,000,000 to cover any negligent acts committed by Contractor or Contractor's authorized employees or authorized agents, if any, during the performance of the Services.

OWNERSHIP OF INTELLECTUAL PROPERTY

Contractor agrees that all designs, plans, reports, specifications, drawings, schematics, prototypes, models, inventions, and all other information and items provided to Contractor by Client during the course of this Agreement and arising from the Services ("New Developments") shall be and are assigned to Client as its sole and exclusive property. On Client's request, Contractor agrees to assist Client, at Client's expense, to obtain patents or copyrights for such New Developments provided by Client to Contractor, including the disclosure of all pertinent information and data, the execution of all applications, specifications, oaths, and assignments, and all other instruments and papers which Client shall deem necessary to apply for and to assign or convey to Client, its successors and assigns or nominees, the sole and exclusive right, title and interest in such New Developments. Contractor is not obligated to provide legal services to assist Client to obtain patents or copyrights. Contractor agrees to obtain or has obtained written assurances from its employees and contract personnel of their agreement to these terms with regard to Proprietary Information and New Developments.

The written, printed, graphic, or electronically recorded materials furnished by Client for use by Contractor are Proprietary Information and the property of Client. Proprietary Information also includes, but is not limited to, specific customer requirements, customer and potential customer lists, including information concerning Client's employees, agents or divisions, and pricing information.

Contractor will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information or confidential information or know-how belonging to Client, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On termination of Contractor's services to the Client, or at the request of Client before termination, Contractor shall deliver to Client all material in Contractor's possession relating to Client's business. The obligations concerning Proprietary Information extend to information belonging to customers and suppliers of Client about whom Contractor may have gained knowledge as a result of performing the Services.

Contractor shall not, during the term of this Agreement and for a period of two (2) years immediately following the termination of this Agreement, or any extension of it, for any reason, either directly or indirectly call on, solicit, or take away any of Client's customers or potential customers about whom Contractor became aware as a result of Contractor's Services to the Client, either for Contractor or for any other person or entity.

APLUS+ CONTRACT SERVICES AGREEMENT
Page 4

MISCELLANEOUS PROVISIONS

The attached APLUS+ Menu of Services and Fee Schedule and Terms (Exhibit A) is incorporated by reference and a part of this Agreement. Miscellaneous adjustments and/or provisions to this Agreement are as follows:

*Membership fee reflects a \$250 early payment discount from the standard membership Azure level fee of \$15,000 based on the current student enrollment of 1922 students if paid in full no later than May 29, 2026.

Notices and or demand shall be sent to each party at the following addresses until further notified in writing.

Contractor Contact Information:

Jeff Rice, Director
APLUS+
18820 Lodestone Court
Penn Valley, CA. 95946

Client Contact Information:

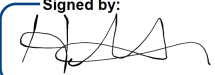
Heidi Gasca
1 Technology Drive, Ste I-811
Irvine, CA 92618

The foregoing is agreed to by:



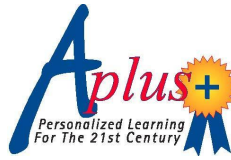
Dated: 04/06/26_____

Contractor

Signed by:

3110C68C22BD4E9

Dated: 4/7/2026 | 12:13 PM PDT

Client



the Association of Personalized Learning Schools & Services

Every Child's Learning is Personal

Jeff Rice, Founder/Director
18820 Lodestone Court, Penn Valley, CA. 95946
Voice: 530.432.3609; Fax: 530.432.3610
Email: jeffrice@jps.net; Tax ID #567-84-5112

INVOICE

#04062604

Date: April 6, 2026

To:
Heidi Gasca/Lauren Hansen
Excel Academy
1 Technology Drive, Ste. I-811
Irvine, CA. 92618

Amount Due: \$14,750.00 *

(The sum fourteen thousand seven hundred fifty dollars)

*Membership fee reflects a \$250 early payment discount from the standard membership Azure level fee of \$15,000 based on the current student enrollment of 1922 students if paid in full no later than May 29, 2026.

Terms:

Payment is due no later than May 29th, 2026 in order to qualify for the \$250 early payment discount.

Summary of services provided:

Jeff Rice, doing business as APLUS+ shall provide an array of standard membership community awareness, consulting, networking, communications information, promotion, and public relations services to Excel Academy charter schools for the duration of the 2026-2027 school year as described in APLUS+ contract agreement and supplements.

Please make checks payable to APLUS+



January 30, 2026

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

Re: Document Tracking Services

INVOICE #9261804

Pursuant to the licensing agreement between Excel Academy Charter Schools and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [7/1/26 to 6/30/27]: 2 Charter Schools	\$550
--	-------

Total Balance Due:	\$550
---------------------------	--------------

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
1601 India Street, 503
San Diego, CA 92101
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)



LICENSE AGREEMENT

This Agreement effective **July 1, 2026**, is made and entered into by **Excel Academy Charter Schools** ("Licensee") and Document Tracking Services ("DTS") as Licensors, each a "Party" and collectively the "Parties".

1. Scope of Agreement

- 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
- 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.

2. License and Right to Use. DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

- 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
- 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

3. Internet Areas. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.

4. Term of License. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.

5. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

6. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.

7. Security of Data. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.

- 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

8. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.



- 9. Customer Service.** DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.
- 10. Fees.**
 - 10.1 Licensee shall pay a fee of **\$550.**
 - 10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0.**
 - 10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
 - 10.4 DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- 11. Warranty.**
 - 11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
 - 11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.



12. Liability.

- 12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.
- 12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

13. Choice of Law and Venue. This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

14. Severability. If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

15. Definitions.

- 15.1 Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

- 15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

16. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
1601 India Street, 503
San Diego, CA 92101
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: January 30, 2026

Licensee

By: _____

Date: _____

Excel Academy Charter Schools



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2026 School Accountability Report Card (CDE Template)
2. 2026 School Plan for Student Achievement (CDE Template)
3. 2026 Comprehensive School Safety Plan (Custom Template)
4. 2026 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.



Order Form

Order ID: Q-205857
SM contracting entity: SurveyMonkey Inc.
FEIN: 37-1581003

Date Prepared: February 5, 2026
Prepared by: Matthew Wood
Offer expires: February 6, 2026

Customer Details

Organization name:	Excel Academy Charter School	Billing contact name:	Excel Academy Accounts Payable
Business contact name:	Heidi Gasca	Billing email:	accounts payable@excelacademy.education
Business contact email:	hgasca@excelacademy.education	Billing phone:	(949) 387-7822
Business contact phone:	(949) 387-7822	Billing address:	1 Technology Dr, Ste I-811, Irvine, CA 92618, United States
Business address:	1 Technology Dr, Ste I-811, Irvine, CA 92618, United States		

Order Details

Subscription Start Date:	February 12, 2026	Term (In Months):	12
Subscription End Date:	February 11, 2027	Invoice Schedule:	Annual
Currency:	USD	Payment Terms:	Net 30

Subscription Products:

Product Name	Product Attributes	QTY	Sale Price	Total Product Price
SurveyMonkey Enterprise Pro	Annual subscription includes access to Enterprise platform for 5 power users, and 100K responses. Power users can access all Enterprise Pro features. User/Response overages are charged at list price of Additional User/Response Bundles, at time of overage	1	6,700	6,700
SurveyMonkey Enterprise - SMS Response Collection Add-On	Annual subscription to 10,000 SMS Credits. Requires an Enterprise seat. Credits are non-refundable and expire time of Enterprise contract or upon usage of all credits, whichever comes first.	1	3,300	3,300
Total:				USD 10,000.00

Subtotal:	USD 10,000.00
Estimated Tax:	USD 0.00
Total:	USD 10,000.00

Payment can be made via ACH/Wire. If your invoice total is \$50,000 USD (or the equivalent value in the currency of the invoice) or less you may pay via credit card. Please note a non-refundable 2.9% processing fee will be applied to all payments made using credit cards. This fee includes all applicable taxes.

Terms

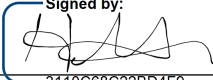
This Order Form and the products and services ordered hereunder are subject to and form part of the Governing Services Agreement located at <https://www.surveymonkey.com/mp/legal/gsa/> ("GSA"). This Order Form is effective when signed by all parties.

Fees at Renewal: Fees for each renewal term will increase by seven percent (7%) over the immediately preceding term (exclusive of sales tax).

Signatures

CUSTOMER

Signature:

Signed by:

3110C68C22BD4F9...

Name:

Heidi Gasca

Title:

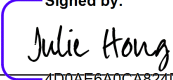
Superintendent

Date signed:

February 5, 2026

SURVEYMONKEY

Signature:

Signed by:

4D0AE6A0CA824D1...

Name:

Julie Hong

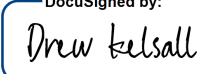
Title:

Manager, Revenue Accounting

Date signed:

February 5, 2026

Legal approved by:

DocuSigned by:

FFC6E538B144434...

Name:

Drew Kelsall

Date signed:

February 5, 2026

FIRST AMENDMENT TO LEASE

I. PARTIES AND DATE.

This First Amendment to Lease ("**Amendment**") dated May 31, 2024, is by and between **IRVINE SPECTRUM PORTFOLIO LLC**, a Delaware limited liability company ("**Landlord**"), and **EXCEL ACADEMY CHARTER SCHOOLS**, a California non-profit corporation ("**Tenant**").

II. RECITALS.

On September 23, 2019, Landlord and Tenant (formerly known as Community Collaborative Charter School, a California non-profit corporation) entered into a lease ("**Lease**"), for approximately 2,424 rentable square feet of space in a building located at 1 Technology Drive, Bldg. I, Suite I811, Irvine, California ("**Premises**").

Landlord and Tenant each desire to modify the Lease to extend the Term, adjust the Basic Rent, and make such other modifications as are set forth in "III. MODIFICATIONS" next below.

III. MODIFICATIONS.

A. Basic Lease Provisions. The Basic Lease Provisions are hereby amended as follows:

1. Item 5 is hereby deleted in its entirety and the following substituted in lieu thereof:

“5. **Lease Term:** The Term of this Lease will expire on November 30, 2027.”

2. Item 6 is hereby amended by adding the following:

Months of Term or Period	Monthly Rate Per Square Foot	Monthly Basic Rent
12/1/24 to 11/30/25	\$1.55	\$3,757.20
12/1/25 to 11/30/26	\$1.61	\$3,902.64
12/1/26 to 11/30/27	\$1.67	\$4,048.08

Notwithstanding the above schedule of Basic Rent to the contrary, as long as Tenant is not in Default (as defined in Section 14.1 of the Lease) under the Lease, Tenant will be entitled to an abatement of Basic Rent in the aggregate amount of \$5,635.80 (i.e., \$1,878.60 per month) (the “**First Amendment Abated Basic Rent**”) for the period commencing December 1, 2024 and ending February 28, 2025 (the “**First Amendment Abatement Period**”). In the event of a Default at any time during the portion of the Term extended herein, all First Amendment Abated Basic Rent will immediately become due and payable. The payment by Tenant of the First Amendment Abated Basic Rent in the event of a Default will not limit or affect any of Landlord's other rights, pursuant to the Lease or at law or in equity. Only Basic Rent will be abated during the First Amendment Abatement Period and all other Rent specified in the Lease will remain as due and payable.

3. Effective as of December 1, 2024, Item 7 will be deleted in its entirety and the following substituted in lieu thereof:

“7. Expense Recovery Period: Every twelve-month period during the Term (or portion thereof during the first and last Lease years) ending June 30.”

B. Operating Expenses. Effective as of December 1, 2024, **Exhibit B** to the Lease will be deleted in its entirety and **Replacement Exhibit B** attached hereto substituted in lieu thereof.

C. Parking. Notwithstanding anything to the contrary contained in the Lease, Tenant will continue to be entitled to up to 10 parking spaces at no additional charge to Tenant during the Term ending November 30, 2027.

D. Acceptance of Premises. Tenant acknowledges that the lease of the Premises pursuant to this Amendment will be on an “as-is” basis without further obligation on Landlord’s part as to improvements whatsoever.

E. Tender. The Lease is hereby amended by adding the following to Section 10.2:

“Tenant will tender any action or proceeding for which it has indemnification obligations under this Lease to its insurer, and request coverage for its indemnity obligations to Landlord. If Tenant is obligated to indemnify Landlord under this Lease, Tenant will accept any tender of defense of any action or proceeding for which it has indemnifications under this Lease in which Landlord is named or made a party, within 14 days of the tender and will, notwithstanding any allegations of sole negligence or

willful misconduct on the part of Landlord, defend Landlord as provided herein until a final determination of Landlord's sole negligence or willful misconduct is made. For purposes of this Section 10.2, "**Landlord**" includes Landlord and Landlord's directors, officers, shareholders, members, agents and employees. Tenant's obligations under this Section 10.2 will survive the termination of this Lease."

F. Tenant's Insurance. The following will be added to the end of **Exhibit D** to the Lease:

4. VENDORS' AND CONTRACTORS' INSURANCE. If Tenant hires any vendor or contractor to complete work on the Premises; Tenant will cause such vendor or contractor to comply with the following insurance requirements:

A. Commercial general liability insurance with coverage limits of not less than \$1,000,000 combined single limit for bodily injury, personal injury, death and property damage liability per occurrence or the current limit carried by vendor or contractor, whichever is greater,

B. Worker's compensation coverage as required by law, including employer's liability coverage with a limit of not less than \$1,000,000 each employee, each accident and each disease.

C. Vendor or Contractor and its insurer(s) providing the insurance coverages described in this Section 4 Parts A, and B above, will waive any and all rights of recovery against Landlord and all entities controlling, controlled by, or under common control with Landlord, together with their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors.

D. The commercial general liability insurance policy required in Section 4 Part A, will name Landlord and all entities controlling, controlled by, or under common control with Landlord, together with their respective owners, shareholders, partners, members, divisions, officers, directors, employees, representatives and agents, and all of their respective successors as additional insured for both operations and product completed operations coverage. Such coverage will be primary and non-contributory to any insurance or self-insurance carried by Landlord and all entities controlling, controlled by, or under common control with Landlord.

IV. **GENERAL.**

A. Effect of Amendment. The Lease will remain in full force and effect and unmodified except to the extent that it is modified by this Amendment.

B. Entire Agreement. This Amendment embodies the entire understanding between Landlord and Tenant with respect to the modifications set forth in "III. MODIFICATIONS" above and can be changed only by a writing signed by Landlord and Tenant.

C. Defined Terms. All words commencing with initial capital letters in this Amendment and defined in the Lease will have the same meaning in this Amendment as in the Lease, unless they are otherwise defined in this Amendment.

D. Corporate and Partnership Authority. If Tenant is a corporation or partnership, or is comprised of either or both of them, each individual executing this Amendment for the corporation or partnership represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation or partnership and that this Amendment is binding upon the corporation or partnership in accordance with its terms.

E. Counterparts; Digital Signatures. If this Amendment is executed in counterparts, each is hereby declared to be an original; all, however, will constitute but one and the same amendment. This Amendment may be executed in one or more counterparts, each of which will constitute an original and all of which will be one and the same agreement. The parties expressly agree that one or each of the parties may execute and deliver this Amendment electronically using a certificate-based electronic signature and delivery software service approved and initiated by Landlord that provides an audit trail and method for authenticating signers (the "**Approved Service**"). The Approved Service will have the same legal effect as a handwritten signature and will be admissible evidence of the parties' mutual intent to be legally bound by this Amendment. The parties declare that they have received all of the information required to be fully aware of the certificate-based electronic signature software process and each party hereby waives any claim which it may have against the enforceability of this Amendment based on the use of the Approved Service.

F. California Certified Access Specialist Inspection. Pursuant to California Civil Code § 1938, Landlord hereby states that the Premises have not undergone inspection by a Certified Access Specialist (CASP) (defined in California Civil Code § 55.52(a)(3)). Pursuant to Section 1938 of the California Civil Code, Landlord hereby provides the following notification to Tenant: “A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASP inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASP inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASP inspection, the payment of the fee for the CASP inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises.”

G. Brokers. Article 18 of the Lease is amended to provide that the parties recognize the following parties as the brokers who negotiated this Amendment, and agree that Landlord will be responsible for payment of brokerage commissions to such brokers pursuant to its separate agreements with such brokers: Irvine Management Company (“**Landlord’s Broker**”) is the agent of Landlord exclusively and Lee & Associates / Anaheim, (“**Tenant’s Broker**”) is the agent of Tenant exclusively. By the execution of this Amendment, each of Landlord and Tenant hereby acknowledge and confirm (a) receipt of a copy of a Disclosure Regarding Real Estate Agency Relationship conforming to the requirements of California Civil Code 2079.16, and (b) the agency relationships specified herein, which acknowledgement and confirmation is expressly made for the benefit of Tenant’s Broker. If there is no Tenant’s Broker so identified herein, then such acknowledgement and confirmation is expressly made for the benefit of Landlord’s Broker. By the execution of this Amendment, Landlord and Tenant are executing the confirmation of the agency relationships set forth herein. The warranty and indemnity provisions of Article 18 of the Lease, as amended hereby, will be binding and enforceable in connection with the negotiation of this Amendment.

V. EXECUTION.

Landlord and Tenant executed this Amendment on the date as set forth in “I. PARTIES AND DATE.” above.

LANDLORD:

IRVINE SPECTRUM PORTFOLIO LLC,
a Delaware limited liability company

DocuSigned by:
By: *Steven M. Case*
F0A456843C05499...

Steven M. Case
Executive Vice President
Office Properties

DocuSigned by:
By: *Holly McManus*
9120625CE2154B1...

Holly McManus
Regional Vice President, Operations
Office Properties

DS
ES

TENANT:

EXCEL ACADEMY CHARTER SCHOOLS,
a California non-profit corporation

DocuSigned by:
By: *Heidi Gasca*
3110C68C22BD4F9...
Heidi Gasca
CEO

DocuSigned by:
By: *Joe Sorrrera*
BFE68E85EEA546B..
Joe Sorrrera
CFO

(f) The term “**Operating Expenses**” will mean and include all Project Costs, as defined in Section (g) below, and Property Taxes, as defined in Section (h) below.

(g) The term “**Project Costs**” will mean all expenses of operation, management, repair, replacement and maintenance of the Building and the Project, including without limitation all Common Areas (as defined in Section 6.2 of the Lease), and will include the following charges by way of illustration but not limitation: water and sewer charges; insurance premiums, deductibles, or reasonable premium equivalents or deductible equivalents should Landlord elect to self-insure any risk that Landlord is authorized to insure hereunder; license, permit, and inspection fees; light; power; window washing; trash pickup; janitorial services to any interior Common Areas; heating, ventilating and air conditioning; supplies; materials; equipment; tools; reasonable fees for consulting services; access control/security costs, inclusive of the reasonable cost of improvements made to enhance access control systems and procedures; establishment of reasonable reserves for replacement of the roof of the Building; costs incurred in connection with compliance with any laws or changes in laws applicable to the Building or the Project; the cost of any capital improvements or replacements (other than tenant improvements for specific tenants) to the extent of the amortized amount thereof over the useful life of such capital improvements or replacements (or, if such capital improvements or replacements are anticipated to achieve a cost savings as to the Operating Expenses, any shorter estimated period of time over which the cost of the capital improvements or replacements would be recovered from the estimated cost savings) calculated at a market cost of funds, all as determined by Landlord, for each year of useful life or shorter recovery period of such capital expenditure whether such capital expenditure occurs during or prior to the Term; costs associated with the maintenance of an air conditioning, heating and ventilation service agreement, and maintenance of any communications or networked data transmission equipment, conduit, cabling, wiring and related telecommunications facilitating automation and control systems, remote telecommunication or data transmission infrastructure within the Building and/or the Project, and any other maintenance, repair and replacement costs associated with such infrastructure; capital costs associated with a requirement related to demands on utilities by Project tenants, including without limitation the cost to obtain additional voice, data and modem connections; labor; reasonably allocated wages and salaries, fringe benefits, and payroll taxes for administrative and other personnel directly applicable to the Building and/or Project, including both Landlord’s personnel and outside personnel; any expense incurred pursuant to Sections 6.1, 6.2, and 7.2 and **Exhibits C and F** of the Lease; and reasonable overhead and/or management fees for the professional operation of the Project. It is understood and agreed that Project Costs may include competitive charges for direct services (including, without limitation, management and/or operations services) provided by any subsidiary, division or affiliate of Landlord.

(h) The term “**Property Taxes**” will include any form of federal, state, county or local government or municipal taxes, fees, charges or other impositions of every kind (whether general, special, ordinary or extraordinary) related to the ownership, leasing or operation of the Premises, Building or Project, including without limitation, the following: (i) all real estate taxes or personal property taxes levied against the Premises, the Building or Project, as such property taxes may be reassessed from time to time; and (ii) other taxes, charges and assessments which are levied with respect to this Lease or to the Building and/or the Project, and any improvements, fixtures and equipment and other property of Landlord located in the Building and/or the Project, (iii) all assessments and fees for public improvements, services, and facilities and impacts thereon, including without limitation arising out of any Community Facilities Districts, “Mello Roos” districts, similar assessment districts, and any traffic impact mitigation assessments or fees; (iv) any tax, surcharge or assessment which will be levied in addition to or in lieu of real estate or personal property taxes, and (v) taxes based on the receipt of rent (including gross receipts or sales taxes applicable to the receipt of rent), and (vi) costs and expenses incurred in contesting the amount or validity of any Property Tax by appropriate proceedings. Notwithstanding the foregoing, general net income or franchise taxes imposed against Landlord will be excluded.

Client: Excel Academy
Contact: Nicole Tanner
Address: 1 Technology Dr., Bldg I-811, Irvine, CA 92618
Phone: 949-742-2399
Date: 4/1/2026
Number: EA-OPS2627
Revision: Original
Service: OPS 26 Annual Subscription 2026-2027

Description

Online Purchasing/Student Accounting System for (Client) Excel Academy

Goals and Scope of Services

Online Purchasing System (OPS 26)

Staff Resources / OPS 26: This application is a sophisticated financial tool that enables school administrators to devolve many purchasing and accounting functions down to the individual student level. The application fosters local empowerment and accountability, while allowing administrators to track and manage the entire purchasing process. Security is of the utmost importance as the application can house sensitive identification and demographic information about students and teachers.

The “Teacher Resources” section allows teachers to request resources and instructional tools on behalf of individual students. It enables administrators to approve requests and oversee the allocation of funds for all students.

System Overview

Password protected login to the system is required. Users of the system have the ability to change their own login password. The Client’s system administrator has total control over all Teacher, VCI Vendor, Parent, and Admin login credentials and account permissions. It is the Client’s responsibility to distribute and manage these.

The System Permits Four Levels of Access:

1. Administrator
2. Teacher
3. Parent (optional custom feature allowing parents to enter requests on behalf of their own children)
4. VCI Vendor (optional custom feature to provide Vendor Course Instructors (VCI) a paperless invoicing process)

Administrator Access:

Administrators with full permissions have the ability to approve and process all orders as well as access, update, or add Teacher, Vendor, and Admin accounts. They also have the ability to create orders for any Student account and manually adjust student budgets. Administrators have control over users’ access.

Teacher Access:

Teachers can access orders, demographic/enrollment information and EU balances only for their own students, both active and inactive. However, they can only make order requests for active students. They can also access vendor demographic information and parent login credentials. Vendor demographic information and online purchasing is available at the Teacher access level, although approval and processing of all orders remains at the Administrator level.

Parent Access: *(optional)*

Parent Resources can access demographic and enrollment information and EU allocation and balances for their own Student(s). Vendor demographic information and online purchasing is available at the Parent Access level. Parent requests automatically alert the Teacher, add a note that the order was requested by the Parent, and begin at the Pre-Pending order status. Once Teachers advance these orders from Pre-Pending to Pending, the approval and processing can begin at the Administrator level.

VCI Vendor Login: *(optional)*

The objective of the Vendor Login feature is to eliminate emailing, mailing, or faxing paper or PDF POs and invoices. The whole process becomes electronic. OPS intends to set up Client with the Vendor Login area and provide training, but it will be the Client's responsibility to set and supply their VCI vendors with passwords and communicate directly with their vendors on the Vendor Login process.

Detailed Customized Reporting Available for:

- Students
- Teachers
- Parents
- Vendors
- Requests
- Purchase Orders
- EMR and VCI Catalog Items (optional add-on)
- Forms are developed based on requirements necessary for the following Order Types
 - Educational Materials and Resources (EMR)
 - Vendor Course Instructors (VCI)
 - Computer Information Systems (CIS)
 - College Courses (CC)
 - Activities
 - Catalog Items (CAT) (optional)
 - Bulk
 - Batch

The import process with live data will be handled by OPS. Forms were developed based on needs specified by existing Charter Schools using OPS. The forms are programmed with JavaScript to provide real time validation and relational field modification by user's browser before it is submitted to the OPS server.

Programming:

OPS's proprietary technology drives the secure, password protected web application to access your school's data, perform the necessary queries and calculations, keep students budgets accurate and maintain accountability of all users. OPS often adds new features and improvements based on user input at no charge.

Punchout Integrations

Set-up Steps:

1. Client will need to set up a business “Pay by Invoice” account with our Punchout Vendors for each of their school districts in OPS. We will put you in touch with an Account Representative who can guide you through the process, if one has not already been established (This process can take on week or more).
2. After Client has received all of the login credentials from the Punchout Vendors, we need to set up the account within OPS. We will add an order dropdown in the Request Form that Teachers, Administrators, and Parents will see. Additionally, we will set it up so that Administrators can send Electronic POs directly to each Punchout Vendor (Three days).

How it Works:

In the OPS Purchasing section, a Teacher (or Admin/Parent ordering on behalf of a Teacher) will select a student, then click the Punchout dropdown menu, select the Vendor, and click the order button. This will take the Teacher/Admin/Parent directly to the Punchout Vendor’s website.

Note: The first time a Teacher uses the punchout feature, they will have to set up their own personalized account and give the selected vendor a few details about themselves, (first and last name, email address, etc.) so the Vendor can provide more personalized service to each Teacher, such as keeping track of previous orders and preferences. This **MUST** be done **BEFORE** an Admin or Parent can order on the Teacher’s behalf.

After the Teacher sets up their account with the vendor, they can begin adding items to their cart on the Vendor’s website for the Student they have selected from the OPS order form. When they are ready, they can proceed to checkout and click “Submit Items for Approval.” After this happens, the user is taken back to OPS to the Pending Order Summary page for that request.

When the order request is Approved, then Processed within OPS by an Admin, a “Send Electronic PO” button will appear. When this button is pressed an electronic PO will be sent to the Vendor in an XML format. The OPS Admin should then get an approval message that the PO has been received by the Vendor. OPS keeps track of whether or not the PO has been sent, so that POs cannot be sent more than once.

After the PO is received and processed by the Vendor, the order is shipped to the address selected, then marked Received, Invoice Matched, and Paid just like other orders.

Additionally, through the Vendors’ Business portal, school Admins can check the status of their business account requests/orders and get more detailed information about their purchasing history.

Project Approach

OPS Deliverables:

- Fully functional Online Purchasing System
- Spreadsheet Templates to be completed by the Client
- Populate databases with Vendor data provided by Client
- Populate databases with current Student data imported from Client SIS
- Annual application rollover on 5/1/2027
- Archival of previous years order data upon rollover to consecutive school year
- Establish nightly SIS bridge (optional)
- Establish accounting expense item export (optional)
- Implement Vendor Login (optional)
- Facilitate Punchout Integrations (optional)
- Implement Parent Access (optional)
- Provide the Punchout Vendor contact for getting Pay by Invoice business account set-up
- Once the Punchout business accounts are established and the credentials are established, OPS intends to set up the accounts within OPS
- Provide additional support in using this new feature, and assist in troubleshooting with Punchout Vendors any issues that may occur
- One online Administrator training session
- Ongoing tech support during normal business hours

Client Deliverables:

- All downloadable documents that are to be posted, provided in digital format. Specifically in PDF or non-modifiable Word Documents
- All data needed to populate back end database in completed set up spreadsheet template provided by OPS. This includes school name, address and tax rate, vendor records, subject categories, counties, custom VCI and EMR PO text, school logo and signature image. EMR vendors can be the same across multiple schools, but VCI data is often region-specific and requires individual sets of VCI records
- Student funding calendar for the purpose of determining the allotment of educational units based on enrollment date
- Funding schedule (i.e. Initial EUs = \$400.00, 01-12-2021 EU = \$300.00)
- Client is responsible for establishing their own "Pay by Invoice" account with Punchout Vendors and to manage and train their staff accordingly

Project Steps

Vendor records, subject categories and counties served are provided directly from the Client using a provided template. Student and Teacher records are imported by means of an automated SIS importer. After all necessary information is received and implemented, the system is presented for final approval prior to going live. It is at this time that online training sessions will be conducted. Student and Teacher records would then update nightly from Client SIS export, inactivating any records with exit dates.

The system should be available for teachers to begin all ordering approximately 1 week after all their student, teacher, and vendor data is provided, or according to a revised schedule.

Travel and related expenses will be billed additionally at cost plus 20% for coordination. Additional customizations beyond the scope of this agreement will be billed at the rate of \$125.00 per hour and outlined in Change Orders that will require Client approval prior to execution.

Project Costs

Application and Database Set-up	\$ N/A
OPS 26 Annual Subscription Fee (Based on enrollment of 1943 students each @ \$ 15.68 annually)	\$ 30,466.24
SIS Bridge (Initial, non-reoccurring implementation fee)	\$ N/A
Accounting Export (Initial, non-reoccurring implementation fee)	\$ N/A
Vendor Login (Initial, non-reoccurring implementation fee)	\$ N/A
Punchout Integration Package (PIP) (Initial, non-reoccurring implementation fee)	\$ N/A
PIP Support/Maintenance Fee (Based on enrollment of 1943 students at \$1.44 annually)	\$ 2,797.92
Parent Access (PA) (Initial, non-reoccurring implementation fee)	\$ N/A
PA Support/Maintenance Fee (Based on enrollment of 1943 students at \$0.36 annually)	\$ 699.48
Total Project Cost:	\$ 33,963.64
Discount (Option A: Less 10% for Pre-paid Annual Subscription)	\$ -3,396.36
Total (Option A, Pre-paid Annual Subscription)	\$ 30,567.28
Total (Option B, Monthly Payments)	\$ 33,963.64

Due on Acceptance (Option A) \$ 30,567.28

Due on Acceptance (Option B) \$ 2,830.30 (Set-up and Implementation Fees \$ N/A + 1st month subscription \$2,830.30)

Due Monthly (Option B) \$ 2830.30

Important Note: This proposal is based on the current number of student and budget IDs in the OPS system totaling 1943 at the combined annual rate of \$17.48 ea. This agreement is for the definite term of twelve months as agreed by the parties. At the end of this Annual Service Agreement, unless other arrangements are made, the subscription will automatically renew on a month-to-month basis. The subscription fee will be based on the current number of student IDs in the OPS system in March of 2027.

Contact Information:

OPS

PO Box 126, Beaver, WA 98305

Guy Stokley, 530.265.3333, or send E-mail to guy@opslr.com

Joe Lawrence, 951.259.0716, or send E-mail to joe@opslr.com

Total Annual Subscription Cost for the Period of July 1, 2026 - June 30, 2027: \$ 33,963.64

Monthly Subscription Fee: \$ 2,830.30

This Services Agreement ("Agreement") is entered into between OPS and Client. This Agreement includes and incorporates this Proposal and the accompanying Standard Terms, as such Terms may be amended from time to time. Each Party's acceptance of this Agreement is expressly conditions upon the other's acceptance of the Terms contained in the Agreement to the exclusion of all other terms.

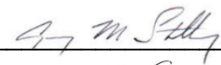
On Behalf of Client:

Name: _____

Title: _____

Date: _____ Payment Option _____

Partners on Behalf of OPS:

Guy Stokley:  _____

Sam Frangiamore:  _____

Date: 4/1/2026

SERVICES, PRICES AND PAYMENT

Upon execution of the Proposal, Client shall pay OPS a non-refundable advance of amount specified on previous page. Monthly subscription fees are due OPS on the first day of every month and/or as of the date listed therefor in the Proposal. Late payments will incur a \$20 late fee. If Client halts work or wishes to terminate this Agreement, Client agrees to pay for all work completed or hours spent, and any pre-approved out-of-pocket expenses incurred. Any prepayment or monthly fees received by OPS shall be non-refundable. For any Services requiring OPS to travel, Client agrees to reimburse OPS for its actual, reasonable travel and other out-of-pocket expenses. Client shall be responsible for any collection expenses, and for all taxes associated with the Services, except those based on OPS's net income. If Client becomes delinquent in its payments, any deliverables due to Client may be withheld until Client is current, and late fees may be charged. Upon payment therefor, any and all deliverables conceived by OPS during this engagement relative to OPS's duties under this Agreement (the "Deliverables") shall be licensed by OPS to the Client on a perpetual basis for the purpose directly listed in the Proposal and no other purpose. If OPS works on materials or documents provided by Client ("Materials"), the Materials shall belong to the party holding title thereto. Client hereby assigns any and all potential right, title, interest and claims to the Deliverables to OPS. Client shall not transfer or copy the Deliverables for delivery to any party for utilization by said party without OPS's prior consent; provided, however, that Client may assign the Deliverables in any merger, acquisition, or other purchase or transfer of Client's assets. The intent of the preceding sentence is to prevent Client from disseminating templates or the like designed by OPS for Client to other parties with whom OPS may contract in the future, thereby potentially decreasing the market for OPS's services. Client is responsible for using any Deliverables to achieve Client's intended results. Client authorizes OPS to access its account, with "write permission" for the Client's web page directory, cgi-bin directory, and any other directories or programs that need access for OPS to perform the Services. OPS may rely on all decisions and approvals made by employees and agents of Client, oral or written (including extranet or email). Client's request for any changes must be in writing. OPS shall not be obligated to perform tasks described in Client's request until the Parties agree in writing to the proposed change and hourly rate therefor. Upon contract signing, OPS may mention its relationship, show its work, and utilize Client's logo in marketing presentations, and, upon delivery of its work, if desired by OPS, link OPS's web site to the area on Client's site displaying the Deliverables, and, at OPS's request, Client shall include OPS's logo in an appropriate area on its web site, which OPS may revoke at its discretion.

CONFIDENTIALITY

Each Party agrees to maintain the confidentiality of any business, operational or technical information provided by the other Party pursuant to this Agreement hereunder that a reasonably prudent person would understand to be revealed under a duty of confidentiality (the "Proprietary Information"), and to only use it incurring out its rights and obligations under this Agreement. The Services furnished by OPS, its intake process and link/email survey and form questions promulgated to the Client, its creative brief made therefrom, and the terms of and pricing under this Agreement are OPS's Proprietary Information. The confidentiality obligations shall not apply to any material or information that the receiving Party can document (i) is or becomes generally available to the public; (ii) was in its possession or known by it prior to receipt from the other Party; (iii) was rightfully disclosed to it by a third party; (iv) was independently developed without use of the other Party's Proprietary Information; or (v) is required to be disclosed by law.

WARRANTIES AND DISCLAIMER

OPS shall indemnify, defend and hold Client harmless from and against any third party claims, suits, demands, actions and proceedings, judgments, penalties, damages, costs and expenses (including reasonable legal fees and costs), losses or liabilities ("Damages") arising out of a claim against Client that the deliverables developed by OPS and provided to Client hereunder constitute an infringement of any copyright held by a third party in the United States, by paying the damages actually awarded against Client in any such suit or proceeding brought by a third party against Client, up to the amount paid by Client hereunder for the offending Deliverable. OPS shall not be obligated to defend or be liable for costs and/or damages under this Section if the alleged infringement (1) arises out of or is in any manner attributable to any modification of any of its deliverables by any other party, or (2) is due to the operation of any computer hardware or software not listed in OPS's technical specifications or (3) arises out of or is in any manner attributable to the collateral or content provided by Client or any other party to OPS for use hereunder (for which Client shall indemnify OPS). Client warrants, represents, and unconditionally guarantees that it has sufficient rights in any and all materials it is providing to OPS hereunder, including but not limited to any elements of text, fonts, graphics, photos, designs, trademark, artwork or the like (the "Client Materials") for OPS to complete the Services contemplated by this Agreement, including but not limited to any necessary authorization, release, clearance or license related to any rights of ownership, privacy, publicity, or intellectual property; and it will not provide OPS for use hereunder with any Client Materials that infringe any third party's intellectual property or other proprietary rights. Client hereby agrees to indemnify, defend, and hold harmless OPS, its employees, subcontractors, and agents, against any third-party damages, losses, liabilities, taxes, tariffs, settlements, or expenses (including, without limitation, costs, and attorneys' fees), in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from the Client Materials, Client's exercise of Internet electronic commerce, or the Services. OPS and Client will indemnify and hold each other harmless from and against all losses, damages, and/or claims caused by their negligence or failure to act under this Services Agreement. If either party incurs attorneys' fees and court costs due to litigation arising under this Agreement, the prevailing party in such litigation shall be entitled to recover such attorney's fees and court costs from the non-prevailing party. Should any of the Services or Deliverables not comply with OPS's specifications therefor, Client must inform OPS of the deficiency within 30 days of receipt and OPS shall use commercially reasonable efforts to remedy. If compliant Services cannot be provided within a reasonable time, Client's remedy shall be to terminate this Agreement. Client understands that any Internet Service Provider (ISP)'s services require a separate contract with that ISP. Client agrees to

select an ISP that allows OPS full access to its Web site and a cgi-bin directory via FTP. Ducto conditions beyond its control, OPS does not warrant that the operation of the Deliverables, including any portion of Client's Web site, will be uninterrupted or error-free. Any warranties, indemnities, guarantees, and representations, express or implied, are specifically disclaimed, including, but not limited to, any warranty of non-infringement, merchantability, title, or fitness for a particular purpose and implied warranties arising from course of dealing or performance, except to the extent that such disclaimers are held to be legally invalid. OPS also disclaims any warranty regarding any benefit Client might obtain from the Services, and the operation or appearance or interaction of the Deliverables with Client's web site.

LIMITATION OF LIABILITY

AS ALL DELIVERABLES PROVIDED HEREUNDER SHALL BE BASED ON CLIENT'S CONTENT, SPECIFICATIONS AND MATERIALS, ALL OPS SERVICES AND DELIVERABLES ARE PROVIDED "AS IS". IN NO EVENT SHALL OPS OR CLIENT BE LIABLE FOR LOSS OF BUSINESS OR BUSINESS OPPORTUNITIES, LOSS OF USE OR OF DATA, OR FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUSINESS INTERRUPTION OR LOSS OF PROFITS (EXCEPT IN THE CASE OF NONPAYMENT), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT. OPS SHALL IN NO EVENT BE LIABLE HEREUNDER FOR DAMAGES EXCEEDING THE FEES PAID BY CLIENT FOR THE SERVICES THAT DIRECTLY GAVE RISE TO SUCH DAMAGES.

MISCELLANEOUS

All Sections of this Agreement that by their nature should survive termination or expiration will survive, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Except for payment obligations, neither Party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, embargoes, fire, floods, terrorist attacks, earthquakes, accidents, strikes, sickness, computer viruses, or the like. In the event of any such delay, any period of time for action by said Party may be deferred for a period sufficient to resume normal business activities. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority to bind OPS in any respect. OPS shall have the right to use third parties in performance of the Services and, for purposes of this Agreement, all references to OPS shall be deemed to include such third parties/subcontractors. This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications, proposals, and other understandings related to the subject matter of this Agreement. All waivers and modifications must be in writing signed by both Parties in ink, except as otherwise provided. The Parties expressly agree that any pre-printed or other terms on any purchase order, request for proposal, or other document shall have no force or effect, even if signed by the Parties after the date hereof. If a court of competent jurisdiction determines as a part of a final non-appealable judgment that any provision of this Agreement is illegal or otherwise unenforceable, it will be limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any notice under this Agreement will be in writing and will be deemed to have been duly served the day after it is sent, if sent by next day commercial courier delivery (e.g., Federal Express). The Parties have read this Agreement and had the opportunity to consult with their legal advisors. It will be fairly interpreted in accordance with its terms and without any strict construction against either Party. From time to time, governments enact laws and levy taxes and tariffs affecting Internet electronic commerce. Client agrees that it is solely responsible for complying with said laws, taxes, and tariffs, and will hold harmless, protect, and defend OPS and its subcontractors from any claim, suit, penalty, tax or tariff arising therefrom. No failure or delay on the part of a Party in exercising any right, power or remedy shall operate as a waiver thereof; nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. This Agreement and all transactions hereunder shall be governed in all respects by the laws of the State of California, without regard to either its conflicts or choice of laws rules or the application of the United Nations Convention on Contracts for the International Sale of Goods. In any action to enforce rights under this Agreement, the prevailing party may recover its reasonable costs and attorneys' fees. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and each of which alone and all of which together, shall constitute one instrument. In making proof of this Agreement, it is only necessary to produce or account for the counterpart signed by the Party against whom this Agreement is to be enforced. A facsimile or photocopy thereof of any autograph is deemed an original signature, and the fax/copy shall be an original counterpart. The signatures on the Proposal evidence that the Parties agree to these Terms.

CONTRACT FOR LEGAL AND CONSULTANT SERVICES

THIS WRITTEN FEE CONTRACT ("Contract") is entered into by and between EXCEL ACADEMY CHARTER SCHOOLS, a California non-profit public benefit corporation ("EACS" or "Client"), and McDougal Boehmer Foley Lyon Mitchell & Erickson ("Attorneys and/or Consultants") as authorized by the Education Code, Government Code, and Public Contracts Code.

1. **Scope of Agreement:** Client hires Attorneys to provide legal and consultant services in connection with the operation of EACS. Attorneys will provide those legal and consultant services reasonably required to represent Client. If at any point a charge or complaint is filed, Attorneys' services will include handling the case through hearing or trial and all appeals and execution on any judgment obtained. This Agreement shall commence on July 1, 2026, and shall continue in effect until terminated, modified or amended. This Agreement may be modified or amended by the parties in writing. This Agreement may be terminated by the Client at any time with written notice to Attorneys.

2. **Fee Arrangement:** Client agrees to pay to Attorney the sum of \$210.00 per hour of Attorney time for all matters relating to legal services. Client further agrees to pay \$115.00 per hour for Law Clerk/Paralegal time to the extent time is expended in the performance of the above-described services, plus reasonable costs and expenses as described herein. All sums due under this Agreement shall be paid by the Client monthly in arrears upon receipt of a statement for fees and costs incurred on a monthly basis. There is no retainer or minimum commitment.

The parties expressly agree that Attorneys may increase the billable rates set forth above upon providing notice to Client at least thirty days in advance. Said increase may occur no more than once per year.

3. **Billing Practices:** Attorneys bill in minimum units of 0.1 hours (6 minutes) for any task. Telephone calls with Client's administrators and board members lasting less than 15 minutes shall appear on the billing statement but not be charged to Client.

4. **Costs and Other Charges in General:** Attorneys may incur various costs and expenses in performing legal services under this contract. Client agrees to pay for these actual costs and expenses, without markup, in addition to the hourly charges for services rendered. The costs and expenses commonly include sheriffs', marshals' and process servers' fees, filing fees and other charges assessed by courts and other public agencies, court reporters' fees, jury fees, witness fees, travel expenses (e.g., air fare, lodging and car rental), messenger and other delivery fees, postage, charges for computer research and outside assisted legal research, investigation expenses, consultants' fees, expert witness fees, mileage and parking, photocopying and other reproduction, and other similar items.

5. **Billing Statements:** Attorneys will send Client an invoice and a statement for fees and costs incurred on a monthly basis. Costs and expenses shall be identified separately from hourly fees on Attorneys' statement. For Attorneys' fees, the statements shall clearly state the matter, a description of the work done, the amount, and the time spent and the hourly rate, (or other method of determination). Attorneys shall also present Client with a monthly invoice for costs, expenses, and hourly fees for services rendered. Client only provides payment upon presentation of an invoice (i.e., not upon receipt of a statement only). Invoices shall be paid by Client net 45 days. Attorneys shall also provide Client with an invoice and/or statement within ten (10) days of Client's request.

6. **Duties of Attorneys/Consultant and Client:** Attorneys shall provide those legal and consulting services reasonably required to represent Client in matters described in paragraph 1 of this contract. Attorneys shall also take reasonable steps to keep Client informed and to respond to Client's inquiries. Client shall cooperate with Attorneys, keep them informed of developments, perform the obligations as agreed to under this agreement, and pay Attorneys' bills in a timely manner.

7. **Discharge and Withdrawal:** Client may discharge Attorneys at any time by written notice. Attorneys may withdraw only for cause. Among the facts constituting cause of Client's breach

of this contract include Client's refusal to cooperate with Attorneys or to follow its advice in a material matter, or any fact or circumstance that would render Attorneys' continuing representation of Client unlawful or unethical. Attorneys and Client agree to sign any documents reasonably necessary to effect or complete Attorneys' discharge or withdrawal.

8. **Termination and Conclusion:** Upon the termination or conclusion of services, all unpaid charges for services rendered and costs incurred or advanced through the termination or conclusion date shall become immediately due and payable.

9. **Insurance:** Attorney maintains errors and omissions insurance coverage applicable to services to be rendered.

10. **Disclaimer of Guarantee:** Attorneys make no promises or guarantees to Client about the outcome of matters in which they represent Client, and nothing in this contract shall be construed as such a promise or guarantee.

11. **Written Contract Required by Law:** This document constitutes the written fee agreement between Attorneys and Client required by California Business and Professions Code Section 6148. Client shall be presumed to be in agreement with all the provisions set forth in this document when Client duly signs it.

In witness whereof Attorneys and Client do hereby attest that they are duly authorized to sign and accept the terms of this Contract.

Dated: _____

Rex Randall Erickson, Partner
McDougal Boehmer Foley Lyon Mitchell & Erickson
8100 La Mesa Blvd., Suite 200
La Mesa, California 91942
Phone: (619) 440-4444

As the duly authorized representative of the Excel Academy Charter Schools, a California non-profit public benefit corporation ("EACS" or "Client"), I accept the terms of this contract.

Dated: _____

Heidi Gasca, CEO
Excel Academy Charter Schools
1 Technology Drive, Bldg. I, Suite #811
Irvine, California 92618

Its: _____



MEMBERSHIP AGREEMENT

This Membership Agreement ("Agreement") is entered into by and between **Excel Academy Charter Schools** ("Member") and **California Charter Schools Association** ("CCSA") and is effective as of the date of last signature below (the "Effective Date").

1. **Membership Options.** Subject to the terms and conditions of this Agreement, CCSA offers the following membership levels (each, a "Membership Level"): (a) Standard Membership and (b) Basic Membership. Member's election of Membership Level shall be set forth in **Exhibit A**, which is incorporated herein by reference, and shall remain in effect for the applicable Term, unless otherwise adjusted in accordance with this Agreement. The specific benefits available as set forth [here](#) are incorporated into this Agreement by reference.
2. **Term.** The term of a Standard Membership shall be two (2) years and the term of a Basic Membership shall be one (1) or two (2) years, as selected in **Exhibit A**, each measured in consecutive membership years beginning July 1 and ending June 30 (each, a "Membership Year"), unless earlier terminated. Upon expiration of the initial term or any renewal term, this Agreement shall automatically renew for a successive term of the same length (one (1) year or two (2) years, as applicable), on the same terms and conditions, unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.
3. **Pricing.** Member shall pay membership fees based on its elected Membership Level and applicable student enrollment, as follows:
 - (a) **Standard Membership Fees.** For the 2026–27 Membership Year, the fee shall be Twenty-Four Dollars (\$24.00) per student and the fee shall increase automatically each Membership Year, as set forth [here](#).
 - (b) **Basic Membership Fees.** For the 2026–27 Membership Year, the fee shall be Sixteen Dollars and Fifty Cents (\$16.50) per student and the fee shall increase automatically each Membership Year, as set forth [here](#).

3.1 Student Enrollment Determination. Annual membership fees shall be calculated based on the student enrollment data reported by Member in the California Basic Educational Data System ("CBEDS") for the academic year immediately preceding the Membership Year. Any invoice for a fully prepaid two-year term shall be calculated using CBEDS student enrollment data from the academic year immediately preceding the first Membership Year, regardless of enrollment fluctuations during the term. In the event CBEDS is not available, membership fees will be calculated based on Member's self-reported enrollment numbers.



4. Pricing Discounts

4.1 Standard Membership Discounts. Subject to timely payment and compliance with this Agreement, the following discounts apply to Standard Membership fees:

(a) **Prepayment Discount.** A discount of One Dollar (\$1.00) per student shall apply to the second year of the Term if the two-year membership fee is paid no later than September 30 of the first Membership Year.

(b) **High Enrollment Discount.** Membership fees for the first ten thousand (10,000) students shall be billed at the Standard Membership rate. Any students in excess of 10,000 shall be billed at the Basic Membership rate.

4.2 Basic Membership Discounts. Subject to timely payment and compliance with this Agreement, the following discounts apply to Basic Membership fees:

(a) **Two-Year Commitment Discount.** A discount of Fifty Cents (\$0.50) per student shall apply to the second Membership Year of a two-year Basic Membership Term.

(b) **Prepayment Discount.** A discount of One Dollar (\$1.00) per student shall apply to the second year of the Term if the two-year membership fee is paid no later than September 30 of the first Membership Year.

5. Payment Terms. Member may pay the membership fee in full on an annual basis or prepay the two-year membership fee, in either case, payment is due no later than September 30. Full payment or prepayment entitles Member to the applicable discount, if any, as described in Section 4. Alternatively, Member may choose an annual installment plan with fifty percent (50%) of the annual membership fee due by September 30 and the remaining fifty percent (50%) due by December 15. Member's choice applies for the applicable Term.

6. Membership Policies

6.1 Network-Wide Participation. If any school operated by a Charter Management Organization ("CMO") or network elects to become a Member, all schools operated by such CMO or network shall be required to participate as Members under this Agreement.

6.2 Geographic Consistency of Membership Level. All schools operated by a CMO or network that are physically located within the same CCSA-designated geographic region shall participate at the same Membership Level. The schools located within each applicable geographic region shall be identified in **Exhibit A**.

6.3 Notice of School Changes. Member shall notify CCSA in writing within thirty (30) days of the opening or closure of any school within its CMO or network.



6.4 School Closures; No Refunds. If a CMO or network school closes, the school shall be removed from the Member's account; however, membership fees for the then-current Membership Year shall remain due and payable, and no refund, credit, or proration shall be issued for any membership fees already paid. The closed school shall be excluded from the calculation of membership fees for any subsequent Membership Year following the closure. Any amount previously paid by the Member is non-refundable and no refund, credit, or proration shall be issued for the closed school. If the Member operates only one school and that school closes, membership fees for the then-current Membership Year shall remain due and payable, and no refund, credit, or proration shall be issued; however, the contract shall be terminated at the end of the Membership Year.

6.5 School Openings. If a CMO or network school opens during the Term, such school shall be added to the Member's account. Membership will be complimentary for the school's first year of operation. Membership fees will be billed for the school's second year of operation and such fees will not be eligible for the Prepayment Discount or the Two-Year Commitment Discount.

6.6 Participation Threshold Adjustment. If a participation threshold required for CCSA to deliver Standard Membership benefits in a particular region is not met, any Member electing Standard Membership shall be recategorized to Basic Membership for the same Term and membership fees shall be lowered accordingly.

6.7 Communications and Member Portal Access. By executing this Agreement, Member consents to receive communications from CCSA via email, including notices, updates, and information regarding membership benefits. Any individuals affiliated with Member's school or corporate entity who are granted access to the Member Portal and related digital resources, whether listed in **Exhibit B** or already associated with Member accounts or added through future registrations or invitations, including invitations to the Member Portal and the CCSA mailing list, shall be permitted such access. Member acknowledges and agrees that such access is a condition of membership, and that CCSA may communicate relevant membership information through these channels.

6.8 Membership Suspension. CCSA may immediately suspend Member's access to some or all membership benefits, without liability, if Member has executed this Agreement and fails to make any required payment by the applicable September 30 or December 15 deadline, or is otherwise in material breach of this Agreement.

6.9 Membership Rescission. CCSA may, upon written notice to Member, suspend or terminate Member's membership if Member's conduct or activities are no longer consistent with CCSA's mission, values, or standards, or for other good-faith reasons determined by CCSA.



7. Standard Contract Terms

7.1 Independent Contractor Relationship. The parties are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or employment relationship between them.

7.2 Dispute Resolution Any dispute arising out of or relating to this Agreement or the Membership shall be resolved exclusively by binding, individual arbitration in California before a single arbitrator under the rules of the American Arbitration Association or an administrator selected by CCSA, with class, collective, representative, and private attorney general actions waived, damages limited to the total annual membership fees paid or payable for the applicable year, punitive and consequential damages waived, and each party bearing its own attorneys' fees and costs except as required by law.

7.3 Entire Agreement. This Agreement, including **Exhibits A and B**, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings. Any amendment must be in writing and signed by both parties, except that CCSA may update administrative policies, procedures, and membership benefits.

7.4 Notices. Any notice required or permitted under this Agreement may be provided by email to the most recent contact information provided by Member in **Exhibit B** and shall be deemed effective upon transmission, regardless of receipt. Notices to CCSA shall be sent to membercontracts@ccsa.org.

7.5 Force Majeure. CCSA shall not be liable for any failure or delay in performance under this Agreement due to events beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, governmental actions, public health emergencies, or failures of utilities or communications systems.

7.6 Survival. The provisions of this Agreement which by their nature should survive termination or expiration of this Agreement shall survive, including without limitation provisions relating to payment obligations, no-refund terms, dispute resolution, arbitration, class action waiver, limitation of remedies, governing law, and miscellaneous provisions.

7.7 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict-of-laws principles.

8. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.



California
Charter Schools
Association

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CCSA: 
Name: Sara deLeeuw
Title: Chief Financial Officer
Date: 3/2/2026

CCSA: 
Name: Julie Umansky
Title: Chief Legal Officer & General Counsel
Date: 3/3/2026

Member: 
Name:
Title: Superintendent/CEO
Date: 3/5/2026



EXHIBIT A – MEMBERSHIP SELECTION

Section 1 – CCSA Designated Geography and Membership Level Selection

All schools within the same CCSA-designated geographic region shall participate at the same Membership Level and all schools shall participate as Members for the same Term in accordance with the Agreement.

Member elects the following Membership Level for each region and term for Basic Membership, if applicable:

CCSA-Designated Geographic Region: Orange County

School Member Id	School Name	County
A-05422	Excel Academy Charter School	Orange
A-05430	Excel Academy Charter School Helendale	Orange

Membership Level for Orange County

Standard

Term (Basic Membership only)

*If you selected Basic Membership only, please select a Term below. If you selected Standard Membership in any region, you should **not** select a Term as any selection other than two (2) years will not apply, per the terms of this agreement.*

Standard Membership shall have a two (2) year Term, as set forth in the Agreement.

If Member elects Basic Membership and does not select a Term, the Term shall automatically be deemed two (2) years.

Member represents and warrants that the schools listed above accurately reflect all schools operated by Member within each identified CCSA-designated geographic region as of the Effective Date of the Agreement. Member agrees to notify CCSA in writing of any changes, additions, or closures of schools in accordance with the Agreement.



California
Charter Schools
Association

EXHIBIT B – MEMBER PORTAL ACCESS

Section 1 – Authorized Individuals

Title	First Name	Last Name	Email
Primary Contact (Required)	Heidi	Gasca	hgasca@excelacademy.education
Billing Contact (Required)	Nicole	Tanner	ntanner@excelacademy.education

Member shall list below additional individuals affiliated with Member's school or corporate entity who are authorized to access the Member Portal and related digital resources.

Title	First Name	Last Name	Email
Board Chair/President (Required)	William	Hall	whall@excelacademy.education
Board Secretary (Required)	Lauren	Hansen	lhansen@excelacademy.education
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			
Additional Board Member			

Member may also include additional individuals for registration at its discretion:

Additional Individual 1	
<u>First Name</u> Megan	<u>Last Name</u> Anderson



California
Charter Schools
Association

<u>Email</u> manderson@excelacademy.education	<u>Title</u> Director of Human Resources
<u>Role</u> School Administrator	<u>Org level</u> School-level
<u>Name of school (if applicable)</u> Excel Academy Charter Schools	

Additional Individual 2	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	<u>Org level</u>
<u>Name of school (if applicable)</u>	

Additional Individual 3	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	<u>Org level</u>
<u>Name of school (if applicable)</u>	

Additional Individual 4	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>



California
Charter Schools
Association

<u>Role</u>	<u>Org level</u>
<u>Name of school (if applicable)</u>	

Additional Individual 5	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	<u>Org level</u>
<u>Name of school (if applicable)</u>	

Additional Individual 6	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	<u>Org level</u>
<u>Name of school (if applicable)</u>	

Additional Individual 7	
<u>First Name</u>	<u>Last Name</u>
<u>Email</u>	<u>Title</u>
<u>Role</u>	<u>Org level</u>



California
Charter Schools
Association

Name of school (if applicable)

Acknowledgment; Terms and Privacy.

This Agreement incorporates by reference CCSA's Terms & Conditions and Privacy Policy, as updated from time to time. Member acknowledges that individuals designated or provided by Member, whether listed in this Exhibit or added in the future, may be registered in the Member Portal and included in CCSA's email communications for membership administration. Member represents and warrants that it has obtained, or will obtain prior to submission, all legally required notices and consents from such individuals. Member further acknowledges that portal access and receipt of membership-related communications are conditions of membership.



California
Charter Schools
Association

PO Box 86087 Los Angeles, CA 90086 • www.ccsa.org

MEMBERSHIP INVOICE

Attn: Accounts Payable
Excel Academy Charter Schools

Invoice Date: 5/7/2026
Description: CCSA Membership

Your CCSA Membership

School Name	Member Level	Term Length	Student Enrollment (per 2025-26 CBEDS)
Excel Academy Charter School	Standard	2 Years	1163
Excel Academy Charter School Helendale	Standard	2 Years	821
Total Enrollment			1,984

We appreciate your support and participation! Please email membercontracts@ccsa.org with any questions.

Please note that credit card payments are no longer accepted.

Payment by Check:

Please make checks payable to the California Charter Schools Association.

Mail payments to:
California Charter Schools Association
PO Box 86087 Los Angeles, CA 90086

[Link to W-9](#)

Payment by ACH/Wire:

City National Bank
Account #: 401599800
Account Name: California Charter Schools Association
Bank Routing #: 122016066
Swift Code: CINAUS6L
EIN: 51-0465703

REMITTANCE STUB

(Please Return)

Member ID: A-09305

Select Pricing and Payment Schedule

SELECT
CHECKBOX

Annual Payment	Student Enrollment (per 2025-26 CBEDS)	Fee per Student	Fees
2026-27 Membership Year	1,984	\$ 24.00	\$ 47,616.00

	<u>Due 9/30/26</u>	<u>Due 12/15/26</u>
☐ Annual Payment	\$ 47,616.00	\$ -
☐ Annual Payment (50/50)	\$ 23,808.00	\$ 23,808.00

OR

Full 2-Year Term with Prepayment Discount	Student Enrollment (per 2025-26 CBEDS)	Fee per Student	Fees
2026-27 Membership Year	1,984	\$ 24.00	\$ 47,616.00
2027-28 Membership Year <i>*A discount of \$1.00 per student applies to the second year of the Term. If Annual Payment is selected, the 2027-28 Membership Year fee will be \$25.00 per student and billed based on 2026-27 CBEDS enrollment.</i>	1,984	\$ 24.00	\$ 47,616.00
Total			\$ 95,232.00

	<u>Due 9/30/26</u>
☐ Full 2-Year Term Prepayment	\$ 95,232.00

Cash Requirements Statement**EXCEL ACADEMY CHARTER SCHOOLS**

Transaction #: 155E2F38B

Period Ending: 08/15/2026

Check Date: 08/26/2026

Client: 10056

EIN:

PAYCOM Impound Date: 08/25/2026

*A wire request for \$22,502.47 will be sent to your bank on 08/24/2026***Items**

Checks / Vouchers	12
Additional Direct Deposit Accounts	1

Billing

Check Processing/Tax Service	562.87
Direct Deposit	7.25
Jurisdiction Filing	30.00
Garnishment Fee this Payroll	No Charge
Additional Services	98.45
Total Billing	698.57

Tax Deposits

	Employee Deductions	Employer Liability	Total Deposit
FICA/Social Security	868.80	868.80	1,737.60
Medicare	308.57	308.57	617.14
Federal W/H Tax	1,087.99		1,087.99
California W/H Next Day	819.98		819.98
California SDI Next Day	281.05		281.05
California ETT Qtrly		4.28	4.28
California SUTA		124.12	124.12
Total Tax Deposits	3,366.39	1,305.77	4,672.16

Paycom Cash Requirements

Net Direct Deposits - Paycom Pay	15,222.75
Direct Deposit Distribution - Paycom Pay	1,908.99
Taxes - PAYCOM Resp.	4,672.16
Payroll Fee	698.57
Total Paycom Cash Requirements	22,502.47

Total Cash Requirements**22,502.47**

Cash Requirements Statement**EXCEL ACADEMY CHARTER SCHOOLS**

Transaction #: 37EC6D04F

Period Ending: 08/31/2026

Check Date: 08/26/2026

Client: 10056

EIN:

PAYCOM Impound Date: 08/25/2026

*A wire request for \$1,294,106.55 will be sent to your bank on 08/24/2026***Items**

Checks / Vouchers	161
Additional Direct Deposit Accounts	22

Billing

Check Processing/Tax Service	2,886.39
Direct Deposit	12.50
Jurisdiction Filing	30.00
Garnishment Fee this Payroll	10.00
Total Billing	2,938.89

Tax Deposits

	Employee Deductions	Employer Liability	Total Deposit
FICA/Social Security	9,590.48	9,590.48	19,180.96
Medicare	20,305.74	20,305.74	40,611.48
Federal W/H Tax	117,843.81		117,843.81
California W/H Next Day	58,996.77		58,996.77
California SDI Next Day	17,913.92		17,913.92
California ETT Qtrly		165.30	165.30
California SUTA		4,793.91	4,793.91
Hawaii W/H Semiweekly	808.92		808.92
OR EE WBF Tax Assessment	1.56		1.56
OR ER WBF Tax Assessment		1.56	1.56
Oregon W/H Next Day	982.34		982.34
Oregon EE PFML	70.74		70.74
Oregon Transit Tax	11.79		11.79
Oregon ER PFML		47.16	47.16
Total Tax Deposits	226,526.07	34,904.15	261,430.22

Paycom Cash Requirements

Net Direct Deposits - Paycom Pay	988,108.55
Direct Deposit Distribution - Paycom Pay	41,528.63
Taxes - PAYCOM Resp.	261,430.22
Payroll Fee	2,938.89

Cash Requirements Statement**EXCEL ACADEMY CHARTER SCHOOLS**

Transaction #: 37EC6D04F

Period Ending: 08/31/2026

Check Date: 08/26/2026

Client: 10056

EIN:

PAYCOM Impound Date: 08/25/2026

A wire request for \$1,294,106.55 will be sent to your bank on 08/24/2026

Garnishment Checks - Paycom Pay	100.26
Total Paycom Cash Requirements	1,294,106.55
Other Cash Requirements	
Manual Checks	-1,095.31
Total Other Cash Requirements	-1,095.31
Total Cash Requirements	1,293,011.24



Cash Requirements Statement**EXCEL ACADEMY CHARTER SCHOOLS**

Transaction #: 0EB54899B

Period Ending: 07/31/2026

Check Date: 08/10/2026

Client: 10056

EIN:

PAYCOM Impound Date: 08/07/2026

*A wire request for \$17,771.98 will be sent to your bank on 08/06/2026***Items**

Checks / Vouchers	6
Additional Direct Deposit Accounts	1

Billing

Check Processing/Tax Service	469.44
Direct Deposit	7.25
Jurisdiction Filing	30.00
Garnishment Fee this Payroll	No Charge
Total Billing	506.69

Tax Deposits

	Employee Deductions	Employer Liability	Total Deposit
FICA/Social Security	879.32	879.32	1,758.64
Medicare	240.50	240.50	481.00
Federal W/H Tax	1,108.28		1,108.28
California W/H Next Day	848.28		848.28
California SDI Next Day	220.44		220.44
California ETT Qtrly		1.86	1.86
California SUTA		53.92	53.92
Total Tax Deposits	3,296.82	1,175.60	4,472.42

Paycom Cash Requirements

Net Direct Deposits - Paycom Pay	10,571.97
Direct Deposit Distribution - Paycom Pay	2,220.90
Taxes - PAYCOM Resp.	4,472.42
Payroll Fee	506.69
Total Paycom Cash Requirements	17,771.98

Total Cash Requirements**17,771.98**

08/10/26 SM Payroll

Total Company									
Company Totals	Regular	484.78	16,112.03	Federal W/H	1,108.28	403B \$	100.00	6 DD Vouchers	10,571.97
	Overtime	2.82	149.10	Medicare	240.50	403b Memo Match %	100.00	1 DD Distributions	2,220.90
	EXCEL Sick	2.00	66.78	Social Security	879.32	457B \$ FBC	375.00	NET PAY	12,792.87
	Cell Non-		118.75	California State W/H	848.28	457B \$ FBC Memo	370.50		
	Exempt Empl			CaliforniaSDI Tax	220.44	7%			
	Education		90.91			Accident Plan	2.66		
	Stipend					Basic Life Insurance	16.18		
	Internet Non-		143.75			ER Memo			
	Exempt Empl					Critical Illness EE -	2.23		
	Supply Stipend		25.00			10k			
	Non Exempt					Flexible Spending	113.64		
	GROSS	489.60	16,706.32			Account			
						Hospital Indemnity	5.83		
						Kaiser HMO - EE Cost	6.59		
						Kaiser HMO - ER Cost	1,248.11		
						Long Term Disability -	0.98		
						EE Cost			
						Medical High PPO -	675.00		
						ER Cost			
						Medical Low PPO -	614.55		
						ER Cost			
						Pet Insurance	9.25		
						Voluntary Life &	0.45		
						AD&D			
Total Net Pay									<u>12,792.87</u>

08/26/26 SM Payroll

Total Company

Company Totals	Regular	558.97	19,812.43	Federal W/H	1,087.99	403B \$	100.00	12 DD Vouchers	15,222.75
	Overtime	9.70	435.84	Medicare	308.57	403bMatch %	100.00	1 DD Distributions	1,908.99
	EXCEL Sick	6.00	195.55	Social Security	868.80	457B \$	375.00	NET PAY	17,131.74
	Cash In Lieu		109.09	California State W/H	819.98	457B Match %			
	Cell Non-Exempt Empl		200.00	CaliforniaSDI Tax	281.05	Accident Plan	2.66		
	Education Stipend		272.73			Basic Life Insurance	35.17		
	Internet Non-Exempt Empl		237.50			ER Memo			
	Meal Penalty Premium		50.50			CAL STRS 10.205%	106.63		
	Supply Stipend Non Exempt		37.50			CAL STRS 10.25%	293.47		
	Supply Stipend		50.00			CAL STRS Match	746.42		
	GROSS	574.67	21,401.14			Critical Illness EE - 10k	2.23		
						Expense	-120.13		
						Reimbursement (-)			
						Flexible Spending Account	113.64		
						Hospital Indemnity	5.83		
						Kaiser HMO - EE Cost	6.59		
						Kaiser HMO - ER Cost	2,144.32		
						Long Term Disability - EE Cost	0.98		
						Medical HMO - ER Cost	410.10		
						Medical Low PPO - ER Cost	614.55		
						Pet Insurance	15.66		
						Voluntary Life &	0.45		

EXCEL ACADEMY CHARTER SCHOOLS
Client: 10056**Check Register Report**Sorted on Department Code
Period Ending: 08/15/2026
Check Date: 08/26/2026
Transaction: 155E2F38B

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	☐
						AD&D		

Total Net Pay 17,131.74**08/26/26 MO Payroll**

Total Company									
Company Totals	Regular	21,743.15	1,321,928.21	Federal W/H	117,843.81	403B \$	5,712.00	2 Checks	-895.31
	EXCEL:	8.00	1,106.67	Medicare	20,305.74	403bMatch %	572.00	158 DD Vouchers	988,108.55
	Bereavement			Social Security	9,590.48	403b \$ Roth	675.00	23 DD Distributions	41,328.63
	EXCEL Sick	191.00	13,299.94	California State W/H	58,996.77	457B \$	13,592.50	NET PAY	1,028,541.87
	EXCEL:	24.00	904.46	Hawaii State W/H	808.92	457B Match %	4,582.18		
	Vacation MSM			Oregon State W/H	982.34	Accident Plan	266.17		
	Personal	93.00	6,995.97	Oregon EE W/C	1.56	Basic Life Insurance	1,544.76		
	Necessity			Assessment		ER Memo			
	Leave			Oregon EE PFML	70.74	CAL STRS 10.205%	50,606.05		
	Additional		27,080.17	Oregon Transit Tax	11.79	CAL STRS 10.25%	75,999.89		
	Duties-STRS			CaliforniaSDI Tax	17,913.92	CAL STRS Match	237,651.44		
	Cell- Exempt		4,850.00			Critical Illness EE - 10k	150.10		
	Empl					Critical Illness EE - 20k	472.14		
	Cash In Lieu		8,145.40			Dental DHMO - ER Cost	22.50		
	Education		16,167.74			Dental HMO - EE Cost	423.38		
	Stipend					Dental PPO High - EE Cost	1,932.10		
	Internet- Exempt		7,779.41			Dental PPO Low	1,925.38		
	Empl					Expense	-4,187.98		
	Regular Pay		15,418.82			Reimbursement (-)			
	Supply Stipend		6,550.00			FSA Dependent	1,178.78		
	Virtual Class 1		1,750.00			Flexible Spending Account	2,590.30		
	Stipend					GARNISHMENT %2	100.26		
	Virtual Class 3		2,625.00			Health Savings Account	1,572.17		
	Stipend								
	GROSS	22,059.15	1,434,601.79						

EXCEL ACADEMY CHARTER SCHOOLS
Client: 10056

Check Register Report

Sorted on Department Code
Period Ending: 08/31/2026
Check Date: 08/26/2026
Transaction: 37EC6D04F

Employee	Earnings	Rate	Hours/Units	Amount	Taxes	Deductions	Net Pay	☐
						Hospital Indemnity 284.00 Kaiser HMO - EE Cost 8,235.50 Kaiser HMO - ER Cost 43,688.19 Long Term Disability -47.69 Long Term Disability - EE Cost 787.42 Medical HMO - EE Cost 1,970.89 Medical HMO - ER Cost 44,288.05 Medical High PPO - EE Cost 1,901.25 Medical High PPO - ER Cost 9,563.73 Medical Low PPO 8,312.74 Medical Low PPO - ER Cost 16,146.12 Medical PPO w/ HSA - EE Cost 2,098.90 Medical PPO w/ HSA - ER Cost 5,116.51 Medical Priority Select HMO 933.06 Medical Priority Slet ER Memo 6,951.24 Pet Insurance 237.03 Vision - EE Cost 1,137.67 Vison - ER Cost 19.68 Voluntary Life & AD&D 559.35 Voluntary Life Child 19.86 Voluntary Life Spouse 95.63		



Item: DTS Renewal

Background: Excel Academy Charter School is requesting approval to continue to utilize Document Tracking Services (DTS) to create templates and house state required documentation for the 26/27 school year.

The following are standard documents to be used in conjunction with the license.

1. 2026 School Accountability Report Card, English & Spanish (CDE Template)
2. 2026 School Plan for Student Achievement (CDE Template)
3. 2026 Comprehensive School Safety Plan (Custom Template)
4. 2026 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed

Item: SurveyMonkey Agreement

Background: SurveyMonkey Enterprise is an AI-powered feedback management platform designed for organizations to capture actionable insights while maintaining high standards of data security and administrative control. It is specifically built to scale across an organization, allowing for both simple pulse checks and complex, long-form research.

Excel Academy will use SurveyMonkey Enterprise as a centralized feedback system for both short-term and longitudinal data collection:

- **Student and Staff Pulse Checks:** Periodic, brief surveys to monitor school climate, wellness, and immediate needs.
- **Long-Form Surveys:** Comprehensive academic and operational research for end-of-term evaluations or strategic planning.
- **SMS Collection:** Use of the 10,000 included SMS credits to reach staff or parents via text, ensuring higher response rates.

Key Features

- **Enterprise Pro Platform:** Provides 5 power users with full access to advanced features and a capacity for 100,000 total responses per year.
- **Advanced Logic:** Ability to create complex survey paths (skip logic) to ensure respondents only see relevant questions.
- **Collaborative Tools:** Shared access and standardized templates to maintain consistency across different school departments.

Security and Administration

- **Institutional Security:** The Enterprise tier includes advanced security protocols and administrative controls to protect sensitive student and personnel data.
- **Centralized Oversight:** Management of all school surveys from a single account to ensure compliance with data privacy standards.

Fiscal Impact: \$10,000

Warner: \$4,600

Helendale: \$4,100

Orange: \$1,300.00

Item: APLUS+ Membership Renewal for 2025/26

Background: This agreement proposes a renewal of membership with Excel Academy and APLUS+. APLUS+ member charter schools stand out as distinguished in their commitment to the personalized learning model and to high standards of education excellence and fiscal and operational accountability. Membership includes regional and statewide meetings, legislative advocacy and networking with charter leaders and vendors. This cost includes standard membership services provided through the 2025-2026 school year. Total cost based on current student enrollment of 1,922, and includes the \$250 early payment discount.

Fiscal Impact: \$14,750.00

Warner: \$6,785.00

Helendale: \$6,047.50

Orange: \$1,917.50

Item: Approval of Irvine Office Lease with the Irvine Company LLC

Background: This marks the third year of agreement with the Irvine Company for the office at 1 Technology Drive, Suite I-11, under the Irvine Spectrum Portfolio LLC.

Key provisions of the new agreement:

- Lease Term: December 1, 2024, to November 30, 2027.
- Operating Costs: EACS will assume responsibility for operating costs, estimated at \$0.93 per square foot.

This agreement yielded an estimated savings of approximately \$44,049.24 compared to the previous agreement it replaced, with the breakdown as follows:

- First Year - \$20,185.56
- Second Year - \$12,804.48
- Third Year - \$11,059.20

It is recommended the Board approve the third year of the three-year lease agreement with The Irvine Spectrum Portfolio LLC as presented.

Fiscal Impact: \$48,576.96

Warner (#2053): \$22,345.40

Helendale (#2073): \$19,916.55

Orange: \$6,315.00

Item: Approval of the Ordering Purchase System (OPS) (Renewal)

Background: OPS is a purchasing service that allows teachers and parents to place, review, and edit orders for use with instructional funds. Additionally, service vendors have an area where they can log in to see purchase orders requested and approved for their service and submit their invoices after all services have been rendered. This system allows administrative personnel to collect reports on spending, balances, outstanding invoices, and user information.

This Agreement will commence on July 1, 2026, and continue through June 30, 2027. It will automatically renew on a month-to-month term unless either party notifies the other party of its intent not to renew. Upon termination of this Agreement, the School will promptly pay all fees accrued and owing to OPS, and OPS has the right to suspend or terminate the School's and each student's access to the Service.

It is recommended that the Board of Directors approve the renewal of the OPS purchasing software services not exceeding \$30,567.28.

Fiscal Impact: \$30,567.28

Warner (#2053): \$14,060.95

Helendale (#2073): \$12,532.58

Orange: \$3,973.75

Item: Approval of McDougal Boehmer Foley Lyon Mitchell & Erickson Agreement for Legal Services for 2026-2027

Background: This contract is entered into by and between Excel Academy Charter Schools (EACS) and McDougal Boehmer Foley Lyon Mitchell & Erickson ("Attorneys and/or Consultants") as authorized by the Education Code, Government Code, and Public Contracts Code.

EACS hires Attorneys to provide legal and consultant services in connection with the operation of the EACS. Attorneys will provide those legal and consultant services reasonably required to represent Client.

This Agreement shall commence on July 1, 2026, and shall continue in effect until terminated, modified or amended. This Agreement may be modified or amended by the parties in writing. This Agreement may be terminated by the Client at any time with written notice to Attorneys. Client agrees to pay to Attorney the sum of \$210.00 per hour of Attorney time for all matters relating to legal services. Client further agrees to pay \$115.00 per hour for Law Clerk/Paralegal time to the extent time is expended in the performance of the above-described services, plus reasonable costs and expenses as described herein.

Item: Approval of the California Charter School Association (CCSA) Membership for 2026-2027 (Renewal)

Background: The California Charter Schools Association (CCSA) offers yearly membership to charter schools. As a charter school member, Excel Academy would have access to the full benefits of a regionalized and statewide advocacy network, legal support, community provider selection support, renewal guidance, training and professional development.

Fiscal Impact: \$47,616.00/year

Warner (#2053): \$21,903.36

Helendale (#2073): \$19,522.56

Orange: \$6,190.08

Coversheet

Consent - Education Student/Services

Section:	VII. Consent
Item:	B. Consent - Education Student/Services
Purpose:	
Submitted by:	
Related Material:	Pali FT Form - 26_27.pdf Lexia_quote_2627 (1).pdf Subject.com_2026-2027__1_.pdf Presence_2627_Quote_Q-28618_2026-04-07.pdf Imagine_Edgenuity_Invoice.pdf Curriculum_Associates_-_i-Ready_Contract_26-27.pdf GoGuardian_-_Excel_Academy_Charter_School__Irvine__CA.pdf Tutor.com_2026_27.pdf ELD Handbook for Families-2026-2027.pdf Comprehensive Safety Plan 2026-27.pdf Educational Services BUS 9.8.pdf

Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

This form is to be used to obtain board approval for overnight field trips.

1. Overnight field trip requests must be submitted on this form for consideration.
2. Overnight field trips require approval from the charter school board
3. The field trip request form must be signed by the field trip coordinator and the charter school executive director/director/ or designee before sending to the board for approval.
4. A trip itinerary must be attached to the completed request form.

Date of Request	9/8/2026
Name of Charter School	Excel Academy Charter Schools
Lead Chaperone	Melissa Harvilla
Field Trip Coordinator	Melissa Harvilla
Director/Executive Director/Designee Location of Trip	<u>Pali Institute: Outdoor Education Center</u>
Dates of Trip	November 6-8, 2026
Classes/Grade Level(s)	Grades 5-8
Instructional Objectives	1. Students will compare fingerprint patterns, discuss blood types and DNA, conduct a chemical test to determine the presence of blood, and employ deductive reasoning to reach a verdict. 2. Students will examine reptiles to study their biological adaptations, learn about the habits and physical needs of different reptiles, and perform a FWARPS (Food, Water,

Excel Academy (CA) - Regular Meeting of the Board of Directors - Agenda - Tuesday September 8, 2026 at 10:00 AM	Air, Reproduction, Protection, and Space) analysis of reptiles. - Students will learn about biological systems as they dissect a squid, locate appendages, examine organs, and gain an understanding of the squid's physiological design. - Students will study how human senses change in the dark, and how nocturnal animals have heightened senses that are critical to their survival. - Students will work together to accomplish a common goal, developing problem-solving skills as they navigate a series of challenges together.
Standards Addressed	NGSS MS-LS4-2 Apply scientific ideas to construct an explanation for the anatomical similarities and differences among modern organisms and between modern and fossil organisms to infer evolutionary relationships. MS-LS1 Conduct an investigation to provide evidence that living things are made of cells; either one cell or many different numbers and types of cells. LS4.C Adaptation by natural selection acting over generations is one important process by which species change over time in response to changes in environmental conditions. Traits that support successful survival and reproduction in the new environment become more common; those that do not become less common. Thus, the distribution of traits in a population changes. MS-LS2 Analyze and interpret data to provide evidence for the effects of resource availability on organisms and populations of organisms in an ecosystem. CTE.ANR.D5.0 Discuss animal inheritance and selection principles, including the structure and role of deoxyribonucleic acid (DNA).

Additional Information (if applicable)	Friday 11am check in 3 sessions Saturday 5 sessions Sunday 1 session 11am departure
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Excel Academy (CA) - Regular Meeting of the Board of Directors - Agenda - Tuesday September 8, 2026 at 10:00 AM Fees and payment Schedule	\$435 per student Payment due in full by 10/7/26
Transportation Phone Tree/Chaperone Groups Signatures	

Education Services

OVERNIGHT FIELD TRIP REQUEST FORM for BOARD APPROVAL

This form is to be used to obtain board approval for overnight field trips.

1. Overnight field trip requests must be submitted on this form for consideration.
2. Overnight field trips require approval from the charter school board
3. The field trip request form must be signed by the field trip coordinator and the charter school executive director/director/ or designee before sending to the board for approval.
4. A trip itinerary must be attached to the completed request form.

Date of Request	9/8/2026
Name of Charter School	Excel Academy Charter Schools
Lead Chaperone	Melissa Harvilla
Field Trip Coordinator	Melissa Harvilla
Director/Executive Director/Designee Location of Trip	<u>Pali Institute: Outdoor Education Center</u>
Dates of Trip Classes/Grade Level(s)	November 7-9, 2025 Grades 9-12
Instructional Objectives	1. Students will engage in a hands-on dissection of a spiny dogfish shark to explore anatomy and physiology in depth. 2. Students will study how human senses change in the dark, and how nocturnal animals have heightened senses that are critical to their survival. 3. Students will experiment with watercolor techniques while creating an artwork that represents their experience in nature.

Excel Academy (CA) - Regular Meeting of the Board of Directors - Agenda - Tuesday September 8, 2026 at 10:00 AM	4. Students will work together to accomplish a common goal, developing problem-solving skills as they navigate a series of challenges together.
Standards Addressed	HS-LS2-8 Evaluate evidence for the role of group behavior on individual and species' chances to survive and reproduce. HS-LS4-4 Construct an explanation based on evidence for how natural selection leads to adaptation of populations. HS-LS4-5 Evaluate the evidence supporting claims that changes in environmental conditions may result in (1) increases in the number of individuals of some species, (2) the emergence of new species over time, and (3) the extinction of other species. Adv.VA:Cn11 People develop ideas and understandings of society, culture, and history through their interactions with and analysis of art.

Additional Information (if applicable)	Friday 11am check in 3 sessions Saturday 5 sessions Sunday 1 session 11am departure
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Fees and payment Schedule	\$435 per student Payment due in full by 10/7/26
Transportation Phone Tree/Chaperone Groups Signatures	

QUOTE**Lexia Learning Systems LLC**

17855 Dallas Parkway, Suite 400

Dallas, TX 75287 USA

Phone: (978) 405-6200

Fax: (978) 287-0062

Quote #: Q-700899-1**Created Date:** 3/23/2026**Prepared By:** Jill Bakhsh**Email:** jill.bakhsh@lexialearning.com

Quote To:
 Tamara Murphy
 Excel Academy
 1 Technology Dr Bldg I-811
 Irvine, CA 92618 US

Bill To:
 Nicole Tanner
 Excel Academy
 1 Technology Dr Bldg I-811
 Irvine, CA 92618 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
9/1/2026	8/31/2027	175	Lexia Core5 Reading/PowerUp Literacy Student Subscription Renewal	\$46.00	\$8,050.00
9/1/2026	8/31/2027	50	Lexia Core5 Reading/PowerUp Literacy Student Subscription	\$46.00	\$2,300.00

Total Price \$10,350.00

Est. Tax \$0.00

Total Due \$10,350.00

If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.

Email Purchase Orders with quote number Q-700899-1 to the following:

Attn: Jill Bakhsh

Email: jill.bakhsh@lexialearning.com

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.**TERMS AND CONDITIONS**

****Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.**

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please send by email to your sales representative's email address listed above or to lexia_orders@lexialearning.com. To pay with credit card, please send your contact information and quote number to lexia_orders@lexialearning.com

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Subject

SUBJECT TECHNOLOGIES, INC. LICENSE AND SERVICES AGREEMENT

District or School Name:	Excel Academy Charter School
Primary Contact Name:	Ameneh Zahedi
Primary Contact Email:	azahedi@excelacademy.education
Invoice Email:	azahedi@excelacademy.education
Contract Term Start:	6/1/2026
Contract Term End:	6/1/2027
Invoice Notes (Special Instructions):	
Usage Period:	
Purchase Order: (If required)	

This License and Services Agreement (“**Agreement**”) is entered into by and between Subject Technologies, Inc., a Delaware corporation with its principal place of business at 345 N. Maple Drive, Ste 130, Beverly Hills, CA 90210 (“**Subject**”), and Excel Academy Charter School, an educational institution with its main campus located at , CA United States (“**School**”). Subject and School are sometimes referred to herein as the “Parties” or each as a “Party.”

Subject provides digital content solutions and related services for education institutions, including course content, technology, and instructional and administrative support. School is an educational institution offering secondary programs and instruction to its students. In consideration of the mutual covenants and agreements set forth below and in the standard terms and conditions attached hereto as Exhibit A (which is incorporated herein by reference in its entirety), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as follows:

Licensed Content; Services

Subject will license to School the “**Licensed Content**”, which consists of the Subject Curriculum and related content within the Subject platform. The “**Subject Curriculum**” means the Subject Learning offerings including Courses, Videos, Quizzes, Assignments, and Final Exams administered through the Subject platform. School and Authorized Users also will have access to real-time chat support for academic help (Homework Helper) and general platform assistance to Subject members. Subject will also provide the “Services” set forth in Section 2 of Exhibit A.

Payments

School will pay Subject the subscription fee set forth below (“**Subscription Fee**”) for the License and Services provided under this Agreement during the Term. School shall be obligated to pay the full Subscription Fee even if all Licenses are not activated during the Term (as defined below).

The full Subscription Fee is non-refundable, invoiced upon signature, and is due within 15 calendar days of receipt of the invoice.

Product	Quantity	Term	Price/Seat Annual	Annual Fee
Excel Academy Charter School 2026-2027 Pilot Conversion Courses AI	29.00	12	\$600.00	\$17,400.00
			Subscription Fee (Total)	\$17,400.00

Payments

School may purchase additional Licenses for Authorized Users (“**Additional Licenses**”) during the Term pursuant to the pricing table set forth below by signing a Change Order with Subject reflecting the number of Additional Licenses desired. Subject shall deliver the Additional Licenses upon the execution of a Change Order by the Parties and payment by School to Subject for the Additional Licenses when due. Fees for Additional Licenses shall be invoiced by Subject and payable to Subject by School within 15 calendar days of the date of each such invoice.

Payments

Any amounts not paid when due shall bear interest from the due date at the rate of 2% of the unpaid fee per month, or the highest rate of interest permitted by law, whichever is lower. If School fails to pay any amount when due under this Agreement, Subject reserves the right to (i) remove all discounts offered to School under this Agreement; (ii) stop providing services to School after 60 calendar days of nonpayment; or (iii) recover any reasonable out-of-pocket expenses incurred by Subject to cover (a) the cost of services performed by Subject for any unpaid portion of the Term of this Agreement, or (b) costs in connection to collecting payments due, including, but not limited to, any bank charges for returned checks and attorneys’ fees. In the event of any late payment that is not cured within 10 calendar days of the date of notice thereof, Subject may decline to provide further services until all amounts due and late fees are paid in full. No refunds of any kind will be provided under this Agreement.

Subject shall issue the Licenses for activation and provide the Services (as defined in the Terms and Conditions) immediately upon (i) payment in full of the Subscription Fee or fees for the Additional Licenses (if applicable) when due or (ii) receipt by Subject of a Purchase Order from School.

Term

This Agreement will commence on **the Contracted Term date** (“Initial Term”). Users who have not activated their Licenses, if any, may transfer their License to another Authorized User during the Term (as defined below) upon 15 days’ prior written notice to Subject. Upon completion of the initial term, this Agreement shall automatically renew for additional one year terms (each, a “**Renewal Term**”), unless a Party notifies the other Party via written notice of its intent to terminate at least 90 days prior to the then-current Initial Term or Renewal Term, as applicable. The Initial Term, together with any Renewal Term(s), will be referred to as the “**Term.**” Additional Licenses shall be subject to the term lengths indicated in such Additional License invoice. Subject will provide a pricing list to School at least 90 calendar days prior to the end of the then-current Initial Term or Renewal Term, as applicable. If School does not send a written notice of termination to Subject during the termination window above, then School will be deemed to have accepted the latest pricing list and the same number of Authorized Users in effect at the end of the prior term for the Renewal Term. Fees for such Renewal Term shall be due within 90 calendar days of the date of renewal.

ACCEPTED AND AGREED TO AS OF THE DATE THIS AGREEMENT IS EXECUTED BY BOTH PARTIES:

Subject Technologies, Inc.

Excel Academy Charter School

Name: Dylan Hoffman

Name:

Title: VP of Operations

Title:

Date:

Date:

EXHIBIT A
SUBJECT TECHNOLOGIES, INC.
LICENSE AND SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are hereby fully incorporated into the Subject Technologies, Inc. License and Services Agreement to which this Exhibit A is attached, together, collectively referred to as the “**Agreement**.”

1. License.

- a. Subject to the terms and conditions of this Agreement, and solely as permitted in this Agreement, Subject hereby grants School and those individuals enrolled at School during the Term and designated by School and confirmed by Subject as authorized users (“**Authorized Users**”) a non-exclusive, non-transferable, non-sublicensable license during the Term to access, display, and use the Licensed Content, as may be amended from time to time in accordance with the provisions set forth herein (“**License**”). School and Authorized Users may access, display, and use the Licensed Content only for their internal business purposes or personal use, and they shall not display the Licensed Content publicly, record the Licensed Content, or share the Licensed Content with any third party. School’s and Authorized Users’ access to, and display and use of, the Licensed Content also shall be subject to the terms and conditions located at <https://subject.com/terms-of-service> (“**Website Terms of Service**”). To the extent there is any conflict between the Website Terms of Service and this Agreement, this Agreement shall control. For the avoidance of doubt, the Licenses shall not be activated until School pays Subject in full for such Licenses.
- b. School and Authorized Users shall not: (i) use or display the Licensed Content other than as expressly permitted in this Agreement; (ii) record, reproduce, publicly display, or publicly perform the Licensed Content; (iii) remove or destroy any copyright notices, trademark notices or other proprietary markings included in or on the Licensed Content; (iv) modify or adapt the Licensed Content, merge the Licensed Content into other content, or create derivative works based on the Licensed Content; (v) provide any third party with access to the Licensed Content; (vi) access the Licensed Content except as expressly permitted in this Agreement; or (vii) transmit the Licensed Content through any medium including social media or electronic mail. School shall be responsible for any unauthorized use or display of the Licensed Content or other breach of this Agreement by School or Authorized Users.
- c. School acknowledges and agrees that, as between Subject and School, Subject owns all right, title and interest in the Licensed Content. Nothing in this Agreement shall grant School or anyone else any ownership rights in the Licensed Content. School further acknowledges and agrees that it may be necessary for Subject to make changes to the Licensed Content during the Term. Accordingly, School agrees that Subject, at its discretion, may modify Licensed Content during the Term.
- d. At its discretion, Subject may arrange for the Licensed Content to be made available to School and Authorized Users in a third-party hosted environment. In that instance, School, on behalf of itself and all Authorized Users, acknowledges the Licensed Content will be hosted by a third party using third-party servers and other third-party equipment, hardware and software, and School agrees, on behalf of itself and all Authorized Users, that Subject shall have no liability in the event of any breach, malfunction, or failure of such third party servers, equipment, hardware or software, or in the event the Licensed Content is inaccessible or unavailable to School or Authorized Users, or in the event the Licensed Content or use or display of the Licensed Content is interrupted, untimely, delayed or not error-free. School, on behalf of itself and all Authorized Users, also acknowledges that Subject has no control over the flow of data between School, Authorized Users, and any third-party host and Subject shall have no responsibility or liability with respect thereto. If Subject makes the Licensed Content available in a hosted environment,

School, on behalf of itself and all Authorized Users, acknowledges and agrees School and the Authorized Users are responsible for obtaining and maintaining all hardware, software, and services (e.g., telecommunications services, ISP accounts, etc.) required to access the Internet and the Licensed Content.

2. Services. Subject shall provide to School the following “Services”, as may be amended from time to time in accordance with the provisions set forth herein. The specific scope of services shall be detailed below, which is attached to and forms an integral part of this contract. School will provide all necessary and reasonably requested information, direction, and cooperation to enable Subject to provide the Services.

- Administrative and Academic Support. In an effort to maintain a high level of customer service, Subject shall provide email and live chat support to prospective students, active students, and School instructors serving as the teacher of record for the Subject Curriculum. Such support will include admissions, enrollment, and administrative assistance for students. Students are also able to access our live chat Homework Helper feature for academic assistance. For teachers, it will include technology, process, and general administrative support.
- Curriculum Development Support and Program Management. For the courses offered as part of the Subject Curriculum, Subject shall provide content, simulations, videos, presentations and other typical online course content developed and owned by Subject that will be reviewed and approved by School faculty and instructors.
- Technology. Subject will provide, and shall maintain, periodically revise, and host a technology platform for the Subject Curriculum, to serve as an online platform for students, teachers, support coordinators, and other staff and to enable online applications, course delivery, Subject Curriculum communications, and such other functions as are mutually agreed to by the Parties (“**Platform**”). The Platform is (a) designed to enable the effective delivery of Program curriculum and (b) shall be made available to Authorized Users. The Parties agree to negotiate in good faith should School wish to use the Platform for other academic programs offered by School. Subject will be responsible for correction of any errors, bugs, and defects in the Platform within a reasonable period of time.
- Identity Validation. Subject shall have and maintain processes and mechanisms in place to ensure that each student registering for a course is the same student who participates in the course.
- Academic and Professional Certification. Upon request by School, Subject shall assist School in providing information to aide in approval of the Subject Curriculum by regulators.
- Program and Student Evaluation. Subject shall gather ongoing data of Authorized Users to further overall evaluation of the Subject Curriculum, including, but not limited to, student satisfaction with the Subject Curriculum, evaluation of instructors, and such other matters in such form and at such frequency as School may reasonably require.

3. Payments. For the License and Services to be provided hereunder, Subject will be due the payments, as may be amended from time to time in accordance with the provisions set forth herein. Except as otherwise agreed to in writing by the Parties, the Payments are inclusive of and cover the cost of all materials used for the provision of the License and Services. The Payments do not include or otherwise cover any local, state, federal or foreign taxes, levies, or duties of any nature charged to Subject in connection with the provision of the License and Services, excluding only taxes based on Subject’s net income (“**Taxes**”). School is responsible for paying all Taxes. If Subject has the legal obligation to pay or collect Taxes based on School’s or Authorized Users’ use of the License or receipt of the Services, such amount may be invoiced to and will be paid by School to Subject unless School provides Subject with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. Termination.

- a. Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party:
 - i. materially breaches this Agreement, and such material breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 calendar days after the non-breaching Party

- provides the breaching Party with written notice of such breach; or
 - ii. becomes insolvent or admits its inability to pay its debts generally as they become due; becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; is dissolved or liquidated or takes any corporate action for such purpose; makes a general assignment for the benefit of creditors; or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
 - iii. Subject may terminate this Agreement, effective on written notice to the School, if the School loses any accreditation, state authorization, or other licensure or certification necessary to perform the obligations required by this Agreement.
5. Effect of Expiration or Termination. Upon expiration or termination of this Agreement for any reason, all rights and licenses granted to School under this Agreement shall immediately terminate and School and all Authorized Users shall immediately cease all access, use, or display of the Licensed Content and purge any copies of the Licensed Content. School shall reasonably assist in (i) ensuring Authorized Users purge any copies of the Licensed Content upon termination of this Agreement and (ii) preventing Authorized Users from accessing Licensed Content following termination of this Agreement. Subject shall promptly deliver to School all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Subject in the course of performing the Services. Any payments owed to Subject, up to and including the effective date of such termination, shall be due and payable to Subject within 30 calendar days of expiration or termination of this Agreement for any reason.
6. Academic Integrity.
- a. Notwithstanding the terms of this Agreement, School at all times shall retain ultimate authority and power over each and every one of the discretionary functions that are necessary attributes of a duly authorized educational institution offering secondary programs and instruction, as more particularly described and defined as follows: (i) strategic planning and other advisory functions; (ii) approving the curriculum and content of School's educational programs; (iii) setting admission standards and criteria and determining the admissibility of individual students; (iv) developing academic policies and procedures; (v) approving and appointing instructors who hold teaching credentials required by applicable law; (vi) assigning grades of record, awarding and recording academic credit and credentials, and maintaining student transcripts and other permanent records; (vii) obtaining and maintaining all accreditations, approvals, registrations, permits, or licenses required under applicable law or by any educational agency or governmental authority in connection with School's secondary programs and instruction; (viii) establishing and enforcing academic policies and requirements; (ix) performing all other core academic functions; and (x) overseeing and establishing standards for Subject's provision of services to School.
 - b. Nothing in this Agreement is intended, or should be interpreted to, obligate Subject to provide any services that would result in Subject or any employee of Subject being classified as a "teacher of record" or similar designation. The Parties agree that School and its employees will maintain ultimate responsibility for all functions required of a teacher of record under applicable law, including oversight and approval of course content, assignments, and grades, and that for all purposes, Subject is not a teacher of record.
7. Third Party Providers. To the extent School's or an Authorized User's access, display, or use of Licensed Content interfaces with software applications or other technology and applications provided by third parties (collectively, "**Third Party Applications**"), School, on behalf of itself and all Authorized Users, agrees to maintain appropriate licenses or permissions from the licensors of the Third Party Applications for School and Authorized Users to use the Third Party Applications during the Term. Subject does not provide any warranties, guaranties or indemnification regarding any Third Party Applications or any third parties or any of their products or services, whether or not such products or services are designated by Subject or anyone else as "partner," "certified," "validated" or otherwise. Any exchange of data or other interaction between School, an Authorized User and a third party, and any purchase or license by School or an Authorized User of any product or service offered by a third party, is solely between School or the applicable Authorized User and such third party.
8. Confidentiality. All non-public, confidential or proprietary information of each Party ("**Confidential**

Information”), including, but not limited to, information about its business affairs, products, software, application programming interfaces, user interfaces, predictive models, analytics and analytics reporting, intellectual property and trade secrets, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, lists, pricing, discounts, or rebates disclosed by one Party to the other, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the recipient Party in connection with this Agreement, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for use in connection with performing this Agreement and may not be disclosed or copied unless authorized by the disclosing Party in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of a Party’s breach of this Agreement; (b) is obtained by the recipient Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; or (c) is established by documentary evidence to be in the possession of recipient Party prior to the disclosing Party’s disclosure hereunder. Upon the disclosing Party’s request, the recipient Party shall promptly return all documents and other materials received from the disclosing Party.

9. Data

As part of the services provided under this Agreement, Subject Technologies Inc. shall offer a data consultation service to the School. This service includes a collaborative review of data shared by the School, which may include historical data from previous vendor engagements, for the purpose of benchmarking and strategic planning.

a. Data Anonymization

All data provided by the School for the purposes of the data consultation service shall be de-identified and shall not contain any personally identifiable information (PII) as defined under applicable federal and state privacy laws, including but not limited to FERPA and COPPA.

b. Onboarding and Service Collaboration

School agrees to allocate up to five (5) in-person working days per calendar year for meetings between Subject Technologies Inc. and a designated School representative responsible for overseeing data and analytics. These meetings will be scheduled with mutual consent and used to facilitate meaningful consultation and data review.

c. Purpose and Outcome: The purpose of the data consultation service is to assess and enhance the efficacy of the partnership between Subject Technologies Inc. and the School. This includes evaluating the success of the services delivered, informing continuous improvement, and aligning on measurable impact.

10. Independent Contractor. It is understood and acknowledged that in providing the License and Services, Subject acts in the capacity of an independent contractor and not as an employee or agent of School. Subject shall control the conditions, time, details, and means by which Subject provides the License and Services. Subject has no authority to commit, act for or on behalf of School, or to bind School to any obligation or liability. Subject shall not be eligible for and shall not receive any employee benefits from School and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to the fees earned by Subject hereunder

11. Intellectual Property for Marketing and Related Purposes.

a. Notwithstanding any prohibition in any nondisclosure or confidentiality agreement signed by the Parties, each Party hereby grants to the other Party (a) a limited and non-exclusive, royalty-free license to use the granting Party’s names, logos, service marks or trademarks (collectively, the “**Marks**”), solely for the performance of each Party’s obligations under this Agreement, and (b) a license to use the granting Party’s name as a reference in the other Party’s marketing and other promotional materials, in each case solely for purposes of performing the other Party’s obligations and exercising the other Party’s rights under this Agreement; provided, however, that the other Party may not use any Mark(s) or otherwise reference the granting Party in any marketing, promotional or other materials, including on websites owned or operated by the other Party, until such uses and materials in whatever form will have been previously submitted to and approved in writing by the granting Party, which approval may be withheld by the granting Party for any reason in its sole discretion. The licenses granted by each Party in this Section 10 will terminate upon the termination of this Agreement or as otherwise expressly agreed to by the Parties in writing.

- b. Upon each Party's reasonable request, the other Party will promptly remove, alter or modify any and all use of the Party's Marks or other references to the Party in any marketing, promotional or other materials, including on websites owned or controlled by the other Party.
- c. Except for what is set forth herein, no rights or licenses with respect to any intellectual property are granted under this Agreement. Each Party will own and retain all right, title and interest in and to its names, logos and service marks, proprietary features and proprietary technology, trade secrets, patents, copyrights, trademarks, and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign, and all modifications thereto, and improvements and derivative works thereof, including, without limitation, rights in and to all applications and registrations relating to any of the foregoing and including, without limitation, any such rights in and to any information or content contributed by such Party to the other Party (collectively, its "**Intellectual Property**"). Notwithstanding anything in this Agreement to the contrary, in the event that one Party modifies, improves or creates derivative works of any of the other Party's Intellectual Property, it shall assign, and does hereby assign, all right, title and interest in and to such modifications, improvements and derivative works to the other Party (i.e., the owner of the Intellectual Property).

12. Compliance with Laws. The Parties agree to materially comply with all applicable international, federal, state and local laws, rules, regulations and ordinances. In particular and without limitation, Subject and School also agree to comply with all applicable regulatory, privacy, data protection, anti-bribery, anti-boycott, anti-terrorism, and export control laws and regulations, and not to discriminate against any employee, applicant, or enrolled student because of any basis protected by law. Each Party has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

13. Representations, Warranties, and Indemnification.

- a. Subject and School each represent and warrant they have the power and authority to enter into this Agreement and perform their obligations under this Agreement. School represents and warrants it has the right and authority to provide Subject with the names and email addresses of the Authorized Users, and that the Authorized Users have expressly consented to School providing their names and email addresses to Subject. School represents and warrants it will not provide any information to Subject about Authorized Users without the prior express consent of the applicable Authorized User(s), and that any information School collects from Authorized Users is done on School's behalf.
- b. Subject to the terms and conditions set forth in this Section 12, each Party (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend the other Party and its officers, directors, affiliates, agents, students, and representatives (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that are awarded against Indemnified Party in a final non-appealable judgment or proceeding (collectively, "**Losses**"), arising out of:
 - i. material breach or non-fulfillment of any representation, warrant, or covenant contained in this Agreement by Indemnifying Party or its personnel;
 - ii. any negligent or more culpable act or omission of Indemnifying Party or its personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement; or
 - iii. any failure by Indemnifying Party to comply in all material respects with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

14. Warranties. SUBJECT PROVIDES THE LICENSED CONTENT "AS IS." SUBJECT MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE LICENSED CONTENT OR SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SUBJECT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS,

NON-INFRINGEMENT OR OTHERWISE.

15. Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, EACH PARTY'S AGGREGATE MAXIMUM LIABILITY ARISING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) SHALL NOT EXCEED THE PAYMENTS ACTUALLY PAID TO SUBJECT DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS OF THE CLAIM. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON. The foregoing limitations shall not apply to any damages arising out of or in connection with one Party's infringement of the other Party's intellectual property rights.
16. Insurance. With respect to any activity conducted under this Agreement or any subsequently executed amendment hereto, each Party will maintain, at its own cost and expense, adequate and customary required levels (as appropriate and standard) of cyber liability coverage, general public liability insurance, worker's compensation insurance, and property damage to cover each Party's indemnity obligations under this Agreement. Evidence of such insurance shall be provided to the other Party upon request.
17. Injunctive Relief. School acknowledges and agrees the Licensed Content contains the copyrighted material of Subject, the unauthorized use, display or disclosure of which would irreparably harm Subject. Accordingly, School agrees that in the event of an actual or threatened unauthorized use, display or disclosure of all or a portion of the Licensed Content by School or an Authorized User, Subject shall be entitled to and should receive expedited injunctive relief from a court of competent jurisdiction enjoining such unauthorized use, display or disclosure without Subject having to prove irreparable harm or post a bond. Further, School acknowledges that money damages may not be a sufficient remedy for any breach or threatened breach of Sections 1 or 8 by the School or its representatives. Therefore, in addition to all other remedies available at law (which Subject does not waive by the exercise of any rights hereunder), Subject shall be entitled to seek specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and School hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim. In the event that Subject institutes any legal suit, action, or proceeding against the other Party arising out of or relating to this Section 16, Subject shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by Subject in conducting the suit, action, or proceeding, including attorneys' fees and expenses and court costs.
18. Non-Solicitation.
 - a. Each Party agrees that during the Term and for a period of one year after the expiration or earlier termination of the Term, without obtaining the prior written consent of the other Party, neither such Party nor any of its affiliates or Representatives (each, a "**Restricted Person**") shall directly or indirectly, for itself or on behalf of another person or entity solicit for employment or otherwise induce, influence, or encourage to terminate employment with the other Party or any of its affiliates or subsidiaries, or employ or engage as an independent contractor, any current or former employee of the other Party (each, a "**Covered Employee**"), except (i) pursuant to a general solicitation through the media or by a search firm, in either case, that is not directed specifically to any employees of the other Party, unless such solicitation is undertaken as a means to circumvent the restrictions contained in or conceal a violation of this Section 17.a, or (ii) if the other Party terminated the employment of such Covered Employee before the Restricted Person having solicited or otherwise contacted such Covered Employee or discussed the employment or other engagement of the Covered Employee.
 - b. The Parties agree that the duration, scope, and geographical area of the restrictions contained in this Section 17 are reasonable. Upon a determination that any term or provision of this Section 17 is invalid, illegal, or unenforceable, the court may modify this Section 17 to substitute the maximum duration, scope, or geographical area legally permissible under such circumstances to the greatest extent possible

to effect the restrictions originally contemplated by the Parties hereto.

19. General.

- a. *Further Assurances.* Each of the Parties hereto shall use commercially reasonable efforts to, from time to time upon request, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.
- b. *Notices.* Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth on the signature pages hereto (or to such other address that the receiving Party may designate from time to time in accordance with this section).
- c. *Governing Law.* This Agreement is made and shall be construed in accordance with the internal laws of the State of Delaware (irrespective of its choice of law principles). Subject to Section 18.d of this Agreement, each of the Parties submits to the exclusive jurisdiction and venue of the Central District of California and the state courts sitting in Los Angeles County, California, in any action or proceeding arising out of or relating to this Agreement.
- d. *Dispute Resolution.* The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiations between representatives with authority to settle the dispute. If the dispute has not been resolved within 30 calendar days of a Party's request for negotiation, either Party may submit the dispute to non-binding mediation in Los Angeles County, California, and the Parties shall cooperate in the mediation process and pay their own costs and legal expenses in connection therewith. If the dispute has not been resolved within 60 calendar days of submitting it to mediation, either Party may institute a court action in the Central District of California or the state courts located in Los Angeles County, California, to resolve the dispute. No Party may institute a court action on a dispute without first attempting to resolve the dispute in accordance with the dispute resolution process in this Section 18.d, except that the Parties acknowledge and agree the dispute resolution process in this Section 18.d shall not apply to disputes related to School's alleged breach of Section 1 or 8 of this Agreement, and that Subject may institute court action with respect to such disputes without first undergoing the dispute resolution process in this Section 18.d.
- e. *Integration.* This Agreement (including Exhibit A, Terms and Conditions) contains the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.
- f. *Amendment.* The Parties may not amend this Agreement except by written instrument signed by the Parties.
- g. *Force Majeure.* Neither Party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure event. "**Force Majeure**" means an unforeseeable cause beyond the control of and without the negligence of the Party claiming Force Majeure, including, but not limited to, fire, flood, severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, acts of government, pandemics, and other unforeseeable accidents.
- h. *Waiver.* No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in a writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of

any Right precludes any other or further exercise thereof or the exercise of any other Right.

- i. *Cumulative Rights.* The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.
- j. *Assignment.* School may not assign this Agreement without Subject's prior written consent. Subject may assign this Agreement without School's consent.
- k. *Publicity and Trademark License:* Subject may use School's trademarks, service marks and logos in press releases, advertising and promotional materials to indicate that School is a licensee of Subject. School hereby grants Subject a non-exclusive, non-transferable, royalty-free license during the Term to use School's trademarks, service marks and logos in press releases, advertising and promotional materials. All such use of School's trademarks, service marks and logos shall be in accordance with any reasonable trademark use guidelines communicated to Subject by School, and all such use shall inure to School's benefit. School represents and warrants it has the right to grant the trademark licenses granted in this Section 18.k, and School agrees to indemnify, defend and hold Subject harmless from any claims, demands, causes of action, costs and expenses (including reasonable attorneys' fees and expert witness fees) arising out of or relating to any allegation that School's trademarks, service marks or logos infringe or otherwise violate any third party's trademark, copyright, right of publicity or other intellectual property or proprietary right.
- l. *Successors and Assigns; Third Party Beneficiaries.* This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors and permitted assigns, there are no third-party beneficiaries under this Agreement.
- m. *Survival.* Sections 4, 5, 7, 8, 9, 13 through 18 inclusive of this Agreement, the Services and Payment sections of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein, or if nothing is specified for a period of 12 months after such expiration or termination.
- n. *Counterparts.* This Agreement may be executed in counterparts.
- o. *Headings.* The Headings in this Agreement are for convenience only and shall not affect its interpretation.
- p. *Severability.* If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- q. *Public Announcements.* Unless otherwise required by applicable law, no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned, or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.
- r. *Entire Agreement.* This Agreement, together with all related exhibits and schedules, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.



**Empowering all who
serve students with
diverse needs**

Presence.com

Comprehensive telepractice for PreK-12 schools

Presence is excited to partner with Excel Academy California to implement comprehensive teletherapy programs that support students across the district. As the leading provider of online special education-related services since 2009, Presence has pioneered teletherapy solutions with schools across the country.

7M+

sessions delivered

10K+

schools supported

2,000+

clinicians in network

**From special education services to mental health counseling, we
bring customized solutions to your district**

We offer a full range of remote services (from observations and assessments to counseling and therapy) that help meet your district's speech-language, occupational, psychoeducational and mental health service needs.

**Our clinical network brings a complete scope of practice to support
schools with services that include:**

- Student screening, observation, identification, and evaluation
- Development and management of Response to Intervention (RTI) programs
- Case management and contribution to writing and updating of IEPs and 504 plans
- Full evaluations or re-evaluations utilizing standardized assessment tools
- Leading, attending, and/or contributing to meetings
- Individual or group therapy services
- Virtual classroom push-in services
- Completing paperwork for IEPs, review of records and Medicaid billing

Solutions customized to meet student needs— backed by school-based experience and innovative technology



Services that help fill assessment and therapy gaps

- Evaluations are delivered remotely using the largest library of digital assessments from trusted publishers like Pearson®, Riverside Insights®, and Pro-Ed®*
- Customized teletherapy plans are based on your district's diverse student and staffing needs



Clinically-led teams, trusted by 10,000+ schools

- Our national network of 2,000+ licensed speech-language pathologists, occupational therapists, school psychologists, and mental health clinicians brings services that support unique needs—including bilingual, deaf, and hard-of-hearing specializations
- Every district and clinician is backed by a dedicated clinical support team with years of experience implementing teletherapy solutions and navigating PreK-12 school systems



Innovative technology, built specifically for students

- An award-winning, interactive teletherapy platform with access to engaging content from Hasbro®, Highlights®, and more*
- Track student attendance to therapy sessions, documentation and progress to ensure compliance with IDEA
- HIPAA and FERPA compliant teletherapy platform technology

**All product names and registered trademarks are the property of their respective owners.*



Give your district team tools to conduct their own therapy sessions with Kanga. Built-in tools reduce the time and stress of scheduling, caseload management, data organization, and session planning. Students and clinicians can engage in a collaborative, virtual space with access to thousands of curated articles, games, and digital assessments.



Service Order

PRESENTED TO

Student Services

SPED Admin

Excel Academy California

ISSUE DATE

4/7/2026

BY

Nas Syed

School Partnership Director

nas.syed@presence.com

Service Order # Q-28618



Service Order Summary

This Service Order (the “Service Order”) is incorporated and made part of the Master Services Agreement (the “MSA”) between PresenceLearning, Inc. (“Presence”) and Excel Academy California. Capitalized terms not defined in this Service Order shall have the meanings set forth in the MSA. In the event of a conflict between this Service Order and the MSA, unless specifically referenced herein, the MSA shall govern.

SERVICE ORDER TERM
7/1/2026 - 6/30/2027

	ANNUAL EST
Kanga	\$19,500.00
Program Readiness*	\$0.00
Total Estimated Cost	ANNUAL \$19,500.00

* Program Readiness (formerly Program Implementation) is billed once upon the Service Order Execution Date.
** Program Management (formerly Service Coordination) is billed monthly beginning in the first month in which Services are rendered.

 Presence

Service Order Details

SERVICE ORDER TERM

7/1/2026 - 6/30/2027

Kanga

License Type	Cost per License	Number of Licenses	Total
Kanga Elite - School Psychologist	\$3,000.00	4	\$12,000.00
Kanga Elite - SLP	\$2,500.00	3	\$7,500.00
Estimated total			\$19,500.00

Service Order Signature Page

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the MSA.

The parties have executed this Service Order as of the date of the latter signature ("Service Order Effective Date").

PRESENCELEARNING, INC:	CUSTOMER:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



Invoice

100 S. Mill Ave.
Suite 1700
Tempe, AZ 85281
877-725-4257 x1037

Date 9/29/2025
Invoice No. 1098144
PO No. IS092925-16
Terms Net 30
Due Date 10/29/2025

Bill To
Attn: Accounts Payable
Excel Academy Charter Schools
1 Technology Dr., Bldg I-811
Irvine CA 92618

Ship To
Attn: Accounts Payable
Excel Academy Charter Schools
1 Technology Dr., Bldg I-811
Irvine CA 92618

Description	Quantity	Amount	Tax Rate
IS Teaching per Semester Course (18 wks) (14 day drop/add grace period) - Usage (08/20/25-08/28/25)	103	\$33,475.00	0%

Subtotal \$33,475.00
Total \$33,475.00
Amount Due \$33,475.00

Edgenuity Inc., Imagine Learning, Inc., LearnZillion and Winsor Learning are now united under the new name Imagine Learning LLC.
Please email AR@imaginelearning.com if you need a W9 for the new TIN 45-1565841.

PLEASE NOTE THAT OUR PAYMENT REMIT HAS CHANGED
IMAGINE LEARNING LLC
LOCKBOX 880670
PO BOX 29650
PHOENIX, AZ 85038-9650

Wire and ACH Instructions:

Account Name Imagine Learning LLC
Account Number 951761233
Routing/ABA Number 122100024
SWIFT # CHASUS33

Bank Name JPMorgan Chase Bank
New York, NY 10017

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
Total:	\$34,840.00

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

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.

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.

Please send any payment notifications to 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 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. 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.

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.



ORDER FORM

LimineX, Inc.

dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

Primary Contact

QUOTE # Q-523786

Created Date 3/31/2026
Contract Start Date 8/1/2026
Contract End Date 7/31/2027
Quote Term Net 30

Ship To

Excel Academy Charter School (Irvine, CA)
1 Technology Dr Ste I811
Irvine, California 92618-5319
United States

Quote is valid 90 days from the created date above

Bill To

Excel Academy Charter School (Irvine, CA)
1 Technology Dr Ste I811
Irvine, California 92618
United States

Prepared By:

Amanda Gade
agade@goguardian.com

Thank you for your interest in our products! This order form ("**Order Form**") identifies the LimineX products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of LimineX, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**LimineX**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**", "**you**" or "**your**"), and together with the LimineX Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
1,445	GG-ADM1Y-000001	GoGuardian Admin with Fleet, DNS, AdDeflect & Beacon Starter	8/1/2026	7/31/2027	\$9.90	\$14,305.50
452	GG-TCR1Y-000001	GoGuardian Teacher with Video Conferencing	8/1/2026	7/31/2027	\$9.90	\$4,474.80
3	ProServ-PT1Y-000001	Professional Product Training: One-hour, live virtual overview of product functionality for Admin users or teacher users. Commonly used for train-the-trainer programs.	8/1/2026	7/31/2027	\$500.00	\$1,500.00

TOTAL (USD): \$20,280.30

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact LimineX so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.



ORDER FORM

Liminex, Inc.

dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term. Your School is responsible for all taxes and duties unless expressly included in this Order Form.

By Organization:

Organization Name:

Signature:

Name:

Title:

Email:

By GoGuardian:

Company Name:

Liminex, Inc. dba GoGuardian

Signature: Amanda Gade
Amanda Gade (Mar 31, 2026 08:43:55 PDT)

Name: Amanda Gade

Title: Customer Success Manager

Email: agade@goguardian.com

Scanned Copy of Purchase Order :

Purchase Order Number :



ORDER FORM

Liminex, Inc.

dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

Accounts Payable Contact :

Add a Note :

First:

Last:

Email:

Service Order under Master Services Agreement

This order for the offerings listed below constitutes a Service Order under the Master Services Agreement or other governing agreement ("Agreement") between TPR Education, LLC d/b/a The Princeton Review ("Vendor") and Excel Academy Charter Schools ("Customer"). If any Addendum is attached to this Service Order, the Addendum is hereby incorporated into the Agreement.

Customer Primary Contact Information:	TPR Education, LLC d/b/a The Princeton Review Primary Contact Information
Name: Lorrie Wood	Name: Kelsey Lantz
Customer: Excel Academy Charter Schools	TPR Education, LLC d/b/a The Princeton Review
Address: 1 Tech Dr.	Address: 110 E. 42nd St., FL 7
City, State Zip: Irvine, CA 92618	New York, NY 10017
Telephone: (949) 387-7822	Telephone: (917) 744-2372
Email: lwood@excelacademy.education	Email: kelsey.lantz@review.com

Customer Billing Contact Information	Vendor Billing Contact Information
Name: Cindy Accounts Payable Excel Charter Academy	Customer Invoicing
Customer: Excel Academy Charter Schools	Telephone: 800-444-0189
Address: Attn: Accounts Payable 1 Technology Drive, Bldg I-811 Irvine, Ca 92618	Email: TPR_AccountsReceivable@review.com
Telephone: (949) 387-7822	Please remit payment to address on invoice.
Email(s): studentservices@excelacademy.education; kvenegas@excelacademy.education	

Ordered Services: TPR Education, LLC d/b/a The Princeton Review agrees to provide Customer the Services listed below.

Opportunity Number: 198407

Service Order Start Date: 08 / 01 / 2026

Service Order End Date: 07 / 31 / 2027

Product Name	Per Unit Price	Quantity	Subtotal
TutorPlus Student Center Tutor.com Student Center includes academic tutoring for learners from kindergarten through grade 12. Hours of availability* are 24/7, excluding holidays**	\$29,085.00	1	\$29,085.00

Total **\$29,085.00**

Term: The initial term for the Services in this Service Order will be from the Start Date to the End Date for the Services listed above.

Invoicing and Payment

Vendor may invoice Customer upon execution of the Agreement or this Service Order, as applicable, and upon the start of any renewal term of the Service Order unless otherwise specified below. Customer will pay invoices within 30 days of the invoice date. Vendor may suspend the Services if any amounts remain unpaid 30 days after the due date. All fees are net of taxes, except for taxes on Vendor's income. Taxes, if applicable, will be included in the invoice sent by Vendor to Customer unless Customer provides a state tax exemption certificate.

Taxes, if applicable, will be included in the invoice sent by Vendor to Customer unless Customer provides a state tax exemption certificate.

Special Invoicing Instructions:

If Customer requires a purchase order to order the Services, Customer will specify here:

PO Required:

Accepted and agreed to by:

TPR Education, LLC d/b/a The Princeton Review	Customer
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

On-Demand Tutoring Services Addendum

This Tutoring Services Addendum (“Tutoring Addendum”) between TPR Education, LLC d/b/a The Princeton Review (“Vendor”) and Excel Academy Charter Schools (“Customer”) is part of the Master Services Agreement or other governing document executed by the parties (“Agreement”).

1. **Tutoring Services.** Vendor will provide to Customer and its Users the Tutoring Services purchased under Service Orders. As of the Effective Date of the Agreement, the Tutoring Services are offered 361 days of each standard year, and 362 days of each leap year. The Tutoring Services are unavailable on January 1, July 4, Thanksgiving Day, and December 25. On those holidays the Tutoring Services close beginning at 2:00 a.m. and they reopen at 2:00 a.m. on the following day (all times Eastern). Some subjects may have more limited availability than the hours listed in a Service Order. Vendor may change the availability of Tutoring Services and will notify Customer of any changes. The availability of the Tutoring Services is also subject to reasonable downtime for maintenance and related activities and loss or interruption due to causes beyond Vendor’s reasonable control.
2. **Implementation.** Vendor will set up the Tutoring Services for launch on a date mutually agreeable to the parties. Customer will provide Vendor with all information and other cooperation needed to set up and launch the Tutoring Services. Customer acknowledges and agrees that although Vendor offers a variety of authentication methods through which Users may access the Tutoring Services, Customer is responsible for determining the authentication method to be used.
3. **Warranty.** Vendor represents and warrants that it will perform the Tutoring Services in a professional manner in accordance with industry standards. Customer’s sole remedy for a breach of this warranty is re-performance of the particular Tutoring Services that breached the warranty at no additional charge.
4. **Intellectual Property.** Vendor, on behalf of itself and its affiliates, hereby grants to Customer and its Users a nonexclusive, non-transferable license to use the Vendor Intellectual Property to which Vendor provides access during the term of the Tutoring Services and subject to the terms and conditions of the Agreement solely in connection with the Services. Customer acknowledges and agrees that Vendor and its affiliates retain all right, title and interest in and to the Vendor Intellectual Property, and the Agreement conveys no rights to the Vendor Intellectual Property other than the limited rights set forth in the Agreement (including this Tutoring Services Addendum). “Vendor Intellectual Property” means Vendor’s and its affiliates’ copyrights, moral rights, patent rights (including patent applications and disclosures), trademarks, rights of priority, publicity rights, and trade secret rights, documentation, specifications, designs, instructional methods, strategies, techniques and methodologies, and software programs and other technology, including but not limited to the Online Classroom, content available through the Tutoring Services, all transcripts and recordings of Tutoring Services sessions, and survey data and usage information for the Tutoring Services. Vendor grants to Customer a perpetual, worldwide, royalty-free, sub-licensable, non-exclusive license to use, reproduce, display, perform, distribute, and prepare derivative works of any recordings and transcripts generated under the Agreement.
5. **COPPA.** Vendor uses, collects, and discloses personal information of children under the age 13 as disclosed in its notice at www.princetonreview.com/coppa/noticeforschools. If children under the age of 13 will use the Tutoring Services, Customer hereby acknowledges receipt of the foregoing disclosure and consents on behalf of parents of Customer’s students to such use, collection, and disclosure.



ELD Handbook for Families

What is EL?

English Learner

What is ELD?

English Language Developer / English Language Development

Who Can I Contact?

General Questions and Support	Your Teacher of Record
Curriculum & Instruction	Student's assigned ELD Teacher
Assessment and Special Programs Coordinator - Contact for ELD Curriculum and Live Courses, ELPAC Assessments, Parent Communication	Erica Flores eflores@excelacademy.education
Director of Compliance and Special Programs Contact for - Student Language Fluency Designation and EL Master Plan	Jenny Craig jcraig@excelacademy.education

Pending Board Approval: September 8, 2026



Identification

Every family completes a Home Language Survey (HLS) as part of their enrollment process. If a family answers yes to any of the questions, schools are required to administer the initial ELPAC assessment.

Designation

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

State Requirements

[California Department of Education Recommendation](#)

English Language Development (ELD)

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

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Requirements

EL students are required to participate in *designated*, synchronous, virtual instruction through our ELD classes including asynchronous assignments to meet the ELD requirement each week. Absences must be reported to the Assessment and Program Development Coordinator.

We are generally unable to accept private tutoring or time at a learning center in place of our ELD instruction because we are unable to monitor attendance, participation, and student progress. Private tutoring or a learning center is certainly recommended as a supplement to ELD class instruction.

Family Support

- Work together to reclassify your student(s) as English proficient.
- Remain consistent with ELD attendance so your students get the most out of their learning experience
- Communicate with the ELD Class Teacher, Teacher of Record (ToR) or Virtual Teacher, and Assessment and Special Programs Coordinator for collaborative support.

Progress Improvement Notification

A Progress Improvement Notification (PIN) for the ELD instruction may be issued for any of the following:

- Unexcused absences from ELD Class
- Incomplete/missing assignments from ELD Class
- Excessive absences from ELD Class

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Exiting EL Designation

The goal of language acquisition instructions is for students to become proficient in English as rapidly as possible and to meet state academic achievement measures. This district's exit (reclassification) criteria are listed below.

Exit (Reclassification) Criteria
(20 U.S.C Section 6312[e][3][A][ii])

Required Criteria (California <i>Education Code</i> [EC] Section 313[f])
English Language Proficiency Assessment Results (Summative Assessment) ELPAC score of: Overall- 4
Teacher Evaluation
Parental Opinion and Consultation
*Smarter Balanced and/or Local Assessments- optional

The Summative English Language Proficiency Assessments for California (ELPAC) are administered annually in the spring (i.e., reading, writing, listening, and speaking). Assessment results are typically communicated at the beginning of the school year. Parents/Guardians will receive their student's score report and a letter indicating the student's language acquisition status (EL or RFEP). Once a student is reclassified as fluent English proficient (RFEP), they no longer need to participate in ELD curriculum and ELD classes.

Long Term English Learner (LTEL)

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

- Students in grades 6 to 12
- Enrolled in U.S. schools for more than six years
- Remained at the same level of English for two or more years as measured by ELPAC

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- Scored "standard not met" or "standard nearly met" on the CAASPP ELA assessment.

Families will be notified annually if their student has been classified as an LTEL. If, despite the implementation of school-wide interventions and supports, a student is still not making "adequate progress", the school will hold a Student Success Team (SST) meeting to discuss the lack of progress. Intervention will be planned by the SST team to support students not meeting interim benchmarks. Interventions will be documented through the Assessment Department. SST goals will be implemented with ToR support and monitoring.

ELs with an IEP

Families, SPED Case Managers, ToRs, or virtual teachers, and the Assessment Department can work together collaboratively to best support the needs of students with an Individual Education Plan (IEP).

Curriculum & Instruction

Your ELD teacher will support you with access to the resources needed for ELD curriculum and instruction.

- Virtual instruction and parent communication is led by the ELD teacher and the Assessment Dept. The ToR will follow up to provide support as needed.
- Students receive 90-105 minutes of instruction each week (class days and times vary depending on grade level) [ELD Class Schedule](#)
- All student absences and travel plans must be reported to the student's ELD Teacher.

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- Assignments will be given by the ELD teacher.
- The ELD teacher will monitor and communicate student participation and progress.

EL Teaching Strategies

SDAIE (Specially Designed Academic Instruction in English)

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

(EC 44253.2[b])

SDAIE Strategies:

- Speak slowly and use repetition
- Lots of visuals and realia
- Manipulatives available
- Activate prior knowledge
- Focus on the meaning
- Graphic organizer/Charts
- Preview-Review
- Gestures and facial expressions
- Self-selected reading
- Scaffolding (visual content, graphic organizers)
- Consistent and Immediate Feedback
- Summarizing and Re-Teaching
- Reciprocal Teaching

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ELD Standards

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

[EACS EL Master Plan](#)

The ultimate goal of Excel Academy Charter School English Learner instruction is to embrace the Federal case law and support each English learner. The school's Master Plan for English Learners serves as a standard for consistent support, implementation, and evaluation of services for English Learners. With a common staff understanding of the goals and procedures, English Learners will receive consistent, high-quality services designed to meet their academic and linguistic needs by:

- Providing all students with the opportunity to participate in high-quality curricular activities that address academic standards
- Offering programs based on student need and sound educational pedagogy
- Maintaining consistent communication with parents
- Providing staff and parent training
- Embracing parent involvement in the educational process
- Providing a process for monitoring the effectiveness of the instruction
- Valuing bi-literacy as a skill that will assist the student in life

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Translation & Interpretation

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

[Deepl](#) is recommended for accurate translation.

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

How can I get involved in EACS decisions for English Learners?

Join the English Learner Advisory Committee (ELAC). This is a committee for parents or other community members who want to advocate for English Learners. School Information and opportunities for English Learner support and participation are shared during the meeting. Information to join these meetings will be shared through school communications. Further information can be found on our [website](#). Please contact eflores@excelacademy.education with any questions.



COMPREHENSIVE SAFETY PLAN

2026 - 2027

Superintendent:

Heidi Gasca

Board of Directors

William Hall, Board President

Michael Humphrey, Board Vice President

Steve Fraire, Board Clerk

Susan Houle, Board Member

Larry Alvarado, Board Member



949-387-7822



excelacademy.education



Comprehensive Safety Plan
Includes: Instructional Continuity Plan (ICP)

2026-2027

1 Technology Drive
Suite I-811
Irvine, CA 92618

Main Excel Academy Office Line: 949-387-7822

Administration

Heidi Gasca, Superintendent

Board of Directors

William Hall, Board President
Michael Humphrey, Board Vice President
Steve Fraire, Board Clerk
Susan Houle, Board Member
Larry Alvarado, Board Member

EVALUATION OF PROGRESS AND REVISION OF THE COMPREHENSIVE SAFETY PLAN

Part 1 and 2 Comprehensive Safety Plan Draft 0119

The Comprehensive School Safety Plan (Plan) is established to ensure the health and safety of pupils and staff. The Plan shall be evaluated and amended, as needed, by the Board of Directors no less than once a year to ensure that the Plan is properly implemented. ~~(Education Code Section 35294.2[e]47605(F)(i)-(ii))~~ **(Education Code Section 47605(c)(5)(F))**. The Plan will be reviewed and updated by March 1 of each year.

The Plan is in compliance with Education Code Sections 44237(A) and (H), inclusive of paragraph (2) of subdivision (a) of Section 32282. **The school additionally complies with Section 32280-32289.5 to the extent required for charter schools.** An updated file of all safety-related plans and materials shall be readily available for inspection by the public. A copy of the Plan will be kept in each school office.

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Section I: Program Plan Purpose

Purpose

The purpose of this Plan is to provide specific guidelines and procedures for Teachers, Administration, Staff, Parents, Students, and Providers. It is the school's goal that readers will be prepared to respond to the variety of emergency situations that could arise in or around school functions and events. This plan serves as the Comprehensive School Safety Plan required by Education Code Sections 32280-32289 and 47605.

Objective

Excel Academy recognizes that students and staff have the right to a safe, secure, and respectful environment where they are free from physical and psychological harm. The school is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student and employee conduct. In accordance with SB 553, this plan integrates the school's Workplace Violence Prevention Plan (WVPP) to protect employees from hazards in the workplace.

Nondiscrimination and Fair Treatment of Pupils

Excel Academy realizes that a major source of conflict in many schools is the problem of bias and unfair treatment of students based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sex, sexual orientation, military or veteran status, genetic information, or association with a person or a group with one or more of these actual or perceived characteristics. Our school strives to convey the attitude that all children can achieve academically and behave appropriately, while at the same time appreciating individual differences. Excel Academy strives to communicate to students and the greater community that all students are valued and respected.

Conduct

Excel Academy believes that all students have the right to be educated in a positive learning environment free from disruptions. At program activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the event.

Behavior is considered appropriate when students are diligent in study, responsible with program property, courteous and respectful towards teachers, staff, volunteers, and other students. Every

effort is made to ensure students are aware of the expected behaviors at a program-organized event.

The Superintendent or designee shall ensure that each program develops standards of conduct and discipline consistent with board policies and administrative regulations. Standards of conduct shall include clear policies on bullying prevention and cyberbullying in accordance with AB 2291.

Parents/guardians and students may be provided information about early warning signs of harassing/intimidating behaviors, such as bullying, as well as prevention and intervention strategies.

Plan Elements

The Excel Academy School Plan contains the following elements:

- Emergency Preparedness
 - Professional Development/Staff Meetings
 - Learning Period Meetings
 - Testing site safety and contact procedures
 - Field trip safety and contact procedures
 - Professional Development/Staff Meetings
 - School office evacuation procedures
 - Workplace Violence Prevention Plan
- Human Resources
 - Mandated Reporter
 - Sexual Harassment
 - Bloodborne Pathogens
 - Active Shooter
 - Opioid Overdose Prevention
- Expectations of Conduct
 - Students
 - Parents/Guardians
 - Staff

The school Plan shall be evaluated annually and re-published in March of each year. A copy of the School Plan will be available for review at the Excel Academy school office and online at www.excelacademy.education. The plan will also be communicated to the local fire and law enforcement agencies annually.

Criminal Background Check

All candidates for employment shall submit to a criminal background check in compliance with Education Code Section 44237 prior to employment. In accordance with AB 1871 and EC 45125.1, this requirement extends to all non-certificated employees and third-party vendors who may have contact with students.

Criminal background checks cannot be carried over from the candidate's prior employer. Failure to submit to a criminal background check will result in the candidate's application for that position being withdrawn from further consideration. Excel Academy maintains a system of subsequent arrest notifications from the Department of Justice (DOJ) to ensure ongoing monitoring of staff eligibility.

Section II: Program Policies

A. Child Abuse Reporting

In compliance with EC Section 32282, this section will identify the proper Child Abuse reporting procedures consistent with Article 2.5 (commencing with Section 11164) of Chapter 2 of Title 1 of Part 4 of the Penal Code.

Duty to Report

In conformance with the requirements of Penal Code 11165.7, any district employee who has knowledge of or observes a child in their professional capacity or within the scope of their employment, whom they know or reasonably suspects has been a victim of child abuse, shall report the known or suspected instance of child abuse to the Sheriff and/or child protective agency immediately or as soon as practically possible by telephone, and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The mandated reporting duties are required of the individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

For the purposes of this reporting procedure and the Penal Code 11166.1, "reasonable suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like situation, drawing when appropriate on their training and experience, to suspect child abuse. Reasonable suspicion does not require certainty; it only requires that it be 'objectively reasonable' for a person in a like position to suspect abuse.

Definitions:

1. "Child Abuse" includes the following:
 - a. A physical injury inflicted by other than accidental means on a child by another person
 - b. Sexual abuse of a child
 - c. Commercial Sexual Exploitation of Children (CSEC), including human trafficking of a minor.

- d. Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody
 - e. Unlawful corporal punishment or injury resulting in a traumatic condition
 - f. Neglect of a child or abuse in out-of-home care
2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors," and "employees of a child protective agency." Mandated reporters include virtually all Excel Academy employees. The following Excel Academy personnel are required to report:
- a. Teachers, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, and those instructional aides or other classified employees trained in child abuse reporting
3. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation
4. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the Superintendent or the director's designee. Per Penal Code 11166(i)(1), no supervisor or administrator may impede or inhibit a reporting duty, and no person making such a report shall be subject to any sanction.

If the mandated reporter does not disclose their identity to the Superintendent, they shall provide or mail a copy of the written report to the main office without their signature or name to ensure the school's record-keeping compliance while maintaining reporter anonymity.

The Superintendent so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with California State law and regulations. At the mandated reporter's request, the Superintendent may assist in completing and filing these forms.

If the mandated reporter does not disclose their identity to the Superintendent, they shall provide or mail a copy of the written report to the main office without their signature or name.

Legal Responsibility and Liability:

Immunity: Mandated reporters have absolute immunity from civil or criminal liability for making a report required or authorized by CANRA (Child Abuse and Neglect Reporting Act).

Penalty for Failure to Report: Failure to report is a misdemeanor punishable by up to six months in jail, a \$1,000 fine, or both. If the failure to report results in death or great bodily injury, the penalty increases to up to one year in county jail and/or a fine of up to \$5,000.

Child Protective Services Hotlines

- 1. Orange county: 714-940-1000 -or- 800-207-4464

2. Los Angeles county: 800-540-4000 (within CA), 213-639-4500 (outside CA), 800-272-6699 TDD
3. Riverside county: 800-442-4918 -or- 877-922-4453
4. Ventura county: 805-654-3200
5. Kern county: 661-631-6011 -or- 760-375-6049
6. San Bernardino county: 909-384-9233 -or- 800-827-8724
7. San Diego county: 858-560-2191 -or- 800-344-6000
8. Imperial county: 760-337-7750

Sheriff's Offices Contact Information

1. Orange county
 - o Phone: 714-647-7000
 - o Website: <http://www.ocsd.org>
2. Los Angeles county
 - o Phone: 323-267-4800
 - o Website: <http://www.lasd.org>
3. Riverside county
 - o Phone: 951-955-2400
 - o Website: <http://www.riversidesheriff.org>
4. Kern county
 - o Phone: 661-391-7500
 - o Website: <http://www.kernsheriff.com>
5. Ventura county
 - o Phone: 805-654-9511
 - o Website: <http://www.vcsd.org>
6. San Bernardino county
 - o Phone: 909-387-3400
 - o Website: <http://www.sbcounty.gov/sheriff>
7. San Diego county
 - o Phone: 858-974-2240
 - o Website: <http://www.sdsheriff.net>
8. Imperial county
 - o Phone: 442-265-2001
 - o Website: <http://www.icso.org>

Within 36 hours, a written report must be sent, faxed or submitted electronically. The written report must be completed on a state form called 8572, which will be downloaded at

Written Report Form (SS 8572): The written report must be completed on the current California DOJ form. Current Form Link: <https://oag.ca.gov/childabuse/forms> (Form SS 8572)

([Appendix C: Child Abuse Report Form](#))

Child Abuse Training Requirement:

- Per AB 1432, all Excel Academy employees must annually complete the Mandated Reporter Training course within the first six weeks of school or by the sixth week of employment.
 - Substitute Employees: Must also complete training before beginning work.
 - Record Keeping: Proof of completion must be submitted to Human Resources and retained for at least three years.
- This course is fully compliant with California Assembly Bill 1432 and is available online through SafeSchools, the school's online training and tracking system designed specifically for education agency employees.
- The SafeSchools learning management system will generate the required reports for proof of completion. Employees must retain a copy of the training certificate.
- Staff must access online training courses at:
 - <http://www.mandatedreporterca.com/> -or-
 - <https://eacs-ca.safeschools.com/login>
 - Mandated reporter training courses will be assigned through the SafeSchools interface.

B. Immigration Enforcement: Notification, Access, and Response Procedures

California law provides protections for students and families in situations involving actual or perceived immigration enforcement activities. Although EACS does not operate a traditional schoolsite, these requirements apply during any in person event, testing session, or activity where EACS personnel are supervising students. When applicable, EACS personnel shall not grant immigration enforcement officers access to students, student records, or EACS-supervised areas unless the officer presents a valid judicial warrant signed by a federal judge or magistrate. Administrative warrants are not sufficient for granting access. If immigration enforcement officers appear at a EACS-supervised event, personnel will immediately notify the Superintendent or Incident Commander, request identification and the stated purpose of the visit, and decline entry where possible until the documentation has been reviewed by EACS administration. The Superintendent or designee will examine any warrant or request to determine whether it meets the legal requirements and will communicate directly with the enforcement officer regarding EACS's response. All encounters will be documented according to EACS procedures.

EACS will notify parents and guardians as soon as reasonably possible, unless prohibited by law, and will provide the communication in the primary language listed in the student's records. Notifications will describe the nature of the enforcement activity, whether students or staff were contacted, and any relevant rights or resources available to families. Student information will remain protected under FERPA and California law, and EACS will not release educational records or personally identifiable information to immigration enforcement officers unless compelled by a valid court order that has been reviewed and verified by the Superintendent or designee.

All personnel will receive annual training on the procedures including recognizing valid warrants, responding to actual or perceived immigration enforcement, following notification requirements, and maintaining appropriate confidentiality. During in-person events or testing sessions, supervising personnel will review these procedures in advance and be prepared to contact administration if an immigration enforcement officer appears. EACS will also inform hosting facilities, when appropriate, that the school follows California's student and family immigration-enforcement protections.

C. Routine & Emergency Disaster Procedures - Continuity Plan for Disruption in in-person learning

Overview & Scope

Excel Academy is primarily an independent study program. However, during school-sponsored events (testing, field trips, staff meetings), the school assumes custodial responsibility. This plan satisfies the requirements of EC 32282 regarding disaster procedures and emergency protocols.

Continuity of Learning (Disruption Plan)

In the event of a localized or state-wide disruption to in-person services (e.g., pandemic, wildfire, or loss of administrative office access):

- **Instructional Continuity:** Instruction will continue via the established Independent Study Master Agreement.
- **Communication:** The school will utilize the emergency communication system (e.g., ParentSquare, email, or SMS) to provide status updates within 24 hours of the disruption.
- **Virtual Services:** If testing sites or field trips are cancelled, the school will provide alternative virtual enrichment or reschedule state testing within the CDE-approved testing window.

Required Training and Resources for All Employees

- Active Shooter/ Tactical Response: Based on "Run, Hide, Fight" or "ALICE" protocols.
- Workplace Violence Prevention: In compliance with SB 553 (California's new Workplace Violence Prevention requirement).
- Mandated Reporting & First Aid: SafeSchools modules.
- Emergency Contact: Employees must maintain updated emergency contact data in Paycom.

Professional Development/Staff Meetings

Biannual staff meetings are conducted.

Guidelines for Student and Staff Dismissal

Student Dismissal & Communication Protocol

- **Emergency Communication (Cell Phones):** While students may possess smart phones, during an active emergency, use is restricted to emergency-related communications only to keep lines open for first responders and prevent the spread of misinformation. Students must

follow the specific directives of the Superintendent or Law Enforcement regarding when it is safe to broadcast their location.

- Authorized Pick-up: Students will only be released to adults listed on the emergency contact card with valid photo ID.
- Extended Supervision: In a disaster (e.g., earthquake) where travel is impossible, school staff will remain "in loco parentis" until every student is safely released.

Staff Dismissal (Disaster Service Workers)

Per Government Code 3100, all public employees (including charter school staff) are designated as Disaster Service Workers. In a declared state of emergency, staff may be required to remain on-site or report to a designated area to assist in emergency response until officially released by the Superintendent or Emergency Command.

School Events

In the event that a state of emergency is declared that does not pose an immediate threat to the school, all students will be required to remain onsite, or at an alternate location, designated by law enforcement under the supervision of the Superintendent, director's designee, or other school staff assigned by the Superintendent or designee. Students not already attended by a parent/guardian will not be permitted to leave until:

1. Regular dismissal time, and only if it is considered safe to do so.
2. An authorized adult with a photo ID, who is identified as the designated pick-up, arrives to retrieve the student.
3. In the event of a natural or man-made disaster that prevents parents and other designated adults from picking up students, students will remain under the supervision of school staff.
4. In the event of perceived threat of danger or emergency students would be authorized to use smart phones to make emergency related communications.

Incident Command: Superintendent Responsibilities

The Superintendent (or designee) serves as the Incident Commander and shall:

- Assess & Alert: Contact local Sheriff/HP to determine evacuation necessity.
- Communication: Act as the sole liaison for media and the Board/Superintendent.
- Accounting: Ensure all "Teachers of Record" have accounted for students at the site.
- Emergency Apps: Monitor "PulsePoint" or "Integrated Reporting" apps for real-time local threats.

Emergency Response Protocols: Fire

Fire & Evacuation (Sites/Offices)

1. **Immediate Evacuation:** Trigger alarm; evacuate via nearest safe exit.
2. **Elevators:** Never use elevators during fire or earthquake.
3. **ADA Assistance:** Senior staff must implement pre-arranged "Buddy Systems" for individuals with mobility or sensory disabilities.
4. **Window Breakers:** Only to be used if primary and secondary door exits are fully obstructed.
5. **Re-entry:** Prohibited until a "Code Clear" is issued by the Fire Department.

Testing Sites (Mobile Operations)

Due to the temporary nature of testing sites, the Assessment Lead is responsible for:

- Identifying the host facility's evacuation map upon arrival.
- Begin orderly evacuation immediately
- Lead students to the designated evacuation area away from fire lanes
- Designating a specific "Rally Point" in the parking lot for Excel Academy students.
- Maintaining a physical "Sign-in/Sign-out" sheet to ensure 100% accountability during an evacuation.
- Report any missing students to the Assessment Lead or senior Excel Academy employee immediately
- Remain with students until given alternative instructions
- In the event of perceived threat of danger or emergency students would be authorized to use smart phones to make emergency related communications.

Student Catching Fire (Stop, Drop, and Roll)

- Instruct student to **Stop, Drop, and Roll**.
- Smother flames with a non-synthetic blanket or jacket (wrap from neck down to protect face).
- Immediately call 911 and notify the Superintendent.

Building Fire

- Evacuate the building as soon as possible. The safety of all persons and students must take precedence over personal effects.
- Call 911
- Contact the Superintendent or designee
- Do not re-enter the building until directed by law enforcement and/or fire

Emergency Response Protocols: Relocation, Threats, and Hazards

1. Relocation/Evacuation/Refuge

Relocation from the School Office

In any emergency requiring evacuation, all employees must prioritize life safety over property.

- **Immediate Action:** Cease all activities and exit via the nearest safe stairwell or door.
- **Leadership:** The most senior staff member present serves as the Site Incident Lead until emergency services arrive.
- **Elevators:** Use is strictly prohibited.
- **ADA & Accessibility:** Excel Academy maintains a voluntary "Self-Identification" list for staff/visitors requiring assistance. The Site Incident Lead will assign "Evacuation Buddies" to assist individuals with disabilities.
- **Emergency Egress (Window Breakers):** Window breakers are located in designated areas. They are only to be used as a last resort if all primary and secondary door exits are non-navigable. Staff must exercise extreme caution to avoid falling glass and secondary injuries.
- **Accountability:** Once at the "Rally Point" (Appendix F), the Site Incident Lead will conduct a roll call of all employees and visitors.
- **Re-entry:** No person shall re-enter the building until the Fire Department issues a "Code Clear" and the Superintendent or designee authorizes re-entry.

Relocation from Mobile/Public Sites (Testing, Field Trips, Homes)

1. **Host Procedures:** Follow the specific evacuation posted by the venue (e.g., community center, hotel).
2. **Supervision:** Excel Academy staff must remain with students at all times during the evacuation and relocation process.
3. **Reporting:** Once safe, the staff member must contact a school administrator to confirm the safety of all participants.

Relocation/Evacuation from the School Office

In the event that an emergency occurs, all employees are to evacuate the building by following the procedures below. For an evacuation map, please see Appendix F.

1. All employees must immediately stop whatever they are doing and quickly and safely exit the building, if possible.
2. It is the responsibility of the most senior staff member present at the time of the emergency to see that all employees leave the building promptly and safely.
3. All employees must exit the building by way of the nearest exit or stairwell to the outside.
 1. If the nearest stairwell is blocked by smoke, use the other stairwell. **DO NOT USE THE ELEVATOR.** Excel Academy will make every attempt to create prior arrangements with staff and individuals with disabilities as needed to assist them in the event of an evacuation.
 2. If the nearest doorway or exit is blocked, and if the emergency calls for immediate evacuation, utilize the window breaker to clear a safe path to the outside.
1. Follow the exit plans and get to the secure designated meeting area.
2. Once outside the building, the designee will:
 1. Confirm that the fire department has been called (911)
 2. All employees must immediately congregate in the designated meeting area and the senior employee will confirm that all employees and visitors are out of the building and accounted for.
 3. Designate someone to meet the fire department to provide additional information if necessary.
1. Staff members will be assessed to determine if additional medical attention is required and appropriate action will be taken.
2. Do not re-enter until the building is declared safe by the Fire Department and you are informed to do so by the Superintendent or designee.
3. In the event of perceived threat of danger or emergency students would be authorized to use smart phones to make emergency related communications.

Relocation/Evacuation from a public meeting space, business or home

1. Follow the evacuation procedure posted at the meeting space or business location.
2. Follow staff member instructions.
3. Excel Academy employees, supervise the evacuation of students and parents
4. Ensure that all parents and/or students are accounted for.
5. Contact 911 as soon as it is safe to do so.
6. Contact a school administrator to inform them of the situation.
7. If order is evacuation from home please notify your Teacher of Record for additional resources.

8. In the event of perceived threat of danger or emergency students would be authorized to use smart phones to make emergency related communications.

2. Bomb Threats

Excel Academy Administrative staff or teachers may be notified of bomb threats via different mediums, e.g., telephonic, written, email, etc. In the event of a bomb threat, the administration will assess the location of the bomb threat and how many TORs, staff and students may be in or near the area of the threat.

If Administration, TORs, or support staff are the person(s) receiving the message of a bomb threat by phone they must try to maintain contact with the caller and ask for the location of the bomb, the time it is expected to detonate, the reason for the bomb, etc. In the event that a staff member or TOR receives a bomb threat, they must immediately notify:

- The Superintendent
- The Sheriff's Department
- The Fire Department

Excel Academy treats all threats as serious until a formal threat assessment is completed.

- **Receiving the Threat:** If via telephone, the recipient should attempt to keep the caller on the line as long as possible. Note the caller's ID, background noises, and specific tone.
- **Immediate Notification:** Notify the **Superintendent** and **911** immediately.
- **Threat Assessment:** The Superintendent will coordinate with Law Enforcement to determine if the threat is "Low," "Medium," or "High" priority.
- **Evacuation vs. Shelter:** * Do not automatically evacuate unless directed by Law Enforcement or if a suspicious package is visible.
 - **Radio/Cell Silence:** During a bomb threat, staff should avoid using high-frequency radios or cell phones in the immediate vicinity of a suspected device, as these can potentially trigger electronic detonators.

3. Bioterrorism & Hazardous Materials

Biological Threats (Bacteria, Viruses, Toxins)

A biological attack may not be immediately apparent. Excel Academy will follow the guidance of the County Department of Public Health.

- **Suspicious Substances:** If a suspicious powder or substance is found, do not touch, smell, or move it. Clear the room and seal it if possible.
- **Hygiene:** In a declared biological emergency, staff and students must adhere to strict handwashing protocols and avoid sharing any utensils or equipment.
- **Quarantine:** Staff may be required to remain at a site if local health officials order a temporary quarantine to prevent the spread of a contagious agent.

Chemical Emergencies (Toxic Vapors/Liquids)

If a chemical release occurs within the vicinity of a school operation:

- **Upwind Movement:** If outdoors, move crosswind and then upwind, away from the source of the odor or cloud.
- **Shelter-in-Place (SIP):** If evacuation is not possible, move to an internal room.
 - **HVAC:** Turn off all air conditioning and heating units.
 - **Seal:** Use duct tape and plastic sheeting to seal gaps around doors, windows, and vents.
- **Decontamination:** If exposed, remove all clothing (cutting it off to avoid head contact) and wash skin thoroughly with soap and water. Seek professional medical evaluation immediately.

4. Continuity of Operations

In the event that the school office or a primary site is rendered unusable by a disaster (Fire, Chemical, or Bomb Threat), administrative functions will transition to a remote work environment. All critical records are stored in cloud-based systems (e.g., Paycom, Student Information System) to ensure instructional continuity for independent study students.

1. Earthquake Procedures

Indoor Protocol (Offices, Testing Sites, Homes)

In the event of seismic activity, the primary goal is protection from falling debris.

- **Drop, Cover, and Hold On:**

- **Drop:** Get down on your hands and knees.
- **Cover:** Head and neck (and entire body if possible) under a sturdy table or desk. If no shelter is nearby, get next to an interior wall away from windows.
- **Hold On:** Maintain your position until the shaking stops.
- **Accessibility Adaptations:** Students or staff with mobility impairments who cannot drop to the floor should remain seated, lean forward to protect their torso, and cover their head and neck with their arms/hands. Lock wheelchair wheels if applicable.
- **Post-Shaking Action:**
 - **Immediate Evacuation:** Once shaking stops, evacuate the building immediately via stairs. **Do not wait for a formal alarm.** Structural damage may not be visible, and aftershocks can cause weakened structures to collapse.
 - **Assessment:** The Site Lead or Proctor will carry the "Emergency Binder/Proctor Folder" to ensure all students are accounted for at the designated outdoor assembly area.
 - **Hazard Check:** Do not use matches, lighters, or electrical switches until it is confirmed there are no gas leaks.

Outdoor Protocol

- **Clear Area:** Move away from buildings, streetlights, utility wires, and large trees.
- **Drop and Cover:** Once in a clear area, drop to the ground and stay there until the shaking stops.
- **Testing/Group Events:** Proctors must maintain line-of-sight with all students. After shaking stops, move to the pre-designated assembly area and conduct a roll call.

2. Flood & Flash Flood

Prevention & Preparation

- **Cancellation Policy:** The Superintendent or designee monitors National Weather Service (NWS) alerts. If a **Flood Warning** is issued for a region where meetings or testing are scheduled, those events will be cancelled or moved to a virtual format.
- **Communication:** TORs (Teachers of Record) will use the school's emergency notification system to alert parents of cancellations.

Response Actions

- **The "6-Inch Rule":** Never attempt to walk or drive through moving water. Six inches of water can stall a vehicle or knock over an adult.

- **Higher Ground:** If a Flash Flood Warning is issued, move to the highest floor of a building or to elevated terrain immediately. Do not wait for instructions.
- **Vehicle Safety:** If water rises around a stationary car, abandon it only if you can safely reach higher ground. If the water is moving, stay with the vehicle unless the water enters the interior.

3. Power Failure / Blackout

Operational Continuity

- **Communication:** In a widespread blackout, cellular towers may be overwhelmed. Staff should prioritize SMS (text) over voice calls for emergency status updates to the Superintendent.
- **Safety Actions:**
 - **Equipment Protection:** Unplug computers and sensitive testing equipment to prevent damage from power surges when electricity is restored.
 - **Lighting:** Use flashlights only. Do not use candles due to fire risk.
 - **Food Safety:** Keep refrigerator and freezer doors closed. For outages exceeding 4 hours, perishable food should be discarded.
- **Testing Impacts:** If a blackout occurs during a high-stakes testing session, proctors must note the exact time of the outage. Students should remain in their seats until the Assessment Lead determines if the site is safe to remain in or if an evacuation to a daylight-lit area is required.

Resource Links

- **Earthquake Preparedness:** [ShakeOut.org](https://www.shakeout.org)
- **Flood/Power Safety:** [Ready.gov](https://www.ready.gov)

4. Intruders/Solicitors/Weapons/Assault/Hostage

Compliance & Training Standards

- **SB 553 Compliance:** In accordance with California Labor Code § 6401.9, this document serves as part of the school's Workplace Violence Prevention Plan (WVPP).

- **Mandatory Training:** All staff must complete active shooter response training (SafeSchools) and participate in quarterly drills. Records of training and drill evaluations will be maintained for a minimum of five years.
- **Reporting Mandate:** Staff must report any "perceived threat" immediately to law enforcement. Under California law, a credible threat of violence can be grounds for a Workplace Violence Restraining Order (WVRO).

Active Shooter Response (Run, Hide, Fight)

A. EVACUATE (Run)

If there is an accessible escape path, attempt to evacuate the premises.

- **Visibility:** Keep hands visible and empty at all times to show law enforcement you are not a threat.
- **Exits:** Do not use elevators. If at a vendor/public site, identify at least two emergency exits upon arrival.
- **Communication:** Call 911 only when safe to do so. Provide: Suspect description, weapon type (handgun, rifle, etc.), and last known direction of travel.

B. LOCKDOWN/HIDE (Hide)

If evacuation is not possible, secure your immediate area.

- **Barricade:** Lock the door and blockade it with the heaviest furniture available.
- **Environment:** Turn off lights, silence cell phones (vibrate off), and close all blinds. The objective is to make the room appear unoccupied.
- **Tactical Positioning:** Stay low to the floor, away from the door's line of sight, and behind solid objects (filing cabinets, desks).
- **Silence:** Do not open the door for anyone. Law enforcement will have keys or will announce themselves with specific commands.

C. SELF-DEFENSE (Fight)

As a last resort, and only when your life is in imminent danger.

- **Aggression:** Act as aggressively as possible.
- **Tools:** Use improvised weapons (fire extinguishers, chairs, heavy books).
- **Teamwork:** If with other staff, coordinate an ambush position near the door entry.

Threat Levels & Definitions

Level	Situation	Action
Secure Campus	Threat is in the <i>vicinity</i> (e.g., police activity nearby).	Lock all exterior doors. Move students indoors. Business continues as usual inside.
Lockdown	Immediate threat <i>on-site</i> or inside the building.	"Run, Hide, Fight" protocol. Lights off, barricade doors, total silence.
Hostage	Staff/Student held against their will.	Do not move toward the perpetrator. Follow all instructions. Keep the line to 911 open if possible.

Operational Responsibilities

- **School Director/HR:** Maintain the Workplace Violence Incident Log (required by OSHA).
- **On-Site Designee:** The senior staff member present serves as the Incident Commander until law enforcement arrives. They are responsible for the "Go-Bag" (First Aid kit and Student Roster).
- **Mobile Staff (TORs):** When at vendor sites (e.g., parks, libraries), the TOR is authorized to immediately terminate the meeting and evacuate at their own discretion if a threat is perceived.

Post-Incident Requirements

- **Accountability:** Conduct a full roll call at the evacuation assembly area. Notify the Superintendent immediately.
- **Trauma Support:** The school will provide mental health resources and "Psychological First Aid" for staff and students involved in the incident.
- **Investigation:** No staff member should speak to the media. All inquiries must be directed to the Superintendent or designated Public Information Officer (PIO).

School Director and Human Resources

1. Maintain current staff emergency contact information in HR/Payroll System
2. Develop site emergency plans and protocol as well as communicate plans to staff
3. If facilities owned by Excel Academy, clearly post a site map indicating various evacuation routes and exits within the facility, fire extinguishers, location of the site alarm, and predesignated refuge or safe areas outside
4. Provide a first aid kit including flashlights and a window breaker
5. Provide safety training as needed

Designee

1. The most senior staff member present at the time of the emergency
2. Uphold the evacuation and Plan
3. Bring first aid kit

All Additional Office Staff

1. Maintain a current personal emergency contact with Excel Academy in Paycom
2. Responsible for following the emergency and Plan during an incident

5. Emergency Protocol: Testing Site Lockdown & Secure Campus

Authority to Call a Lockdown

The decision to initiate a Lockdown or Secure Campus status may be made by the Assessment Lead (AL), the Site Designee, or any Teacher of Record (TOR) who perceives an immediate threat to student safety.

Distinction of Protocols (Crucial for Compliance)

Status	Threat Level	Entry/Exit Policy
Lockdown	Immediate threat ON-SITE (Armed intruder, violent assault).	TOTAL STOP. All doors locked. No visitors allowed. Lights off. Silence.
Secure Campus	Threat NEARBY (Police activity in neighborhood, loitering).	Exterior doors locked. Entry/Exit monitored and restricted to authorized personnel. Business as usual inside.

Designee Responsibilities (Incident Commander)

Immediate Actions

- Notification: Notify the venue/site management and all proctors immediately via the fastest available method (e.g., text group, verbal, or PA system).
- Law Enforcement: Call 911 (or local Sheriff) and provide the site address and nature of the threat.
- Chain of Command: Contact the Superintendent or designee as soon as the immediate site is secured.

Operational Management

- Access Control: * *In Secure Campus*: Station an employee at the main entrance to vet all entrants.
 - *In Lockdown*: Do not station anyone at the entrance; all staff must seek cover.
- Parent Communication: Notify parents via the school's emergency alert system. State the status (Lockdown vs. Secure) and instruct them not to come to the site until the "All Clear" is given to avoid interfering with emergency responders.
- Dismissal: Delay all student dismissals until law enforcement or the Superintendent authorizes the "All Clear."

Proctor & Staff Responsibilities

Supervision

- Control: Keep all students indoors and maintain a calm, quiet environment.
- Room Security: Lock classroom doors immediately. Do not open for anyone until the "All Clear" is announced by the Designee or Law Enforcement.
- Bathroom Policy: * *In Secure Campus*: Students may use the restroom if escorted by a staff member.
 - *In Lockdown*: No one leaves the room. Use a "emergency bucket" system if the lockdown becomes prolonged.

Communication & Privacy

- Confidentiality: Do not share the names of students involved in the trigger event (e.g., in a custody dispute) with other parents or the public.
- Information Sharing: Use age-appropriate language to explain the delay to students. Focus on the fact that "we are staying inside to stay safe while the adults outside do their jobs."

Post-Incident Requirements

- Reunification: Students must only be released to authorized guardians with valid ID at the designated pick-up location.
- Incident Report: The Designee must complete a Workplace Violence Incident Log and an Internal Incident Report within 24 hours.
- Staff Debrief: A mandatory 10-minute break/rotation should be established once the site is secured and additional staff (or law enforcement) can provide relief.

6. Emergency Protocol: Explosion & Hazardous Fumes/Gas

Explosion: Immediate Survival Actions

In the event of an explosion, staff must prioritize immediate life safety for themselves and their students.

During the Event (Immediate Response)

- Drop, Cover, and Hold On: If things are falling, get under a sturdy table or desk. Protect your head and neck.
- Evacuation: Once the initial shock/falling debris stops, evacuate immediately. Do not use elevators.
- Hazards: Watch for weakened floors, stairways, and shattered glass. If there is smoke, stay low to the floor.
- Personal Property: Do not stop to retrieve personal items or bags.
- Post-Evacuation Positioning: Once outside, move at least 300 to 500 feet away from the building. Do not stand near windows, glass doors, or under power lines.

If Trapped in Debris

- Avoid unnecessary movement to minimize kicking up dust.
- Cover your nose and mouth with clothing or a handkerchief.
- Signal rescuers: Use a whistle, tap on a pipe or wall, or use a flashlight.
- **Shout only as a last resort** to prevent inhaling toxic dust or smoke.

Gas Leaks / Chemical Fumes

- **Immediate Evacuation:** If you smell gas (rotten eggs) or see a "shimmering" in the air, evacuate everyone immediately.
- **Ignition Sources:** Do not turn light switches on or off, use a cell phone inside the building, or pull a manual fire alarm pull station if a gas leak is suspected (these can create a spark). Use a phone only once safely outside.
- **Ventilation:** Do not stop to open windows. Leave the building as-is and exit.

Leadership & TOR Responsibilities

The Teacher of Record (TOR) or designee on-site assumes the role of Incident Commander until emergency services arrive.

Tactical Requirements

1. Call 911: Once safely outside, report the specific location and whether anyone is known to be trapped.
2. Notification: Notify the Superintendent, or Site Designee immediately after calling 911.
3. Accounting (The Roster): This is a critical legal requirement.
 - Take a physical or digital roll-call of all students, parents, and staff present.
 - Identify missing persons to first responders immediately.
4. Reunification: Establish a "Parent Check-In" point away from the emergency vehicle access route. Do not release students to anyone not on the emergency contact list.
5. Site Security: Ensure no student or staff member re-enters the building for any reason (even for car keys or medication) until the Fire Department issues an "All Clear."

Post-Incident Realities

- Mental Health: An explosion is a high-trauma event. The school will coordinate the "Crisis Response Team" to provide counseling for students and staff.
- Investigation: The site will likely become a crime scene or a federal investigation site. Staff should be prepared to provide statements to law enforcement but should refer all media inquiries to the school's Public Information Officer (PIO).
- Operational Continuity: Expect a prolonged site closure. Remote testing or alternative site locations will be communicated by the Superintendent.

7. Administrative & Off-Site Safety Protocols

Main Office Operations (Rented Facility)

Excel Academy operates out of a leased facility. While the school maintains its own internal evacuation map (Appendix F), the following compliance measures apply:

Emergency Infrastructure

- Landlord Coordination: The Site Designee shall maintain current contact information for the property manager. Any building-wide emergencies (water, fire, structural) must be reported to the property owner immediately after emergency services.

- First Aid & Safety: The Main Office shall maintain a visible, stocked First Aid Kit and a folder containing staff emergency contact information.
- Evacuation Drills: Staff shall participate in at least one annual walkthrough of the evacuation route to the designated assembly area.

Public Relief Agency Requests

In the event a Public Relief Agency (e.g., Red Cross) requests the use of the Main Office during a community disaster:

- Approval Process: A special Board meeting or Superintendent emergency authorization is required.
- Lease Compliance: The Site Designee must verify that such use does not violate the terms of the facility lease.
- Operational Support: If approved, staff shall provide the agency with access to common areas and utilities but shall secure all confidential student and personnel files in locked, fire-proof cabinets before granting access.
- Logistics: Notify neighboring businesses and the property owner of the agency's presence to ensure coordinated parking and site security.

Learning Period Meetings (LPM) - Off-Site Safety

LPMs occur in public spaces (libraries, parks, etc.). While these are non-school-owned sites, the safety of the student and teacher remains a priority.

Duty of Care & Responsibility

- Parental Presence: Parents/Guardians are required to be present for the duration of the LPM.
- Emergency Authority: In the event of an emergency or threat (e.g., active shooter, fire, medical emergency), the Teacher of Record (TOR) and the Parent shall cooperate on the safest course of action.
- Decision Making: If a disagreement occurs regarding evacuation or safety maneuvers, the TOR's primary responsibility is to follow established school safety training (e.g., Run-Hide-Fight) and advise the family accordingly.
- Incapacitation: If the parent is not present or is incapacitated, the TOR assumes temporary protective custody of the student and must follow the "Explosion/Emergency" evacuation protocols, staying with the student until they can be released to emergency responders or an authorized emergency contact.

8. Emergency Communications

- Student Device Use: During a perceived threat of danger or an actual emergency, students are authorized to use smartphones or other mobile devices to communicate with family members or emergency services.

- **Staff Coordination:** Staff should ensure that emergency communication does not interfere with immediate safety actions (e.g., keeping phones on silent during a "Hide" scenario).

9. Testing & Field Trip Safety Operations

Assessment Site Protocols (In-Person)

Excel Academy utilizes non-owned venues for standardized testing. The Assessment Lead (AL) is the designated safety officer for these sites.

Assessment Lead (AL) & Designee Requirements

- **Certifications:** Must maintain current Adult/Pediatric First Aid/CPR/AED certification.
- **Training:** Must complete SafeSchools modules for School Intruders, Active Shooter, and Epinephrine Auto-Injector administration.
- **Documentation:** AL must maintain the "Assessment Lead Manual" on-site, containing safety protocols and the student medical alert roster.
- **Incident Reporting:** Any medical or behavioral incident (including minor cuts or emotional upset) must be documented via the Incident Report (Appendix K).

Student Safety & Release

- **Verification:** All student releases require Photo ID verification against the emergency contact list in Paycom (Appendix A).
- **Medical Alerts:** Proctors must be briefed on student-specific allergies/medical alerts (from CAASPP Site Security forms) while maintaining student confidentiality.
- **Identification:** All staff must wear Excel Academy lanyards and/or branded shirts to be easily identifiable to students and venue security.

10. Field Trips & Community Engagement

Field trips are categorized into two types: Parent-Supervised (General) and Drop-Off (Specific).

Parent-Supervised Trips

- **Supervision:** Parents/Guardians retain primary physical custody and supervision of their students at all times.
- **Compliance:** Parents must follow venue-specific evacuation guidelines and school behavior expectations.

Drop-Off & Overnight Trips (Excel Academy Chaperoned)

- Duty of Care: For drop-off events, Excel Academy staff/chaperones assume in loco parentis (temporary legal responsibility).
- Chaperone Requirements:
 - Maintain an active group text for emergency coordination.
 - Carry "Group Folders" containing student lists, emergency contacts, and 504/IEP/Allergy alerts.
 - Verify student identity and parent contact info at the time of drop-off.
- Communication: The Community Engagement Coordinator must ensure all chaperones have the Coordinator's cell number programmed and emergency apps downloaded.

Medical & Emergency Response (All Trips)

- First Aid: A mobile First Aid Kit and a CPR/AED Responder Pack (with face shield) must be present at every field trip.
- Incapacitation: If a student is under school supervision during a declared emergency, they will only be released to designated persons. In an evacuation, staff will remain with students until a hand-off to emergency services or authorized guardians is completed.
- Mandated Reporting: Staff are reminded that their role as mandated reporters extends to all school-sanctioned field trips, regardless of location.

11. Site Preparedness (Non-Owned Venues)

Because venues are public/rented, the following must be performed prior to the event:

1. Map Retrieval: Assessment Lead/Community Coordinator shall attempt to obtain site-specific evacuation maps.
2. Assembly Points: Clearly designate a "Secondary Assembly Area" in case the venue's primary area is compromised.
3. Supplies: Maintain emergency "Go-Bags" containing water, non-perishable food, and latex-free gloves.

Additional Resources

- Children and Youth Preparedness Social Media Toolkit: <https://www.ready.gov/youth-toolkit>
- Preparing Makes Sense for People with Disabilities, Others with Access and Functional Needs, and the Whole Community: https://www.fema.gov/media-library-data/1440775327070-3e00ff335d637a63551092a24d585301/SpecialNeeds_LargePrint_v3.pdf
- Individuals with Disabilities: <https://www.ready.gov/individuals-access-functional-needs>

D. Suspension/Expulsion Policies and Procedures

Governing Law: The procedures by which students can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
 - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
 - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).*
- (iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination*

notice, involuntary transfer notice, and other documents and related information. Education Code Section 47605(c)(5)(J).

Policy:

This student Suspension and Expulsion Policy has been established in order to promote learning, provide for the safety of students, staff, and visitors to EACS and serve the best interests of students and their parents or guardians. In creating this policy, the Charter School reviewed Education Code Section 48900 et seq., which describes the offenses for which students at non charter may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal ("involuntary withdrawal"). The language that follows is largely consistent with the language of Education Code Section 48900 et seq. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions and involuntary withdrawals, and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion, or involuntary withdrawal.

If this policy is violated, it may be necessary to suspend or expel a student from regular instruction. This policy shall serve as EACS's policy and procedures for student suspension, expulsion, and involuntary withdrawal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. EACS staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations. EACS will develop a procedure for the periodic review and amendment of this Policy and, in particular, the lists of offenses for suspension or expulsion.

EACS administration shall ensure that students and their parents/guardians¹ are notified in writing upon enrollment of all discipline and involuntary withdrawal policies and procedures. The notice shall state that this Policy and Procedures are available on request.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or

¹ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker, and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary withdrawal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom EACS has a basis of knowledge of a suspected disability pursuant to the IDEA or who is qualified for services under Section 504 is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law requires additional or different procedures. EACS will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities for whom EACS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

No student shall be involuntarily withdrawn by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to withdraw the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student and the student's parent/guardian of the basis for which the student is being involuntarily withdrawn and the student's parent/guardian's right to request a hearing to challenge the involuntary withdrawal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include withdrawals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

Alternative Means of Correction

For a student facing discipline for a discretionary offense listed below, the Superintendent may, whenever possible and practicable, provide alternatives to suspension or expulsion. These alternatives shall use a research-based framework with age-appropriate strategies that improve behavioral and academic outcomes while addressing and correcting the student's specific misbehavior.

The Charter School shall not suspend or expel any student based solely on the fact that they are truant, tardy, or otherwise absent from school activities. Violations of the Charter School's attendance expectations shall be addressed in accordance with Charter School Attendance and Truancy Policy and/or Independent Study Policy, as applicable.

No student may be suspended or expelled for willful defiance or disruption. Alternatively, Charter School staff may refer a student who engages in willful defiance and/or disruption to the Superintendent or designee for appropriate and timely in-school interventions or supports. Within five (5) business days, the Superintendent or designee shall:

- 1) Document the actions taken and save the document to the student's record
- 2) Inform the referring staff member what actions were taken and if none, the rationale used for not providing any appropriate or timely in-school interventions or supports.

For a student who has been suspended, or for whom other means of correction have been implemented, for an incident of racist bullying, harassment, or intimidation, the Charter School may require both the victim and perpetrator to engage in a restorative justice practice. The Charter School may also require perpetrators to engage in culturally sensitive programs that promote racial justice and equity and combat racism and ignorance.

The Charter School may utilize its Multi-Tiered System of Supports, which includes restorative justice practices, trauma-informed practices, social and emotional learning, and schoolwide positive behavior interventions and support, be used to help students gain critical social and emotional skills, receive support to help transform trauma-related responses, understand the impact of their actions, and develop meaningful methods for repairing harm to the school community.

Procedures:

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity; or school attendance occurring at any time including, but not limited to (a) while on school grounds; (b) while going to or coming from school; (c) during the lunch period, whether on or off the school campus; (d) during, or while going to or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses.

Students may be suspended when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in, hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by

a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
 - s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
 - t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- u) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an

aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).

- v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

2. Non-Discretionary Suspension Offenses:

Students must be suspended and recommended for expulsion when it is determined the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

3. Discretionary Expellable Offenses:

Students may be recommended for expulsion when it is determined the student:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended for that disclosure.

- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

- o) Assault or battery, as defined in Penal Code Sections 240 and 242, upon any school employee.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably

expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with their academic performance.
- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

- i. A message, text, sound, video, or image.
- ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without

- consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
- iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - v) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.

4. Non-Discretionary Expellable Offenses:

Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Excel Board that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than

one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Superintendent or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Superintendent or designee.

The conference may be omitted if the Superintendent or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and the student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. Penalties shall not be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian, at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without

delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Superintendent or designee, the student and the student's parent/guardian shall be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student and the student's parents/guardian, unless the student and the student's parent/guardian fail to attend the conference.

This determination will be made by the Superintendent or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of a neutral and impartial Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Charter School Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Superintendent or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act ("FERPA")) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;

7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The Board or Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Board or Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing.

The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be

based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony.

I. Expulsion Decision

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The Board of Directors may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Board. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Board of Directors may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Board revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Board of Directors shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Board of Directors shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Superintendent or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

M. Expelled Students/Alternative Education

Students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Superintendent or designee and the student and student's parent/guardian to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Superintendent or designee shall make a recommendation to the Board of Directors following the meeting regarding

the Superintendent or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Removal Due to Noncompliance with Independent Study Requirements

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after three (3) missed assignments, an evaluation is held to determine whether it is in the best interest of the student to remain in independent study. If it is determined that it is not in the student's best interest to remain in independent study, the Charter School may involuntarily remove the student after the Charter School follows the requirements of the Discipline and Involuntary Withdrawal Policy and only after providing notice and an opportunity for a parent, guardian, educational rights holder to request a hearing prior to any involuntary withdrawal as forth herein.

R. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary withdrawal of Students with Disabilities

1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to

address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parent/guardian² to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent/guardian and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the

² Individuals in Footnote #1 are active participants in the meeting.

conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Superintendent or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

S. Offenses for Involuntary Withdrawal

EACS has adopted a Discipline and Involuntary Withdrawal Policy. Pursuant to that policy, involuntary disenrollment may be recommended for violation of any of the following non-disciplinary school policies:

- Attendance
- Academic Integrity
- Civility
- Acceptable Use
- Satisfactory Educational Progress
- The student fails to complete all mandated school assessments.
- Failure to provide documentation and information to the Charter school in order to record attendance in accordance with applicable laws.
- Failure to provide requested documentation for continued enrollment, such as proof of residency
- Failure to attend and respond to school communications during the first ten (10) school days.

Students with IEPs and/or 504 plans may also be subject to involuntary withdrawal described in this policy. EACS will comply with all applicable federal and state laws when a special education student is being considered for an involuntary withdrawal. The procedures for involuntary withdrawal including reengagement and the right to request a hearing prior to disenrollment are set forth in EACS's Discipline and Involuntary Withdrawal Policy.

S. Procedure for Involuntary Withdrawal

A hearing shall be held within thirty (30) school days after the student has accrued three (3) missed identified assignments to determine whether it is in the best interest of the student to remain in independent study. The Charter School may involuntarily remove the student after the Charter School follows the requirements of the Master Agreement and independent study policy regarding the best interest meeting, and only after providing notice and an opportunity for a parent, guardian, or educational rights holder to participate in the hearing as set forth herein and in Education Code Section 47605(c)(5)(J)(iii).

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

- The date and place of the hearing.
- A statement of the specific facts, charges and violations upon which the proposed withdrawal is based.
- A copy of the Charter School's policies related to the alleged violation.
- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.
- An explanation of the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.
- An explanation of the right to inspect and obtain copies of all documents to be used at the hearing.
- An explanation of the opportunity to confront and question all witnesses who testify at the hearing.
- An explanation of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

E. Procedures to Notify Teachers of Dangerous Pupils

Per California Ed. Code 49079 and in an effort to ensure the safety of all employees, the school will notify the Teacher of Record or any additional staff as necessary in writing if a pupil has engaged in, or is reasonably suspected to have engaged in any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 as outlined below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force or violence upon the person of another, except in self-defense.
3. Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
4. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, an alcoholic beverage, or an intoxicant of any kind.
5. Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
6. Committed or attempted to commit robbery or extortion.
7. Caused or attempted to cause damage to school property or private property.
8. Stole or attempted to steal school property or private property.
9. Committed an obscene act or engaged in habitual profanity or vulgarity.
10. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
11. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
12. Knowingly received stolen school property or private property.
13. Possessed an imitation firearm which would be a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
14. Committed or attempted to commit a sexual assault or committed a sexual battery.
15. Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
16. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drugs.

17. Engaged in, or attempted to engage in, hazing. "Hazing" being a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
18. Engaged in an act of bullying. "Bullying" being any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or will be reasonably predicted to have the effect of one or more of the following:
- a. Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - b. Causing a reasonable pupil to experience a substantially detrimental effect on their physical or mental health.
 - c. Causing a reasonable pupil to experience substantial interference with their academic performance.
 - d. Causing a reasonable pupil to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - e. A pupil who aids or abets the infliction or attempted infliction of physical injury to another person
 - f. "Electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, or image.
 - ii. A post on a social network Internet Web site, including, but not limited to:
 1. Posting to or creating a burn page. "Burn page"
 2. Creating a credible impersonation of another actual pupil
 3. Creating a false profile
 - iii. An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - g. "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs.

Notification of Dangerous Pupils

Employees shall promptly report to the Director or other immediate supervisor any attempted assault, or physical threat made against them by a student. Both the employee and the principal or other immediate supervisor shall promptly report such instances to the appropriate local law enforcement agency. (Ed. Code 44014)

In addition, employees shall promptly report to the Director or other immediate supervisor, and may report to law enforcement, any attack, assault, or threat made against them at school related functions including, but not limited to:

- Testing sites
- Field Trips
- School Events
- Learning Period Meetings
- Staff Meetings

Reports of attack, assault, or threat shall be forwarded immediately to the Superintendent or designee. An employee whose person or property is injured or damaged by willful misconduct of a student may ask the district to pursue legal action against the student or the student's parent/guardian (Ed. Code 48905)

In order to maintain confidentiality when providing information about student offenses to counselors and teachers to which a student is assigned, the Director or designee shall send the staff member a written notification that one of their students has committed an offense that requires review of a student's file in the school office. This notice shall not name or otherwise identify the student. The staff member shall be asked to initial the notification and return it to the Director or designee.

Additional Requirements and Liability as per Ed. Code 49079:

- A. A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- B. An officer or employee of a school who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.

- C. Any information received by a teacher or staff pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the employee.

F. Discrimination and Harassment

Excel Academy Charter School is committed to protecting its students and staff from the hazards of school and workplace violence, including both physical and verbal threats. Excel Academy has a zero tolerance policy toward threats or acts of violence and will take appropriate disciplinary action against students, parents/guardians and employees who engage in such conduct. It is important that all students, parents/guardians and staff understand the conduct expected at Excel Academy in order to ensure that all parties feel safe.

Students

Excel Academy believes that all students have the right to be educated in a positive learning environment free from disruptions. At school activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards teachers, other staff, students and volunteers. Every effort is made at each site to ensure students are aware of the expected behaviors at a school organized event.

Parents/Guardians

The school developed a Civility Policy in light of defining the appropriate conduct for parents/guardians in relation to school-related interactions as well as a guide to the proper responses in light of a disruption ([Appendix E: Civility Policy](#)).

Staff

Staff conduct is equally important and must exhibit professionalism at all times. Since we consider all school staff to be representatives of Excel Academy, the school outlines standards of conduct for all staff members in the employee handbook and defines expectations surrounding the following areas:

- Workplace violence
- Prohibited conduct
- Physical Contact with Students and Other Staff Members

- Off-duty conduct
- Drug and Alcohol Free Workplace and Awareness Program
- Tobacco Free Workplace
- Punctuality and Attendance
- Professionalism
- Dress Code
- Gifts to Employees
- Fee and Cash Collection
- Tuition Assistance
- Building Security

For more information about Excel Academy's policy on staff conduct, refer to [Appendix F: Excerpt from the EACS Employee Handbook "Section III: Standards of Conduct."](#)

Bullying

Bullying creates a hostile environment in schools if it sufficiently and severely interferes with or limits a student's ability to participate in or benefit from the services, activities, or opportunities offered by the school. The school will establish student safety at all school related functions as a high priority and will not tolerate discrimination, harassment, intimidation, and bullying of any student. Harassment is defined as unwanted conduct based on protected class (e.g., race, color, national origin, religion, gender, age, disability, or sexual orientation).

No student or group of students shall, through physical, written, verbal, non-verbal, gestural, or other means, harass, sexually harass, threaten, intimidate, cyberbully (sexually or otherwise), cause bodily injury to, or commit hate violence against any other student or school personnel. This includes acts of discrimination, harassment, intimidation, and bullying related to school activity or school attendance occurring within a learning center under the jurisdiction of the Director/Principal of CPCS.

Note: Pursuant to Education Code 32261 48900 and 48900.2-48900.4, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act. AB 746 (Ch. 72, Statutes of 2011) amended Education Code 32261 AB 1732 (Ch. 157, Statutes of 2012) amended Education Code 48900 to expand the definition of bullying committed by means of an electronic act to include posting of messages on social media networks; see AR 5144.1 – Suspension and Expulsion/Due Process Involuntary Transfer Back to the District of Residence/Due Process.

In addition, Penal Code 653.2 makes it a crime for a person to distribute personal identity information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of their family (e.g., placing a person's picture or address online so that they receives harassing messages).

Penal Code 288.2 makes it a crime to send a message to a minor if the message contains matter that is sexual in nature with the intent of seducing the minor (i.e., sexting).

Cyber-Bullying

Excel Academy expects all students, teachers, administration and vendors to use electronic communications in a responsible, ethical, and legal manner in order to ensure that offensive, harassing or other communication jeopardizing the integrity of Excel Academy has not been made available to other students.

In communicating via email or in Live Sessions you are agreeing that you will use the email or chatting properly for school, will communicate with faculty and students appropriately, and will not partake in cyber-bullying or any form of harassment.

Harassment and cyber-bullying of or by students or instructors will not be tolerated in the online environment.

Cyber bullying (sexual or non-sexual) is an act of bullying committed through the transmission of a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, or computer. Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. This includes threats, insults, verbal abuse, racial slurs, or any other hostile communications designed to cause harm to others. Offensive content includes, but is not limited to, sexual comments or images, racial slurs, gender-specific comments, or any comments that would offend someone on the basis of age, race, sex, color, religion, national origin, handicap, disability, or veteran status.

Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation via a post on a social network Internet Web site, including not limited to posting to or creating a burn page, creating a credible impersonation of another actual pupil, or creating a false profile. Cyber sexual bullying includes, but

is not limited to, focusing on the person's appearance, body parts, sexual orientation, or sexual activity through the use of technology.

Bullying Prevention, Intervention and Reporting

School staff will have access to SafeSchools online training related to the professional development of detecting warning signs, effective prevention strategies, and intervention skills.

School staff who witness an act of discrimination, harassment, intimidation, bullying, hazing, or teasing shall take immediate steps to intervene to stop the incident when it is safe to do so (Education Code 234.1.1b) and notify an Assistant Director. As appropriate, the Director or the Director's designee, will notify the parents/guardians of victims and perpetrators. The Director or the Director's designee also may involve counselors and/or law enforcement as necessary.

Students are encouraged to notify school staff when they are being discriminated against, harassed, intimidated, bullied, hazed, or teased or suspect that another student is being victimized.

Disciplinary Action for Students Engaging in Harassment or Cyber-Bullying:

Students who are found engaging in harassing or bullying behavior

- Will have a parent/teacher conference scheduled to discuss the matter and collect and review documentation
- Will receive a warning about possible expulsion for a repeated offense.
- Will be candidates for expulsion dependent on the severity or frequency of the offense.
- Teachers and/or Guidance Counselors will record the documentation in the student's electronic file.

Sexual Harassment

Excel Academy prohibits sexual harassment of school employees and job applicants. The school also prohibits retaliatory behavior or action against employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation (Appendix D : *Excerpt from EACS Employee Handbook* "Section I: Nondiscrimination Policies")

The Excel Academy Administrative team shall take all actions necessary to ensure the prevention, investigation and correction of sexual harassment, including but not limited to:

1. Per AB 1825 and CA Govt. Code Sec. 12950.1, the school will provide supervisory employees within 6 months of their assumption of a supervisory position 2 hours of interactive sexual harassment training and education. Supervisors will be required to complete sexual harassment training every 2 years thereafter.
2. Providing training to all staff on sexual harassment and the sexual harassment school policy, particularly the procedures for filing complaints and employees' duty to use the school's complaint procedures as outlined in the employee handbook.
3. Publicizing and disseminating the school's sexual harassment policy to staff
4. Ensuring prompt, thorough and fair investigation of complaints
5. Taking timely and appropriate corrective/remedial actions. This may require interim separation of the complainant and the alleged harasser, and subsequent monitoring of developments

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or take other subsequent necessary action. Any district employee or job applicant who feels that they have been sexually harassed, or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to Human Resources, supervisor, the director, or the director's designee. An employee may bypass the supervisor in filing a complaint where the supervisor is the subject of the complaint.

An employee who receives a harassment complaint shall promptly notify Human Resources. Complaints of sexual harassment shall be filed.

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

Hate Crime Reporting

Hate crimes occur when a perpetrator targets a victim because of their membership in a certain social group, usually defined by racial group, religion, sexual orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation.

Hate crimes will take many forms. Incidents may involve but not limited to physical assault, damage to property, bullying, harassment, verbal abuse or insults, or offensive graffiti or letters.

Intervention and Reporting

1. Any student or employee who believes that they are a victim of hate-motivated behavior shall immediately contact the appropriate staff, Superintendent or the Superintendent's designee, or if an employee, Human Resources.
2. Staff who are informed of hate-motivated behavior or personally observe such behavior shall notify the Superintendent or the Superintendent's designee, or if regarding another employee, Human Resources. Law enforcement will be notified by the Director or Human Resources if it is determined that a hate-motivated crime occurred.
3. The staff has access to SafeSchools training to recognize hate-motivated behavior and methods of handling such behavior in appropriate ways.

G. Schoolwide Dress Code

Prohibition of gang-related apparel

The provisions of any school wide dress code, pursuant to Section 35183, that prohibits pupils from wearing “gang-related apparel,” if the school has adopted that type of a dress code. For those purposes, the comprehensive school safety plan shall define “gang-related apparel.” The definition shall be limited to apparel that, if worn or displayed on a school campus, reasonably could be determined to threaten the health and safety of the school environment. A schoolwide dress code established pursuant to this section and Section 35183 shall be enforced on the school campus and at any school-sponsored activity by the principal of the school or the person designated by the principal. For purposes of this paragraph, “gang-related apparel” shall not be considered a protected form of speech pursuant to Section 48950.35183.

(a) The Legislature finds and declares each of the following:

(1) The children of this state have the right to an effective public school education. Both students and staff of the primary, elementary, junior and senior high school campuses have the constitutional right to be safe and secure in their persons at school. However, children in many of our public schools are forced to focus on the threat of violence and the messages of violence contained in many aspects of our society, particularly reflected in gang regalia that disrupts the learning environment.

(2) “Gang-related apparel” is hazardous to the health and safety of the school environment.

(3) Instructing teachers and administrators on the subtleties of identifying constantly changing gang regalia and gang affiliation takes an increasing amount of time away from educating our children.

(4) Weapons, including firearms and knives, have become commonplace upon even our elementary school campuses. Students often conceal weapons by wearing clothing, such as jumpsuits and overcoats, and by carrying large bags.

(5) The adoption of a schoolwide uniform policy is a reasonable way to provide some protection for students. A required uniform may protect students from being associated with any particular gang. Moreover, by requiring schoolwide uniforms teachers and administrators may not need to occupy as much of their time learning the subtleties of gang regalia.

(6) To control the environment in public schools to facilitate and maintain an effective learning environment and to keep the focus of the classroom on learning and not personal safety,

schools need the authorization to implement uniform clothing requirements for our public school children.

(7) Many educators believe that school dress significantly influences pupil behavior. This influence is evident on school dress up days and color days. Schools that have adopted school uniforms experience a “coming together feeling,” greater school pride, and better behavior in and out of the classroom.

(b) The governing board of any school district may adopt or rescind a reasonable dress code policy that requires pupils to wear a schoolwide uniform or prohibits pupils from wearing “gang-related apparel” if the governing board of the school district approves a plan that may be initiated by an individual school’s principal, staff, and parents and determines that the policy is necessary for the health and safety of the school environment. Individual schools may include the reasonable dress code policy as part of its school safety plan, pursuant to Section 32281.

(c) Adoption and enforcement of a reasonable dress code policy pursuant to subdivision (b) is not a violation of Section 48950. For purposes of this section, Section 48950 shall apply to elementary, high school, and unified school districts. If a schoolwide uniform is required, the specific uniform selected shall be determined by the principal, staff, and parents of the individual school.

(d) A dress code policy that requires pupils to wear a schoolwide uniform shall not be implemented with less than six months’ notice to parents and the availability of resources to assist economically disadvantaged pupils.

(e) The governing board shall provide a method whereby parents may choose not to have their children comply with an adopted school uniform policy.

(f) If a governing board chooses to adopt a policy pursuant to this section, the policy shall include a provision that no pupil shall be penalized academically or otherwise discriminated against nor denied attendance to school if the pupil’s parents chose not to have the pupil comply with the school uniform policy. The governing board shall continue to have responsibility for the appropriate education of those pupils.

(g) A policy adopted pursuant to this section shall not preclude pupils that participate in a nationally recognized youth organization from wearing organization uniforms on days that the organization has a scheduled meeting.

H. Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The school shall maintain safe and secure methods of ingress and egress for pupils, parents, and staff to and from the school property, which are ADA compliant. Facilities shall be inspected regularly by school staff and any necessary modifications shall be made in a timely fashion. Additionally, the school shall maintain a visitor record at both sites to assist in site security. (See Appendix F - Irvine, Technology Office Evacuation Map)

I. Bloodborne Pathogens (BBP)

This policy pertains to spills and cleanup of blood or other body fluids. It is not a first aid/emergency response procedure.

Treatment of Students

Applicable staff members will be required to complete a BBP course and will be equipped with a first aid kit. Staff will be instructed to prevent exposure to themselves by utilizing the kits if they must treat a student. Staff must follow the protocol of the site where the cleanup is needed (test site, field trip, etc.). If a cleanup is needed during a Learning Period Meeting, the teacher facilitator will provide the first aid kit to the parent/guardian for their use. All staff must contact their supervisor when an event requiring the use of their first aid kit was needed. First aid kits will be replaced as necessary.

Procedure

1. In the event of a serious injury resulting in release of blood or other body fluids which could contain pathogens (e.g., HIV or HBV), the first step is to treat the injured party. All applicable staff will have completed the SafeSchools Bloodborne Pathogens course in order to prevent exposure.
2. Spilled body fluids must not be cleaned up without the appropriate protective equipment and materials specifically designated for such fluids. In the case where spilled body fluids need clean-up, this procedure must be followed by all personnel:
 - Advise the most senior employee on duty. They must be aware of the individual(s) doing the actual clean-up and the purpose of the cleanup.
 - Clean up the spilled fluids as follows:
 - Put on protective gloves
 - Spread the absorbent material on the spilled body fluids, (e.g., paper towels) or use the Bloodborne Pathogens Spill kit
 - Neutralize the potential pathogens with a 10% bleach-with-water solution or use the solution provided in the Emergency First Responder Pack. Cover the spill for 15 minutes
 - Use paper towels to pick up material as best possible. Place all potentially contaminated materials in a leak-proof plastic bag.
 - Sweep/mop-up any additional neutralized/absorbed fluids and place in the leak-proof bag
 - Clean sweep/mop materials with hot, soapy water. Lastly, remove gloves from inside-out and place in the bag

- Secure the bag and discard it as other trash
- Wash hands thoroughly in hot, soapy water

3. After all activity is completed, an Incident Report is to be completed as necessary and submitted to the Director.

J. A Safe and Orderly Environment Conducive to Learning at the School

Promoting Safe Environments and Enhanced Personnel Screening

This section outlines specific procedures designed to promote a safe and supervised learning environment in both physical and virtual settings, and details the rigorous process for screening all personnel to protect students from egregious misconduct, neglect, or abuse. This section is effective immediately and is fully compliant with state law, including the requirements of SB 848.

1. Supervision and Safety in Non-Classroom Based Environments

The school must ensure that all learning and engagement environments, regardless of location, are structured to be easily supervised and promote the protection of children.

Procedures for Child Protection and Mandatory Reporting

1. **Staff Training:** All school employees must receive annual training on recognizing and reporting signs of child abuse, neglect, or sex offenses, including scenarios specific to the virtual and independent study setting.
2. **Mandatory Reporting:** All Adult Affiliates are Mandated Reporters and must report any reasonable suspicion of child abuse or neglect to the appropriate child protective agency immediately, followed by notification to the school administration (Superintendent/Superintendent).
3. **Documentation:** All concerns, reports, and follow-up actions related to child protection are documented, kept confidential, and stored securely by the administration.

2. Enhanced Personnel Screening and Background Check (SB 848 Compliance)

The school is committed to preventing the hiring of any candidate, whether certificated, classified, or temporary, who has been credibly accused or substantiated for egregious misconduct in prior school employment.

A. Egregious Misconduct Defined

For the purpose of this policy, **Egregious Misconduct** includes, but is not limited to:

- Child abuse or neglect (as defined by state law).
- Sex offenses (as defined by state law).

- Controlled substance violations.

B. Candidate Disclosure Requirement

All prospective candidates for employment, including classified staff and temporary employees, must provide a complete and accurate list of every school district, county office of education, charter school, state special school, and private school at which the applicant has been previously employed.

C. Prior Employer Inquiry and Cooperation

1. **Duty to Inquire:** Before making a final offer of employment, the Charter School must inquire with all prior school employers listed by the candidate whether the employee was the subject of any **credible complaints of, substantiated investigations into, or discipline for, egregious misconduct.**
2. **Document Sharing:** The Charter School must request, and prior employers are obligated to cooperate and provide, a copy of all relevant information that was used to support a substantiated investigation into egregious misconduct, within their possession.
3. **Failure to Cooperate:** The school's hiring process will not conclude until a good-faith effort to obtain this information is completed. Failure of a candidate or prior employer to cooperate fully with this process will result in the rejection of the candidate's application.

D. Application Scope

This enhanced personnel screening process applies uniformly to **all prospective employees**, including certificated staff, classified staff, school contractors, and temporary or substitute employees, without exception.

Law Enforcement Response

The police will arrive to respond to the emergency. Follow these guidelines:

1. Comply with police instructions. The first responding officer will be focused on stopping the active shooter and creating a safe environment for medical assistance to be brought in to aid the injured.
2. When the police arrive at the location:
 - a. Remain calm and follow officer instructions
 - b. Put down any items in hands
 - c. Immediately raise hands and spread fingers
 - d. Keep hands visible at all times

- e. Avoid making quick movements toward the officers such as attempting to hold onto them for safety
 - f. Avoid pointing, screaming and/or yelling
 - g. Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which the officers are entering the area or to an area directed
 - h. Notify any Excel Academy administrator of evacuation from the premises
3. When the police arrive, provide the following information is available and applicable:
- a. Number of shooters
 - b. Number of individual victims and any hostages
 - c. The type of problem causing the situation
 - d. Type and number of weapons possibly in possession of the shooter
 - e. All necessary Excel Academy administrators still in the area as part of the school's emergency management response
 - f. Identity and description of participants, if possible
 - g. Keys to all involved areas as well as floor plans

Post-Incident Action

When the police have determined that the active shooter is under control, the emergency operator will provide a public announcement that the emergency is over using a prearranged code (e.g. "All Clear").

Police Investigation

After the police have secured the premises, the school will arrange to have designated representatives participate in the law enforcement investigation of the incident, including identifying witnesses and providing requested information and documents.

Medical Assistance

The school will designate representatives who will engage with emergency responders who provide medical assistance to injured employees, including ensuring that all required medical benefits and insurance documentation is provided.

Notifications of Relatives

The school will designate a school representative to notify relatives of any injured employees in a timely fashion

OSHA

In the event that there is a fatality or one employee is hospitalized for treatment, OSHA must be notified. If there is a fatality, OSHA must be notified within eight (8) hours. In the event of a hospitalization of one of the employees for treatment, OSHA must be notified within twenty-four (24) hours.

In addition, if the fatality or injury is work-related, the school may have to record the incident within seven (7) calendar days.

To file a report with OSHA, a school representative will call the 24 hour hotline or contact the nearest OSHA office. <https://www.osha.gov/report.html>

Local OSHA California State Plan Offices within the school's service area:

1. Long Beach 562-508-0810
2. Los Angeles 213-576-7451
3. Van Nuys 818-901-5403
4. Santa Ana 714-558-4451

Media

The school will designate a representative who will respond to any media requests for information. Such representatives will carefully consider the nature of any such requests in order to avoid disclosing information about any person that is considered confidential and protected under Federal and state privacy and medical information laws and regulations and interfering with any ongoing police or internal investigation.

K. Opioid and Fentanyl Use and Overdose Prevention Procedures

The purpose of this section is to protect the health and well-being of all of our students by having procedures in place to prevent and respond to the use and overdose of opioids and fentanyl.

Excel Academy Charter Schools will use the following prevention strategies:

- Distribute safety advice to families regarding drug use and overdose prevention.
- Regularly assess the school climate and address gaps as needed.
- Providing training to staff who facilitate field trips, school events, and other student in-person events.

Responding to Possible Overdose

STEP 1: EVALUATE FOR SIGNS OF OPIOID OVERDOSE

Signs of overdose, which often results in death if not treated, include:

- Unconsciousness or inability to awaken.
- Slow or shallow breathing or breathing difficulty such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened.
- Fingernails or lips turning blue/purple.

If an opioid overdose is suspected, stimulate the person:

- Call the person's name.
- If the person does not respond, call 911.

STEP 2: CALL 911 FOR HELP

An opioid overdose needs immediate medical attention. An essential step is to get someone with medical expertise to see the person as soon as possible. If no emergency medical services (EMS) or other trained personnel is on the scene, call 911 immediately. All you have to say is "Someone is unresponsive and not breathing." Be sure to give a specific address and/or description of your location. After calling 911, follow the dispatcher's instructions.

DO'S AND DON'TS WHEN RESPONDING TO OPIOID OVERDOSE

- DO follow the instructions of the 911 dispatcher.
- DO stay with the person and keep the person warm.
- DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person, the person may be unconscious.

- DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into the lungs can cause a fatal injury.

L. Heat Illness Prevention

The purpose of this section is to protect the health and wellbeing of Excel Academy Charter School staff while ever in an outdoor working environment or location; this can include but is not limited to community events, field trips and outdoor learning periods.

Heat illness is described as a serious medical condition resulting from the body's inability to cope with a particular heat load, and includes heat cramps, heat exhaustion, heat syncope, and heat stroke.

The general onset of symptoms can include but is not limited to:

- Heavy sweating
- Painful muscle cramps
- Extreme weakness and/or fatigue
- Nausea and/or vomiting
- Dizziness and/or headache
- Body temperature normal or slightly high
- Fainting
- Pulse fast and weak
- Breathing fast and shallow
- Clammy, pale, cool, and/or moist skin

Best practices to avoid exposure to heat induced illness is to:

- Heed and be mindful of whether information and high heat risk alerts and warnings prior to arriving
- Remain hydrated and bring extra water
- Consider wearing cooling clothing or layering for the ability for cooldown
- Remain aware of areas of shade and comfortable seating
- Take preventative cool-down rest periods
- Report when you are feeling onset of any symptoms listed above

If an employee exhibits signs or reports symptoms of heat illness while taking a preventative cool-down rest or during a preventative cool-down rest period, the employer shall provide appropriate first aid or emergency response according to his section.

- All employees at the work location can act as designated authorized personnel to call for emergency medical services.

Emergency Response Procedures states the following:

- Emergency Response Procedures. The Employer shall implement effective emergency response procedures including:
 - Ensuring that effective communication by voice, observation, or electronic means is maintained so that employees at the work site can contact a supervisor or emergency medical services when necessary. An electronic device, such as a cell phone or text messaging device, may be used for this purpose only if reception in the area is reliable. If an electronic device will not furnish reliable communication in the work area, the employer will ensure a means of summoning emergency medical services.
 - Responding to signs and symptoms of possible heat illness, including but not limited to first aid measures and how emergency medical services will be provided.
 - If a supervisor observes, or any employee reports, any signs or symptoms of heat illness in any employee, the supervisor shall take immediate action commensurate with the severity of the illness.
 - If the signs or symptoms are indicators of severe heat illness (such as, but not limited to, decreased level of consciousness, staggering, vomiting, disorientation, irrational behavior or convulsions), the employer must implement emergency response procedures.
 - An employee exhibiting signs or symptoms of heat illness shall be monitored and shall not be left alone or sent home without being offered onsite first aid and/or being provided with emergency medical services in accordance with the employer's procedures.
 - Contacting emergency medical services and, if necessary, transporting employees to a place where they can be reached by an emergency medical provider.
 - Ensuring that, in the event of an emergency, clear and precise directions to the work site can and will be provided as needed to emergency responders.

M. Extreme Weather Conditions

Extreme Weather:

Severe weather conditions such as heavy snowfall, blizzard, hurricane, tornado, extreme heat wave, flash flooding, wind or other significant weather events that pose a substantial risk to employee safety.

Weather Watch:

An advisory from the National Weather Service indicating the potential for severe weather within a specified time frame.

Weather Warning:

An immediate alert from the National Weather Service signifying severe weather is occurring or is imminent.

Responsibilities:

Management:

- Monitor weather forecasts and issue alerts to employees when necessary.
- Determine if facility closure is required based on weather conditions and communicate the decision promptly.
- Provide employees with information on safety procedures during extreme weather events.
- Ensure employees have access to emergency supplies and designated safe areas within the workplace.

Employees:

- Stay informed about weather updates through company communication channels.
- Report any concerns regarding safety due to weather conditions to their supervisor immediately.
- Follow instructions from management regarding work adjustments or facility closures during extreme weather.
- Take necessary precautions to ensure personal safety when commuting to and from work during severe weather.

Procedures:

Weather Monitoring:

- Designated personnel will actively monitor weather forecasts from reliable sources, including the National Weather Service.
- If a weather watch is issued, management will assess the situation and communicate potential actions to employees.

Decision Making:

- When a weather warning is issued, management will make a decision to either:
 - **Continue operations:** Employees should take extra precautions and follow safety guidelines.
 - **Partial closure:** Certain departments or employees may be allowed to leave early or work from home depending on the situation.
 - **Full facility closure:** If conditions are deemed too dangerous, the facility will be closed, and employees will be instructed to stay home.

Communication:

- All communication regarding extreme weather conditions will be made through [communication channels, such as email, company intranet, text alerts].
- Employees should be informed of the decision regarding facility closure as soon as possible.

Employee Safety During Extreme Weather:

- **Severe Storms:** Employees should seek shelter in designated safe areas, away from windows and large objects.
- **Heat Waves:** Ensure adequate hydration and take frequent breaks in cool areas.
- **Flooding:** Avoid driving through flooded areas and follow evacuation procedures if necessary.

Reporting and Documentation:

- Any incidents related to extreme weather conditions should be reported to the supervisor immediately.
- Management will document all weather-related decisions and actions taken for future reference.

N. Cardiac Arrest

Cardiac Emergency Response Plan (CERP) Protocol

The purpose of this section is to provide direction and detailed guidance for responding to a sudden cardiac arrest (SCA) through a Cardiac Emergency Response Plan (CERP). This plan outlines Cardiac Emergency Response Teams (CERTs), AED maintenance and locations, hands-only cardiopulmonary resuscitation, CERP protocol and related staff training/certification. Follow these steps in responding to a suspected cardiac emergency:

Recognize the following signs of sudden cardiac arrest and act quickly in the event of one or more of the following:

- The person is not moving, unresponsive, or unconscious.
- The person is not breathing normally (has irregular breaths, gasping or gurgling, or is not breathing at all).
- The person may appear to be having a seizure or is experiencing convulsion-like activity. Cardiac arrest victims commonly appear to be having convulsions. If the person is having a seizure without a sudden cardiac arrest an AED will not deliver a shock.
- If the person received a blunt blow to the chest, this can cause cardiac arrest, a condition called commotio cordis. The person may have the signs of cardiac arrest described above and is treated the same.

Facilitate immediate access to professional medical help:

- Call 9-1-1 as soon as you suspect a sudden cardiac arrest. Provide the facility address, cross streets, and patient's condition. Remain on the phone with 9-1-1. (Bring your mobile phone to the patient's side and put on speaker, if possible.) Give the exact location and provide the recommended route for ambulances to enter and exit and escort emergency responders to the victim.
- Immediately contact the members of the Cardiac Emergency Response Team (CERT) using your facility's designated communication system (i.e. walkie talkies, overhead page).
- If you are a CERT member, proceed immediately to the scene of the cardiac emergency.

Start CPR as soon as possible.

The first person who can start CPR should begin immediately and, if additional bystanders are available, other tasks can be delegated.

- Begin continuous chest compressions and have someone retrieve the AED if not at the scene. Referred to the Act Now. Save a Life. (Simplified Adult Basic Life Support) graphic below.

- Press hard and fast in the center of the chest, at 100-120 compressions per minute. (Faster than once per second, but slower than twice per second.) Use 2 hands: The heel of one hand and the other hand on top (or one hand for children under 8 years old), pushing to a depth of at least 2 inches (or 1/3rd the depth of the chest for children under 8 years old). Follow the 9-1-1 telecommunicator's instructions, if provided.
- If you are able and comfortable giving rescue breaths, please use a barrier and provide 2 rescue breaths after 30 compressions.

AED Access

The person who can retrieve the AED the fastest (ideally in route to the scene) should get it to the site and leave the AED cabinet door open as a signal that the AED was retrieved. **LOCATION**

Additional communication measures

- Give the exact location of the emergency. ("Mr. /Ms. ____ Classroom, Office or Room # ____, gym, football field, cafeteria, etc."). Be sure to let EMS know which door to enter.
- Assign someone to go to that door to wait for and flag down EMS responders and escort them to the exact location of the patient.

Use the nearest AED.

- When the AED is brought to the patient's side, press the power-on button, and attach the pads to the patient as shown in the diagram on the pads. Then follow the AED's audio and visual instructions. If the person needs to be shocked to restore a normal heart rhythm, the AED will deliver one or more shocks. Be familiar with your school's AED and be aware if you will need to press the shock button or if it will deliver automatically. i. Note: The AED will only deliver shocks if needed; if no shock is needed, no shock will be delivered.
- Minimize interruptions of compressions when placing AED pads to patient's bare chest.
- Continue CPR until the patient is responsive or a professional responder arrives and takes over. Make sure to rotate people doing compression to avoid fatigue.
- Do not remove AED pads even if the patient regains consciousness - the pads should be left in place until handoff to EMS occurs. This precaution is necessary in case the patient has a relapse.
- If the AED is used be sure to have a plan to download the data, store the data, and deliver to the patient's cardiology care team.

Transition care to EMS.

- Once EMS arrives, there should be a clear transition of care from the CERT to EMS.
- Team focus should now be on assisting EMS safely out of the building/parking lot.

- Provide EMS a copy of the patient's emergency information sheet.

Action to be taken by Office / Administrative Staff.

- Confirm the exact location and the condition of the patient.
- Activate the Cardiac Emergency Response Team and give the exact location.
- Confirm that the Cardiac Emergency Response Team has responded.
- Confirm that 9-1-1 was called. If not, call 9-1-1 immediately.
- Assign a staff member to direct EMS to the scene.
- Perform "Crowd Control" – directing others away from the scene.
- Notify other staff: school nurse, athletic trainer, athletic director, safety director, safety manager, leadership, sports facilities manager, etc.
- Plan for ongoing coverage following an emergency response in case a subsequent event occurs.
- Consider having the people (e.g., staff, students) stay in place (e.g., delaying class changes or hallway traffic, services provided, dismissal, recess, or other changes) to facilitate CPR and EMS functions. Designate people to cover the duties of the CPR responders.
- Copy the patient's emergency information for EMS.
- Notify the patient's emergency contact (parent/guardian, spouse, etc.).
- Notify faculty and students, staff, employees, and sports attendees when to return to the normal schedule or services.
- Contact organization leadership (e.g., school district administration), human resources and/or other facility management (e.g., sports facility management).

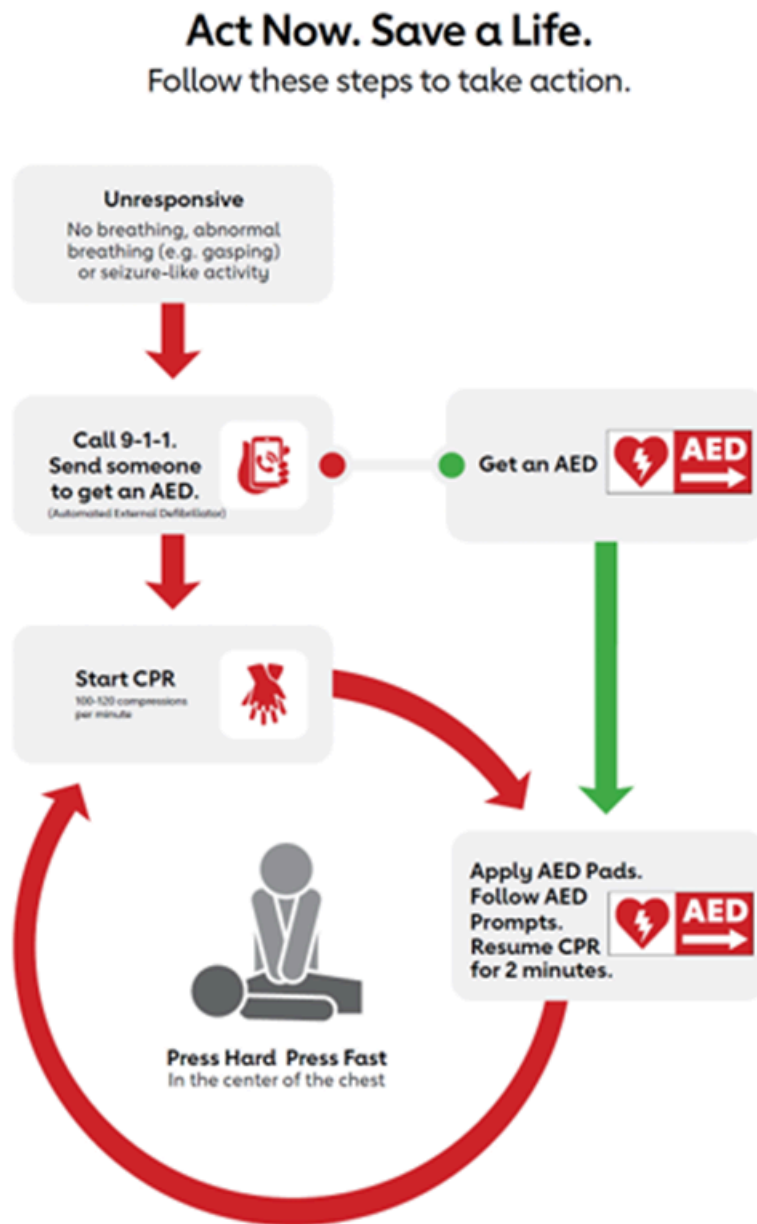
Debrief

- Discuss the outcome of the cardiac emergency. This shall include but not be limited to a summary of the presumed medical condition of the person who experienced the cardiac emergency to the extent that the information is publicly available. Personal identifiers should not be collected unless the information is publicly available.
- An evaluation of whether the CERP was sufficient to enable an appropriate response to the specific cardiac emergency. The review shall include recommendations for improvements to the Plan and in its implementation if the plan was not optimally suited for the specific incident. The post-event review may include discussions with medical personnel (ideally through the organization's medical counsel) to help in the debriefing process and to address any concerns regarding on-site medical management and coordination.
- An evaluation of the debriefing process for responders and post-event support. This shall include the identification of aftercare services including crisis counselors.

Training in Cardiopulmonary Resuscitation (CPR) and AED Use

1) Staff training a) The CERT team and a sufficient number of staff should be trained in cardiopulmonary resuscitation (CPR) and in the use of an AED. Training shall be renewed at least every two years. b) The school or organization should designate the person responsible for coordinating staff training and the medical contact for AEDs, if available. c) Training may be traditional classroom, on-line, or blended instruction but should include cognitive learning, hands-on practice, and testing. d) All staff and appropriate volunteers, regardless of if they are a CERT member, should receive annual training on SCA and understand how to recognize a cardiac arrest, how to initiate the response team, and where the AEDs in the building are located.

American Heart Association *Act Now. Save a Life.* (Simplified Adult Basic Life Support)



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Instructional Continuity Plan (ICP) for Excel Academy Charter School

Date of Last Revision: June 12, 2025

1. Introduction and Purpose:

This Instructional Continuity Plan (ICP) outlines the procedures and strategies Excel Academy Charter School will implement to ensure the continuation of high-quality instruction and support for our students in the event of a disruption that prevents our typical operational model. This plan acknowledges the unique nature of our non-classroom based educational program and aims to leverage our existing infrastructure and adapt our practices to maintain learning continuity during unforeseen circumstances.

2. Guiding Principles:

- **Student-Centered:** Maintaining student engagement, learning progress, and well-being is our top priority.
- **Flexibility and Adaptability:** Our non-classroom model inherently offers flexibility, which will be leveraged to adapt to various disruption scenarios.
- **Communication:** Clear, consistent, and timely communication with students, parents/guardians, and staff is crucial.
- **Equity and Access:** We are committed to ensuring equitable access to learning resources and support for all students, regardless of their individual circumstances.
- **Safety and Well-being:** The safety and emotional well-being of our students and staff will be paramount in all decisions.

3. Potential Disruption Scenarios:

This ICP is designed to address a range of potential disruptions, including but not limited to:

- **Public Health Emergencies:** Pandemics, localized outbreaks requiring quarantine or isolation.
- **Natural Disasters:** Earthquakes, wildfires, floods, severe weather events impacting access or safety.
- **Technological Disruptions:** Widespread internet outages, learning management system failures, significant power outages.
- **Regional or Localized Emergencies:** Civil unrest, transportation disruptions, facility inaccessibility (if applicable for any in-person components).

4. Instructional Continuity Strategies:

Our primary strategy for instructional continuity relies on leveraging our existing non-classroom based model and adapting our methods as needed.

4.1. Maintaining Learning Through Existing Platforms and Tools:

- **Learning Management System (LMS):** [Specify the primary LMS used, e.g., Canvas, Beehively, Google Classroom, etc.] will serve as the central hub for:
 - Delivery of instructional materials (digital curriculum, assignments, resources).
 - Facilitating communication between teachers and students (announcements, messaging, discussion forums).
 - Submission and feedback on student work.
 - Tracking student progress.
- **Digital Curriculum Providers:** Continued access to our adopted digital curriculum will be maintained..
- **Communication Platforms:**
 - **Email:** Primary mode of formal communication.
 - **Phone:** For individual support and urgent communication.
 - **Video Conferencing (e.g., Zoom, Google Meet):** For virtual office hours, individual or small group support, and potentially virtual community meetings (if applicable).
- **Asynchronous Learning:** The core of our model allows for flexible learning schedules. Teachers will continue to design engaging asynchronous activities and provide timely feedback.

4.2. Adapting Instructional Practices:

- **Prioritization of Essential Learning:** In the event of a prolonged disruption, teachers will prioritize essential learning objectives and adjust pacing accordingly.
- **Flexible Assignment Deadlines:** Teachers will exercise flexibility with assignment deadlines, considering individual student circumstances.
- **Increased Teacher Availability and Support:** Teachers will increase their availability for virtual office hours and provide more frequent check-ins with students, especially those who may be struggling.
- **Alternative Assessment Methods:** If traditional assessment methods are not feasible, teachers will utilize alternative methods to gauge student understanding (e.g., projects, presentations, portfolios, discussions).
- **Differentiation and Individualized Support:** Teachers will continue to differentiate instruction and provide individualized support based on student needs, utilizing digital tools and communication.

- **Guidance and Counseling Support:** School counselors will be available virtually via phone, email, and video conferencing to provide social-emotional support and guidance to students and families.

4.3. Addressing Potential Barriers:

- **Technology Access:**
 - We will proactively assess student access to reliable internet and devices through surveys at enrollment and periodically.
 - In the event of a disruption impacting access, we will explore potential solutions such as:
 - Providing loaner devices (if resources allow).
 - Identifying low-cost internet options and sharing information with families.
 - Developing low-bandwidth or offline learning activities where feasible.
- **Student Support Services:**
 - Special Education services will continue to be provided remotely to the greatest extent possible, in accordance with IEPs and legal requirements, utilizing virtual platforms and communication.
 - Related services (e.g., speech therapy, occupational therapy, counseling) will be adapted for virtual delivery where appropriate.
 - We will maintain communication with service providers and families to ensure continuity of support.
- **Engagement and Motivation:**
 - Teachers will focus on creating engaging and interactive online learning experiences.
 - Regular communication and check-ins will help maintain student connection and motivation.
 - Opportunities for virtual social interaction (if appropriate for the school model) may be explored.

5. Communication Plan:

Clear and timely communication is vital during a disruption.

- **Primary Communication Channels:**
 - **School Website:** For official announcements and updates.
 - **Email:** For direct communication with parents/guardians and staff.
 - **LMS Announcements:** For student-specific information and updates.
- **Communication Protocols:**

- **Initial Notification:** In the event of a disruption, a timely initial notification will be sent via email, Beehively and posted to our website outlining the situation and the initial steps of the ICP.
- **Regular Updates:** Frequent updates will be provided through email, Beehively and posted to our website regarding the duration of the disruption, changes to instructional delivery, and available support.
- **Teacher Communication:** Teachers will maintain regular communication with their students and families through email, phone, text, Beehively and the schools website.
- **Support Contact Information:** Clear contact information for school staff who can provide assistance will be prominently displayed on the school website and in communications.
- **Addressing Language Barriers:** Important communications will be provided in languages prevalent within our student population, as feasible.

6. Staff Roles and Responsibilities:

- **Superintendent:** Will submit Form [J-13 A](#) in a timely manner to request allowance of attendance due to emergency conditions.
- **Governing Board:** Will provide oversight and support for the implementation of the ICP.
- **Superintendent/School Leaders:** Will oversee the implementation of the ICP, ensure communication, and make necessary decisions.
- **Administrators:** Will support teachers, students, and families; coordinate resources; and monitor the effectiveness of the ICP.
- **Teachers/Educational Facilitators:** Will adapt instructional practices for remote delivery, maintain communication with students and families, provide feedback, and monitor student progress.
- **Support Staff (Counselors, Special Education Staff, etc.):** Will continue to provide support services remotely, as appropriate, and communicate with students and families.
- **Technology Support:** Will provide technical assistance to staff, students, and families to ensure access to online learning platforms and tools.
- **Office/Administrative Staff:** Will support communication efforts, manage inquiries, and provide administrative support as needed.

7. Technology and Infrastructure:

- **LMS Maintenance and Support:** We will ensure the reliability and functionality of our LMS and provide ongoing technical support for users.
- **Website Maintenance:** The school website will be regularly updated with important information and resources.

- **Staff Technology:** Staff will be equipped with the necessary technology and internet access to effectively deliver remote instruction and support.
- **Data Backup and Recovery:** Regular backups of critical data will be maintained to ensure data security and recovery in case of technological failures.

8. Training and Professional Development:

- **Staff Training:** Ongoing professional development will be provided to equip staff with the skills and strategies necessary for effective online instruction, communication, and student support. This will include training on our LMS, video conferencing tools, and best practices for remote learning.
- **Parent/Guardian Support:** Resources and guidance will be provided to parents/guardians to support their children's learning at home.

9. Plan Review and Revision:

This ICP will be reviewed and updated at least annually, or as needed based on experiences during disruptions, changes in technology, or new guidance from relevant authorities. The review process will involve input from staff, parents/guardians, and the Governing Board.

10. Activation of the ICP:

The decision to activate all or parts of this ICP will be made by the [Superintendent/School Leader] in consultation with the Governing Board and relevant stakeholders, based on the nature and severity of the disruption. Communication regarding the activation of the ICP will follow the protocols outlined in Section 5.

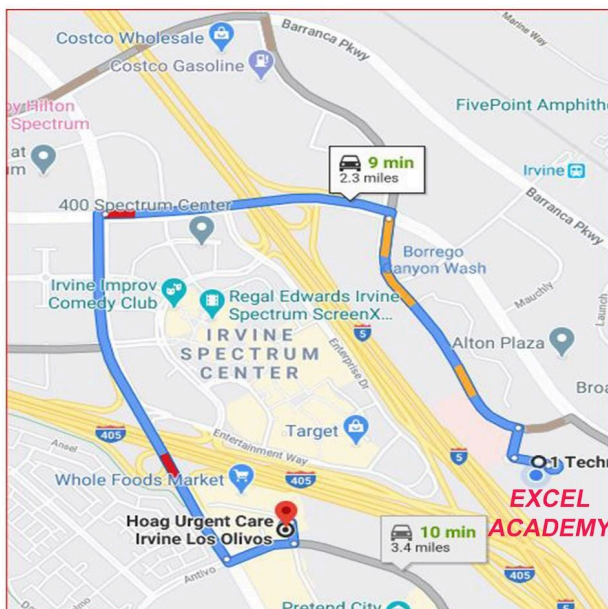
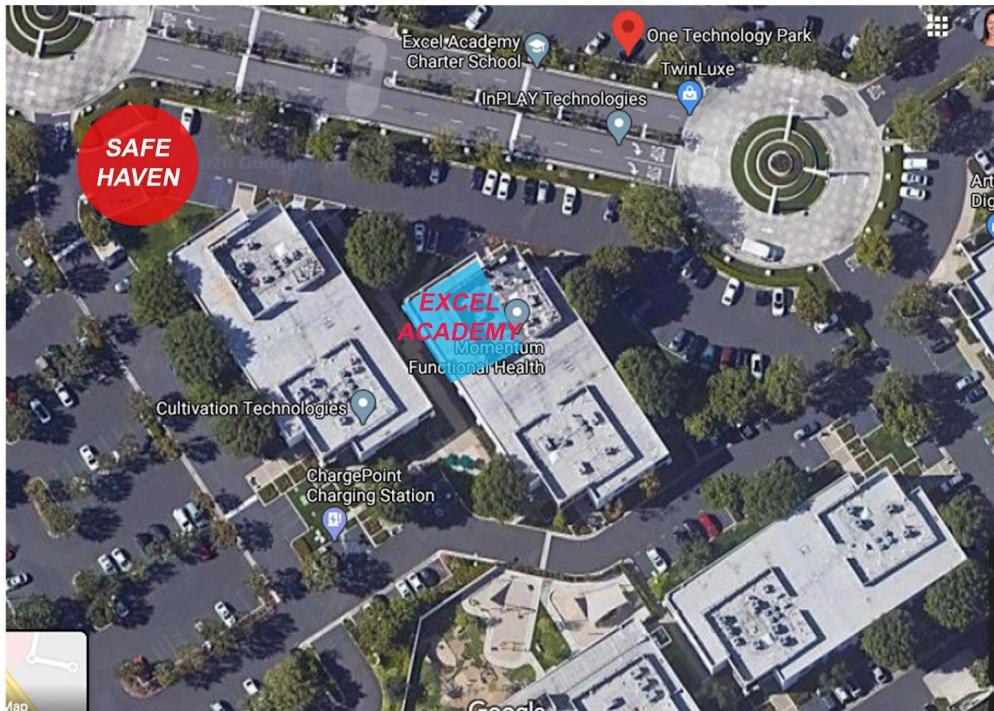
11. Deactivation of the ICP:

The decision to deactivate the ICP and return to normal operations will be made by the [Superintendent] in consultation with the Governing Board and relevant stakeholders, based on the resolution of the disruption and guidance from relevant authorities. Communication regarding the deactivation of the ICP will follow the protocols outlined in Section 5.

Appendices

Appendix A: Irvine Executive Office Evacuation Map

**IN CASE OF EVACUATION DUE TO FIRE, NATURAL DISASTER OR OTHER-
ALL EMPLOYEES AND GUESTS PLEASE MEET AT SAFE HAVEN AREA
INDICATED ON THIS MAP.**



**Phone number for Hoag Urgent Care
949-557-0600
Hours: 8am-8pm (M-F)
8am-5pm (Sat/Sun)**

ved: Pending

In any hostile situation every individual should try to remain calm. If it becomes necessary to evacuate the Excel Academy office, exit the building safely and make your way to the safe haven (parking lot area in front of building J-see aerial map) as quickly as possible. Staff will gather on the lawn in front of the building. Call 911 as soon as you are clear of any danger (natural or otherwise).

If trapped inside the building, lock the main/front doors if possible and retreat to one of the interior offices together. Lock that door, barricade it with any heavy objects, turn off the lights, silence all cell phones and call 911.

Hostage situation in main lobby (Building I):

If a hostage is held against their will in the lobby, the other employees in the private interior offices must close and lock their doors immediately, barricade their door with one of the large desks and call 911 immediately.

Hostage situation in one of the private interior offices:

If a parent or visitor is able to hold one of the employees hostage in their own private office, any employee who is able must evacuate quickly through the main office door, and get to the Safe Haven (South East end of parking lot - see map) and immediately call 911. Staff will gather on the lawn in front of the building.

If the other employees are unable to escape out the front door, they must close and lock their private, interior doors immediately, barricade their door, turn out the lights, silence their phones/pagers, and call 911.

Natural Disasters:

In southern California, the most likely natural disaster is an earthquake. In the event that an earthquake occurs at the Main Office, the following actions shall be taken:

1. Individuals must implement the Drop, Cover, and Hold action. Each individual must:
 - **Drop** to the ground. For those individuals who are physically unable to drop to the ground, they must remain seated and cover their heads with their arms and hands
 - **Cover** under or near desks, tables, or chairs in a kneeling position with their backs to the windows
 - **Hold** on to table or chair legs
 - Remain in the drop position until ground movement ends
2. Assess the situation
 - Severe structural damage
 - Fire

- Toxic spill
 - Injuries (Render first aid if necessary)
3. Evacuate the room if necessary
 4. For additional emergency treatment, call 911 immediately.

Concentra Urgent Care Address: 15751 Rockfield Blvd. (see map)

Please report any office or building damage to the Office Manager.

Appendix B: Child Abuse Report Form

Print

SUSPECTED CHILD ABUSE REPORT

Reset Form

To Be Completed by Mandated Child Abuse Reporters
Pursuant to Penal Code Section 11166

CASE NAME: _____

PLEASE PRINT OR TYPE

CASE NUMBER: _____

A. REPORTING PARTY	NAME OF MANDATED REPORTER		TITLE		MANDATED REPORTER CATEGORY		
	REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS		Street	City	Zip	DID MANDATED REPORTER WITNESS THE INCIDENT? ☐ YES ☐ NO	
	REPORTER'S TELEPHONE (DAYTIME) ()	SIGNATURE		TODAY'S DATE			
B. REPORT NOTIFICATION	☐ LAW ENFORCEMENT ☐ COUNTY PROBATION		AGENCY				
	☐ COUNTY WELFARE / CPS (Child Protective Services)						
	ADDRESS	Street	City	Zip	DATE/TIME OF PHONE CALL		
C. VICTIM One report per victim	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY	
	ADDRESS	Street	City	Zip	TELEPHONE ()		
	PRESENT LOCATION OF VICTIM		SCHOOL		CLASS	GRADE	
	PHYSICALLY DISABLED? ☐ YES ☐ NO	DEVELOPMENTALLY DISABLED? ☐ YES ☐ NO	OTHER DISABILITY (SPECIFY)		PRIMARY LANGUAGE SPOKEN IN HOME		
	IN FOSTER CARE? ☐ YES ☐ NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: ☐ DAY CARE ☐ CHILD CARE CENTER ☐ FOSTER FAMILY HOME ☐ FAMILY FRIEND ☐ GROUP HOME OR INSTITUTION ☐ RELATIVE'S HOME			TYPE OF ABUSE (CHECK ONE OR MORE) ☐ PHYSICAL ☐ MENTAL ☐ SEXUAL ☐ NEGLECT ☐ OTHER (SPECIFY)		
	RELATIONSHIP TO SUSPECT		PHOTOS TAKEN? ☐ YES ☐ NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? ☐ YES ☐ NO ☐ UNK.		
D. INVOLVED PARTIES	VICTIM'S SIBLINGS	NAME		BIRTHDATE	SEX	ETHNICITY	
		1. _____		3. _____			
		2. _____		4. _____			
	PARENTS/ GUARDIANS	NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY
		ADDRESS	Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()
		NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY
		ADDRESS	Street	City	Zip	HOME PHONE ()	BUSINESS PHONE ()
	SUSPECT	SUSPECT'S NAME (LAST, FIRST, MIDDLE)		BIRTHDATE OR APPROX. AGE		SEX	ETHNICITY
		ADDRESS	Street	City	Zip	TELEPHONE ()	
OTHER RELEVANT INFORMATION							
E. INCIDENT INFORMATION	IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX ☐ IF MULTIPLE VICTIMS, INDICATE NUMBER: _____						
	DATE / TIME OF INCIDENT		PLACE OF INCIDENT				
	NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incidents involving the victim(s) or suspect)						

SS 8572 (Rev. 12/02)

DEFINITIONS AND INSTRUCTIONS ON REVERSE**DO NOT** submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code Section 11169 to submit to DOJ a Child Abuse Investigation Report Form SS 8583 if (1) an active investigation was conducted and (2) the incident was determined not to be unfounded.

WHITE COPY-Police or Sheriff's Department; BLUE COPY-County Welfare or Probation Department; GREEN COPY-District Attorney's Office; YELLOW COPY-Reporting Party

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM SS 8572

All Penal Code (PC) references are located in Article 2.5 of the PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: <http://www.leginfo.ca.gov/calaw.html> (specify "Penal Code" and search for Sections 11164-11174.3). A mandated reporter must complete and submit the form SS 8572 even if some of the requested information is not known. (PC Section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

- Mandated child abuse reporters include all those individuals and entities listed in PC Section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

- Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC Section 11165.9.)

III. REPORTING RESPONSIBILITIES

- Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof *within 36 hours* of receiving the information concerning the incident. (PC Section 11166(a).)
- No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC Section 11172(a).)

IV. INSTRUCTIONS

- SECTION A - REPORTING PARTY:** Enter the mandated reporter's name, title, category (from PC Section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes-no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (Continued)

- SECTION B - REPORT NOTIFICATION:** Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.
- SECTION C - VICTIM (One Report per Victim):** Enter the victim's name, address, telephone number, birth date or approximate age, sex, ethnicity, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes-no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes-no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes-no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.
- SECTION D - INVOLVED PARTIES:** Enter the requested information for: Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).
- SECTION E - INCIDENT INFORMATION:** If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

- Reporting Party:** After completing Form SS 8572, retain the yellow copy for your records and submit the top three copies to the designated agency.
- Designated Agency:** *Within 36 hours* of receipt of Form SS 8572, send **white copy** to police or sheriff's department, **blue copy** to county welfare or probation department, and **green copy** to district attorney's office.

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern
5 Cambodian	10 Filipino	15 Japanese	21 Other Pacific Islander	26 White	31 White-Romanian

Appendix C: Civility Policy

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

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

Examples of uncivil conduct includes, but is not limited to:

- A. using an inappropriately loud voice;
- B. using profane, vulgar, or obscene words or gestures;
- C. belittling, jeering, or taunting;
- D. using personal epithets;
- E. using violent or aggressive gestures or body-language;
- F. repeatedly and inappropriately interrupting another speaker;
- G. repeatedly demanding personal attention at inappropriate times;
- H. purposefully and inappropriately invading personal space;
- I. purposefully ignoring appropriate communications;
- J. wrongfully interfering with another person's freedom of movement;
- K. wrongfully invading another person's private possessions; or;
- L. any other behavior that inappropriately disrupts school-related activities.

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

1. **Communicate** - The party experiencing the uncivil behavior will communicate that the behavior is not civil and that the uncivil behavior must cease immediately.
2. **End Activity/Meeting** - If the uncivil party fails to correct the uncivil behavior as directed, the affected party shall end the activity/meeting.
3. **Referral** - The reporting party shall refer the situation to school administration with a written summary of the uncivil behavior and how they responded.
4. **Determination** - If it is determined that uncivil behavior occurred, proper disciplinary action will be taken, which may include suspension or expulsion.

SB 19: Threats

Excel Academy Charter Schools is dedicated to maintaining an educational environment free from violence, harassment, and threats.

The Charter School strictly prohibits any person from making a credible threat of violence against another person or persons at any EACS location or school-sponsored activity.

A credible threat is defined as any communication, including, but not limited to, verbal statements, written messages, images, or digital postings (e.g., on social media or an internet webpage), that conveys an intent to commit a crime resulting in death or great bodily injury.

This prohibition applies when the communication is made with the specific intent that it be taken as a threat, even if there is no intent of actually carrying it out, provided that the threat:

1. Is so unequivocal, unconditional, immediate, and specific that it conveys a gravity of purpose.
2. Causes a person to be in reasonable and sustained fear for their own safety or the safety of others at these locations.

Violation of this policy will result in immediate and severe disciplinary action, up to and including expulsion, and may lead to notification and referral to appropriate law enforcement agencies for criminal investigation

Appendix D: CAASPP Testing Security Form



EXCEL ACADEMY'S CAASPP TEST SECURITY FORM (ONE per family)

Family's Last Name _____

Test Site/Location _____ **ToR Name** _____

Student Information	Cell Phone at Test Site Y/N
Student's Name _____ Grade _____	Y or N
Student's Name _____ Grade _____	Y or N
Student's Name _____ Grade _____	Y or N
Student's Name _____ Grade _____	Y or N

Parent's Name _____ **Cell Phone #** _____

List student's name and allergies (if applicable) and important details for test site lead -

In case of an emergency, please contact _____

Phone Number(s) _____

The following individual(s) have my permission to drop off/pick up my child(ren).

1. SName _____ Phone _____

2. Name _____ Phone _____

If you have a high school student that will be driving to the test site on his/her own, and wish to allow your student to sign in/out for himself/herself, please complete this portion.

_____ My high school student has my permission to sign himself/herself in and out.

_____ My high school student has my permission to sign his/her siblings in and out.

NOTE - I understand that cell phones/smart watches might be collected at the start of each testing day and returned to the student(s) at the end of each testing day. Cell phones/smart watches must be turned off during testing. For safety purposes, I understand that backpacks are not allowed. Please bring lunch/snack in a clear bag.

Parent's Signature _____ **Date** _____

Appendix E: Triage Guidelines

Immediate Classification

These students get priority medical care and transportation to an advanced care facility. These victims are critically injured, life threatened, but salvable. They will die within one hour or less without further treatment and require immediate field intervention to survive.

After assignment to the immediate classification, the students are then further divided into two additional groups. The two subgroups are the immediate life threatened, and the potentially life threatened. Injury patterns seen in this group include:

- Head injuries with decreasing level of consciousness:
- Airway/chest injuries with associated cardiorespiratory or respiratory compromise:
- Shock associated with hemorrhage:
- Blunt or penetrating abdominal trauma;
- Life threatening fractures such as femur, pelvic, etc.
- Third degree burns over 25% BSA (body surface area) but under 50% BSA, excluding facial involvement.

Medical problems assigned to the immediate classification include:

- Chest pain not associated with blunt trauma:
- Suspected hypo/hyperglycemia:
- Unconscious without associated trauma:
- Obstetrical problems:
- Seizures with or without trauma:
- Hysterics requiring isolation from others:
- Hypothermia
- Hyperthermia

Delayed Classification

Anyone in this classification is considered to be a lower priority victim. Since this is a two-tiered system, the “delayed” group is a catchall for any victims other than those who are life-threatened or with salvable injuries. Therefore, the injuries seen in this classification include:

- Serious injuries, non-life-threatening, including:
 - Fractures with distal pulse
 - Serious lacerations requiring repair
 - Third-degree burns less than 25% BSA
 - Second-degree burns of any percentage
 - Injuries to the eye
 - Spinal cord injuries
- Minor injuries requiring first aid treatment only and the non-injured. This group will be transported to an ambulatory holding or evacuation center. They do not need to tie up hospital facilities.
- The dead at the scene. These are sent to a common morgue area.

- Critically injured, seriously life-threatened, non-salvable patients.

Appendix F: Suicide Prevention

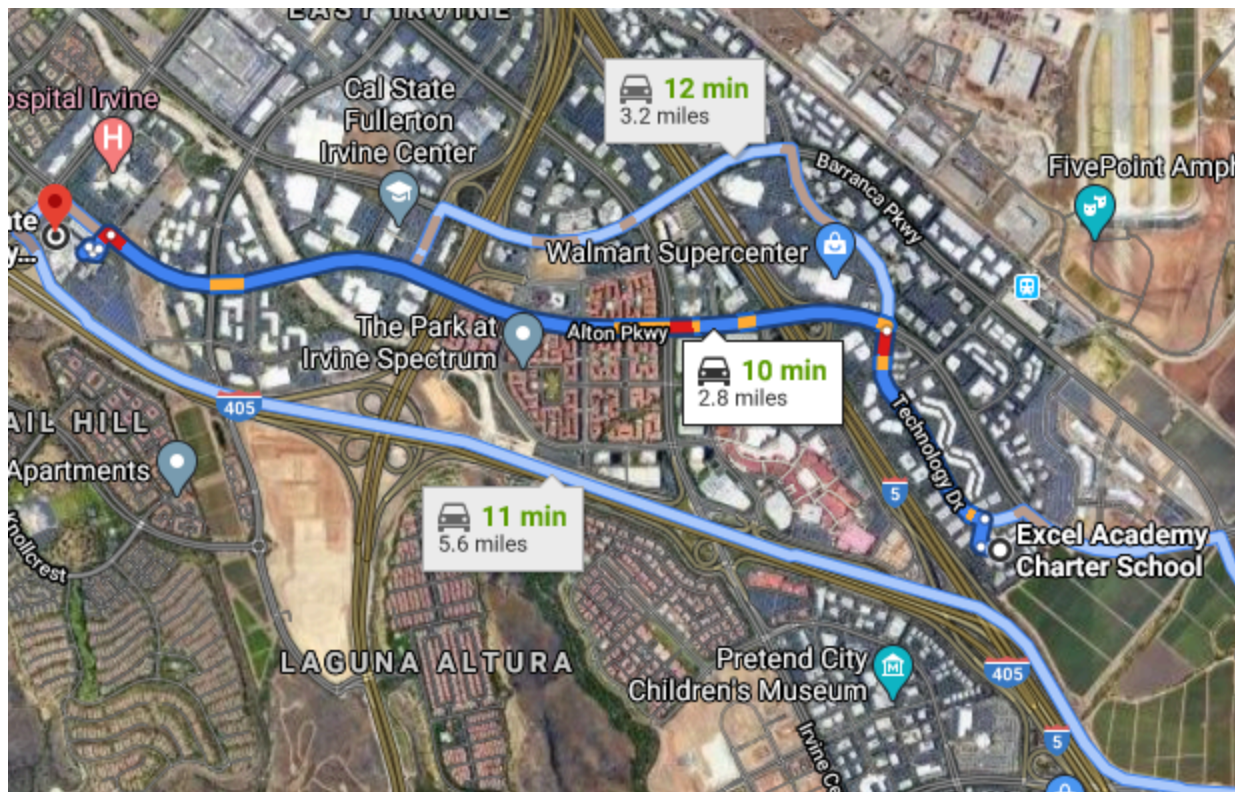
The publications of many organizations and governmental agencies contain advice for people who are faced with suicidal people. That advice is summarized below.

Do's

- **Listen** to what the person is saying and take suicidal threats seriously. Many times a person may be looking for just that assurance.
- **Observe** the person's nonverbal behavior. In children and adolescents, facial expressions, body language, and other concrete signs often are more telling than what the person says.
- **Ask** whether the person is really thinking about suicide. If the answer is "YES," ask how they plan to do it and what steps have already been taken. This will convince the person of your attention and let you know how serious the threat is.
- **Get Help** by contacting an appropriate Crisis Response Team member. Never attempt to handle a potential suicide by yourself.
- **Stay** with the person. Take the person to a CRT member and stay with that person for a while. The person has placed trust in you, so you must help transfer that trust to the other person.

Don'ts

- **Don't** leave the person alone for even a minute.
- **Don't** act shocked or be sworn to secrecy.
- **Don't** underestimate or brush aside a suicide threat ("You won't really do it; you're not the type"), or to shock or challenge the person ("Go ahead. Do it"). The person may already feel rejected and unnoticed, and you must not add to the burden.
- **Don't** let the person convince you that the crisis is over. The most dangerous time is precisely when the person seems to be feeling better. Sometimes, after a suicide method has been selected, the person may appear happy and relaxed. You must, therefore, stay involved until you get help.
- **Don't** take too much upon yourself. Your responsibility to the person in a crisis is limited to listening, being supportive, and getting them to a trained professional. Under no circumstances must you attempt to counsel the person.



Appendix G: Excel Academy Office Contact Information

School Year: 2025-2026

Site Name: Excel Academy Charter School

Purpose: Main Excel Academy Offices

Location: 1 Technology Drive Suite I-811 Irvine, CA 92618

Phone: (949) 387-7822

Website: www.excelacademy.education

Email: admissions@excelacademy.education

Site Description:

- Monday through Friday 8am to 4:30pm. Closed all Federal holidays.

Property Managed by:

The Irvine Company
7525 Irvine Center Drive
Irvine, CA 92618
M-F 8am-5:30pm
949-398-8900

24 Hour Security & After Hours:	(866) 234-9851
Hazardous Material Reporting:	(714) 433-6240
Orange County Fire Authority:	(714) 573-6000
Irvine Police Dept.	(949) 724-7200
Poison Control	(949) 222-1222

Appendix H: Emergency Contact Phone Numbers

1. POISON CONTROL HOTLINE.....(800) 222-1222
2. LA COUNTY DISASTER HOTLINE..... (800) 980-4990
3. AMERICAN RED CROSS.....(661) 267-0650
4. SOUTHERN CALIFORNIA EDISON.....(800) 611-1911
5. SUBURBAN PROPANE.....(661) 942-5117
6. LOS ANGELES COUNTY WATERWORKS.....(877) 637-3661
7. ORANGE COUNTY SHERIFF'S DEPT..... (714) 647-7000
8. LA COUNTY SHERIFF'S DEPARTMENT..... (213) 229-1700

Appendix I: Incident Report

[View EACS Accident/Incident Report Form](#)



Item: Approval of the Imagine Edgenuity Licenses

Background: Imagine Edgenuity is one of Secondary's dependable, online learning platforms. They provide some of the harder to cover classes including the range of AP courses and a wide variety of world language courses. The courses have proven to be both rigorous and in-depth in their knowledge base. They now include on-demand tutoring to support students throughout the entire course.

The school's agreement with Imagine Edgenuity is usage-based, meaning licenses are not purchased in advance. Each course license costs \$325 per student. This invoice covers 103 Independent Study student enrollments from August 20–August 28.

Fiscal Impact: \$33,475.00

Warner: \$15,398.50

Helendale: \$13,724.75

Orange: \$4,351.75

Item: Approval of the Curriculum Associates Agreement Renewal (iReady Assessment)

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.

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

Fiscal Impact: \$34,840.00

Warner (#2053): \$16,026.40

Helendale (#2073): \$14,284.40

Orange: \$4,529.20

Item: Presence Learning Agreement Renewal

Background: Presence Learning is a virtual organization that offers assessments and designated instructional services for Special Education students in a unique and effective platform. By using a number of cameras and tools, Presence Learning is able to accurately assess students in order to create reports to inform the student's IEP. Presence Learning has worked directly with assessment publishers to obtain usage rights and copyright permission to use standardized assessments within their independently developed virtual platform and have had independent research studies conducted to ensure the reliability and validity of the assessment administration and results.

Fiscal Impact: \$19,500.00

Warner: \$8,970.00

Helendale: \$7,995.00

Orange: \$2,535.00

Item: Subject.com

Background: Subject.com will be implemented at Excel Academy beginning in fall 2026 following a successful spring pilot. The platform provides standards-aligned, A-G-approved courses delivered through an asynchronous model, allowing students to engage with content flexibly while progressing at their own pace. The high-quality, engaging video instruction—created in-house and paired with AI-assisted grading of comprehension checks—supports student understanding in real time. The platform also includes integrated assessments and progress monitoring tools, enabling teachers to track performance and support mastery of course standards. The addition of Subject.com expands Excel Academy's course offerings while providing a differentiated instructional model that enhances student engagement and supports a wide range of learning needs.

Fiscal Impact: \$17,400.00

Warner (#2053): \$8,004.00

Helendale (#2073): \$7,134.00

Orange: \$2,262.00

Item: Lexia Core 5/Power UP Literacy Subscription

Background: Excel Virtual Path teachers (K–2) and the Intervention team can use Lexia PowerUp Literacy to help students who need additional reading support. The program delivers adaptive, personalized instruction in word study, grammar, and comprehension, enabling students to strengthen foundational literacy skills through age-appropriate content. By identifying and addressing individual skill gaps, teachers can monitor progress and provide targeted support that helps students build confidence, improve reading proficiency, and achieve accelerated growth within one school year.

Fiscal Impact: \$10,350.00

Warner: \$4,761.00

Helendale: \$4,243.50

Orange: \$1,345.50

Item: Approval of GoGuardian (Renewal)

Background: GoGuardian keeps Excel Academy students safe online and helps teachers manage live classes effectively, ensuring a productive virtual learning experience. The system filters out inappropriate content on the internet and flags administrators if concerning searches take place. In a virtual class setting, it allows teachers to refocus students by closing irrelevant tabs, annotating on a student's screen, as well as guiding them towards purposeful content. It is an essential tool for the safety and management of student Chromebooks at Excel Academy.

Fiscal Impact: \$20,280.30

Warner (#2053): \$9,328.94

Helendale (#2073): \$8,314.92

Orange: \$2,636.44

Item: Approval of the Tutor.com (Renewal)

Background: Tutor.com offers on-demand tutoring requests 24/7. The service is affiliated with the Princeton Review and provides additional student resources such as test prep including SAT support. Parents and students may schedule tutoring sessions or log in for more immediate support. There are both asynchronous and synchronous support options with live, whiteboards for visual tutoring. Students may submit all writing assignments including resumes for review. All tutors go through a background check and ongoing review. They are

unique in that they provide 1:1 tutoring sessions and record all sessions with a transcript; this provides security and allows students to go back and preview the session.

Fiscal Impact: \$29,085.00

Warner (#2053): \$13,379.10

Helendale (#2073): \$11,924.85

Orange: \$3,781.05

Coversheet

Consent - Personnel Services

Section:	VII. Consent
Item:	C. Consent - Personnel Services
Purpose:	
Submitted by:	
Related Material:	_Employee Handbook 26-27.docx.pdf 2026_ELS_Agreement.pdf Zoom_Phone_Quote.pdf Effective_School_Solutions_Quote_.pdf Learning_and_the_Brain_Proposal (1).pdf Personnel BUS 9.8.pdf



Employee Handbook

2026-2027

EMPLOYEE STANDARDS • POLICIES & PROCEDURES • SAFETY • EMPLOYEE BENEFITS

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Welcome!

We are thrilled to welcome you to the 2026-2027 school year at
Excel Academy Charter School!

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

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

Best wishes for a wonderful school year!

The Excel Academy Leadership Team

Right to Revise

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

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

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

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

At-Will Employment Status

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

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

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity & Nondiscrimination

1. Equal Opportunity Policy The School is an equal opportunity employer. Employment decisions are made based on merit, qualifications, and operational needs. The School strictly prohibits unlawful discrimination, harassment, and retaliation based on any actual or perceived protected category under federal, state, or local law, including: race (including traits historically associated with race, such as hair texture and protective hairstyles under the CROWN Act), color, creed, religion (including religious dress and grooming practices), sex, sexual orientation, gender, gender identity, gender expression, pregnancy, childbirth, breastfeeding, reproductive health decision-making, national origin, ancestry, citizenship, age (40 and over), physical or mental disability (including HIV/AIDS), medical condition (including cancer or genetic characteristics), genetic information, marital or registered domestic partner status, status as a victim of domestic violence, sexual assault, or stalking, family/medical leave status, political affiliation, or military/veteran status.

2. Reasonable Accommodation & Interactive Process (Gov. Code § 12940(n)) The School will engage in a timely, good-faith **interactive process** with qualified applicants and employees to determine effective reasonable accommodations for individuals with physical or mental disabilities, medical conditions, pregnancy, or sincerely held religious beliefs, provided the accommodation does not impose an undue hardship on School operations.

3. Compliance Officers & Title IX Designees

The School complies with Title IX, Title VII, FEHA, Section 504, the ADA, and the ADEA. The following individual is designated as the Coordinator for Nondiscrimination in Employment and Title IX Coordinator:

Megan Anderson

Director of Human Resources & Strategic Planning
Excel Academy Charter Schools
1 Technology Drive I-811, Irvine, CA 92618

Telephone: (657) 689-1300 | **Email:** manderson@excelacademy.education

4. Complaint & Investigation Procedures Employees or applicants who believe they have experienced discrimination should immediately notify their supervisor, Human Resources, or the Title IX Coordinator. General workplace FEHA complaints will be investigated through the School's internal employment complaint procedures. Student-related sex discrimination complaints will be processed under Title IX procedures, and statutory program compliance issues will be addressed under the Uniform Complaint Procedures (UCP).

B. Disability Accommodation

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

C. Anti-Harassment, Discrimination, and Retaliation Policy

1. Policy & Protected Categories The School is committed to providing a work environment free of unlawful harassment, discrimination, retaliation, and abusive conduct. School policy prohibits discrimination and harassment based on any actual or perceived protected characteristic, including: race (including traits historically associated with race, such as hair texture and protective hairstyles like braids, locs, and twists under the CROWN Act), color, creed, religion, sex, sexual orientation, gender, gender identity, gender expression, pregnancy, childbirth, breastfeeding, national origin, ancestry, citizenship, age (40 and over), physical or mental disability, medical condition, genetic information, marital or registered domestic partner status, military or veteran status, status as a victim of domestic violence, assault, or stalking, or association with anyone in these protected groups.

2. Prohibited Conduct & Mandatory Supervisor Reporting This policy applies to all employees, board members, supervisors, independent contractors, vendors, and visitors. Prohibited conduct includes verbal slurs, epithets, unwanted sexual advances, derogatory jokes, graphic displays, visual gestures, or physical interference with work.

- **Abusive Conduct:** Abusive conduct (bullying) that creates a hostile work environment is strictly prohibited.
- **Supervisor Duty:** Any supervisor or manager who receives a complaint, witnesses, or becomes aware of potential harassment, discrimination, or retaliation **must immediately report the matter to Human Resources**. Supervisors who fail to report will face disciplinary action.

3. Complaint Procedure & Impartial Investigation (2 CCR § 11023)

- **Reporting Avenues:** Employees may report concerns verbally or in writing to their immediate supervisor, HR, the Executive Director, or any administrative manager. Employees are not required to report to a direct supervisor if that individual is involved in the misconduct.
- **Investigation Standards:** Upon receiving a complaint, the School will conduct a **timely, thorough, and impartial investigation** led by qualified personnel. Investigations will remain as confidential as possible, consistent with due process.
- **Remedial Action & Closure:** If misconduct is substantiated, the School will take prompt and effective corrective action up to and including termination. Parties will be notified upon completion of the investigation.
- **Title IX & Educational Complaints:** Complaints alleging student-on-student or student-on-staff sex discrimination/harassment fall under the School's Title IX Policy. General program compliance issues fall under the Uniform Complaint Procedures (UCP).

4. Retaliation Prohibited The School strictly prohibits retaliation against any individual for filing a good-faith complaint, reporting misconduct, or participating in an investigation. Retaliatory conduct will result in immediate disciplinary action.

5. Mandatory Training & External Enforcement Rights

Mandatory Training (Gov. Code § 12950.1): All employees must complete California-mandated interactive anti-harassment training within six (6) months of hire and every two (2) years thereafter (1 hour for non-supervisory staff; 2 hours for supervisory staff).

External Filing Rights: Employees have the right to file an administrative complaint with external enforcement agencies. Complaints with the state agency must generally be filed within three (3) years of the alleged unlawful act:

1. **California Civil Rights Department (CRD):** (800) 884-1684 | calcivilrights.ca.gov
2. **U.S. Equal Employment Opportunity Commission (EEOC):** (800) 669-4000 | eeoc.gov

D. Diversity Policy

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

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

well.

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

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

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

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

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

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

Initial_____

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting Act (CANRA) Policy

1. Mandatory Reporter Status & Standard (Penal Code §§ 11165.7 & 11166) All School employees are designated as Mandated Reporters under the California Child Abuse and Neglect Reporting Act (CANRA). A mandated reporter must make a report whenever they know or reasonably suspect that a child has been the victim of child abuse or neglect.

"Reasonable suspicion" exists when facts surrounding an incident would cause a person in a like position, exercising reasonable caution, to suspect child abuse or neglect based on available information. Absolute proof or medical certainty is not required.

2. Mandatory Reporting Timeline & Form SS 8572 When a mandated reporter has a reasonable suspicion of child abuse or neglect, they must execute the following two-step reporting process:

- **Immediate Initial Report:** Call a local child protective agency—either the County Child Protective Services (CPS) / Child Welfare Department or a local law enforcement agency (Police or Sheriff's Department)—immediately, or as soon as practicably possible. If a child is in immediate physical danger, call **911**.
- **Written Follow-Up Report (Form SS 8572):** Complete and submit a written report using **California Department of Justice Form SS 8572** to the agency receiving the verbal report within **thirty-six (36) hours** of receiving the information concerning the incident.

3. Scope of Reportable Conduct Reportable child abuse and neglect includes physical injury inflicted by non-accidental means, sexual abuse (including assault, exploitation, and child commercial sexual exploitation), severe or general neglect, unlawful corporal punishment, and willful cruelty or unjustifiable mental suffering. Voluntary sexual behavior between minors of similar age or minor pregnancy alone does not automatically constitute reportable child abuse absent indications of abuse or coercion.

4. Confidentiality, Immunity, & Administrative Non-Interference

- **Confidentiality:** The identity of reporting parties is strictly confidential under state law and disclosed only to investigative agencies or as required by court order. Unauthorized disclosure of reporter identity is a misdemeanor.
- **Civil & Criminal Immunity:** Mandated reporters who make required or authorized reports enjoy complete civil and criminal immunity under state law.
- **Prohibition of Internal Impediment:** Mandated reporters make reports in their individual capacity. No supervisor, administrator, or board member may impede, delay, inhibit, review, or alter a report. Employees may notify School administration *after* filing

the report, but prior internal approval is strictly prohibited.

5. Mandatory Annual Training (Education Code § 44691) All employees must complete mandatory CANRA training within the **first six (6) weeks of each school year**, or within six (6) weeks of hire for employees hired during the school year. Prior to commencing employment, every employee must sign a statement acknowledging their status and duties as a mandated reporter under Penal Code § 11166.

6. Penalties for Failure to Report (Penal Code § 11166) Failure to report an instance of suspected child abuse or neglect is a misdemeanor punishable by up to six (6) months in county jail, a \$1,000 fine, or both. If the failure to report involves abuse resulting in death or great bodily injury, penalties escalate up to one (1) year in county jail and/or a \$5,000 fine.

B. Employee Access to Confidential Information

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

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

C. Student Data/FERPA

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

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

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

D. Conflict of Interest & Personal Financial Interest

All employees hold a duty of public trust and must conduct school business ethically, transparently, and in full compliance with California public agency standards (including Education Code § 47604.1, Government Code § 1090, and Government Code § 1126). Employees must avoid any actual, potential, or perceived conflict of interest where personal relationships or financial considerations could influence—or appear to influence—their official duties, purchasing decisions, or professional judgment.

1. **Prohibited Personal & Financial Interests in Contracts** In accordance with Government Code § 1090, employees shall not be personally or financially interested in any contract, purchase order, vendor agreement, or transaction made by them in their official capacity, or by the School.
 - **Personally Interested:** Refers to any situation where private, non-economic, or personal relationships overlap with official duties. This includes decisions or transactions that benefit immediate family members (parents, spouses, domestic partners, children, siblings) or individuals residing in the employee's household.
 - **Financially Interested:** Refers to any contract, business arrangement, or transaction with an individual, business, or vendor in which the employee—or an immediate family member—holds an ownership stake, investment interest, employment relationship, or expectation of direct/indirect financial gain, gifts, or secondary compensation.
2. **Outside Employment & Incompatible Activities (Gov. Code § 1126)**

Employees shall not engage in secondary employment, private consulting, or business activities that interfere with their primary duties or create a conflict of interest with the School. Prohibited activities include:

- Performing outside work, consulting, or personal business operations during scheduled work hours or school business hours.
- Utilizing school property, facilities, technology, equipment, or confidential data for personal, commercial, or financial gain.
- Providing paid private services (such as private tutoring or vendor services) to enrolled school students or families where an official instructional, supervisory, or oversight role exists.

3. **Mandatory Disclosure Obligation** Any employee who identifies an actual, potential, or apparent conflict of interest regarding a school transaction, vendor contract, hiring decision, or purchase must immediately disclose the relationship in writing to Human Resources or the Executive Director before any agreement is executed or decision is finalized.

4. **Compliance & Enforcement** Failure to disclose a known conflict of interest, engaging in unauthorized outside employment during work hours, or violating statutory public contracting rules constitutes a policy violation and may result in disciplinary action, up to and including termination of employment.

5. **Statement of Economic Interest (Form 700)**

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

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

6. Personal Relationship

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

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

E. Anti-Nepotism Policy

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

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

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

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

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

F. Employment Eligibility, Background Checks, and Misconduct Inquiries

1. Employment Eligibility Verification (Form I-9) In compliance with the Immigration Reform and Control Act of 1986 (IRCA), the School employs only individuals who are legally authorized to work in the United States.

- **Section 1:** Newly hired employees must complete Section 1 of Form I-9 no later than their **first day of employment for pay**.
- **Section 2:** Employees must present original, acceptable documentation establishing

identity and employment authorization within **three (3) business days** of their first day of work for pay.

- **Receipts:** In limited circumstances permitted by USCIS rules (such as an official receipt for a lost, stolen, or damaged document), an employee may present an acceptable receipt within three business days, and must present the replacement original document within 90 calendar days of hire.
- **Rehires:** Former employees rehired after three (3) years from the date of their original Form I-9 execution, or whose previous eligibility documentation has expired, must complete a new Form I-9.

2. Mandatory Live Scan Fingerprinting & Statutory Exclusions As a condition of employment, all employees, contractors, and individuals interacting with students must complete a Live Scan background check submitted to both the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI) prior to starting work.

Pursuant to California Education Code §§ 44830.1, 45125.1, and 44010, the School is legally prohibited from employing any individual who has been convicted of, or entered a plea of nolo contendere to, any violent felony, serious felony, or sex offense, unless statutory rehabilitation standards are met.

3. Fair Chance Act Compliance (Govt. Code § 12952) For criminal convictions that do not trigger mandatory statutory disqualification under the Education Code, the School complies with the California Fair Chance Act. The School conducts an individualized assessment considering the nature of the crime, time elapsed, and specific job duties. If an adverse decision is contemplated, the School will issue a written preliminary notice, provide a copy of the report, and allow **five (5) business days** for the applicant to respond before issuing a final determination.

4. Certificated Applicant Misconduct Inquiries (Education Code § 44939.5 / AB 2534)

Applicants for certificated positions must provide a complete history of all previous educational employers. Prior to employment, the School will inquire with prior educational entities regarding any credible complaints, substantiated investigations, or discipline for egregious misconduct. The School fulfills all statutory reporting obligations to the California Commission on Teacher Credentialing (CTC).

5. Financial Internal Controls & Application Integrity

- **Financial Controls:** Individuals convicted of theft, embezzlement, fraud, or misappropriation of funds are strictly prohibited from processing or managing School funds.
- **Application Accuracy:** Omissions or material misrepresentations on application materials will result in disqualification or termination. The School reimburses mandatory Live Scan fingerprinting fees upon receipt submission.

G. Employment Verifications & References

1. Standard Verification Procedures All requests for employment or income verification concerning current or former employees must be submitted in writing directly to the Human Resources Department. Individual supervisors and managers are not authorized to provide official employment verifications on behalf of the School.

2. Baseline Disclosures & Neutral Reference Policy To protect employee privacy and prevent legal claims:

- **Standard Reference Checks:** Without a signed written authorization from the employee, the School will confirm only neutral, factual data: **job position(s) held** and **dates of employment**.
- **Wage and Compensation Information:** Salary, wage rates, or total earnings will only be verified if the School receives a signed written release form executed by the current or former employee (e.g., mortgage or loan applications).
- **Eligibility for Rehire:** Statements regarding rehire eligibility will not be released during standard reference checks unless specifically required by law or authorized in writing by the employee.

3. Statutory and Government Disclosures The School will comply with mandatory verification requests and wage reporting required by law enforcement, judicial subpoenas, court orders, or state and federal agencies (including the California Employment Development Department [EDD], child support enforcement agencies, and CalSTRS/CalPERS) without requiring prior employee consent.

4. Letters of Recommendation Official letters of recommendation written on School letterhead or signed in an official administrative capacity must be reviewed and approved by Human Resources prior to issuance. Personal character references written by individual colleagues must be provided solely in a personal capacity and must not use School letterhead, logos, or official school titles.

H. Certification and Licensing

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

It is the responsibility of each certificated employee to ensure that credentials

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

I. Mandatory Tuberculosis Testing

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

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

[See also Board Policy 4013]

Initial_____

Section III: Standards of Conduct

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

A. Workplace Violence Prevention Policy and Plan (WVPP)

1. Policy & Compliance Statement (California Labor Code § 6401.9) In accordance with California Labor Code § 6401.9 (SB 553), the School maintains a zero-tolerance policy for workplace violence, threats of violence, intimidation, and disruptive behavior. The School is committed to providing a safe work environment and maintaining a comprehensive written Workplace Violence Prevention Plan (WVPP) that involves active employee participation in identifying and mitigating workplace hazards.

2. Prohibited Conduct & Definitions of Violence Workplace violence includes any act of violence or threat of violence that occurs in a place of employment. Prohibited conduct includes, but is not limited to:

- Physical acts of violence or attempt to inflict physical injury against any person.
- Threats, coercion, aggressive behavior, or verbal statements that create a reasonable fear of injury or cause severe emotional distress.
- Possession or display of unauthorized firearms, deadly weapons, or explosive devices on School property or at School-sponsored events.
- Workplace violence categories recognized under state law: **Type 1** (outsider/criminal intent), **Type 2** (student/family/client), **Type 3** (employee-on-employee), and **Type 4** (personal relationship/domestic violence extending into the workplace).

3. Reporting Incidents and Threats

- **Emergency Situations:** Employees witnessing an active threat, violent act, or immediate danger must call 911 immediately.
- **Non-Emergency Reporting:** Employees must report all threats, suspicious activities, or workplace violence incidents to their immediate supervisor, Human Resources, or the Executive Director/designee.

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- **Non-Retaliation & Confidentiality:** Reports will be investigated promptly and handled with confidentiality to the maximum extent possible. The School strictly prohibits retaliation against any employee for making a good-faith report or participating in an investigation.

4. Hazard Evaluation, Investigation, and Incident Logging

- **Hazard Identification:** The School conducts periodic workplace hazard evaluations with employee involvement to identify and correct security risks.
- **Violent Incident Log:** In compliance with state law, the School maintains a statutory **Violent Incident Log** documenting the date, location, violence type, detailed description, and corrective actions for every reported incident. Identifying personal information of involved parties will be excluded from the log.

5. Prohibition of Weapons (Penal Code § 626.9) Pursuant to the California Gun-Free School Zone Act, unauthorized firearms, knives, explosives, ammunition, or other weapons are strictly prohibited on School premises, in School vehicles, and at any off-site School-sponsored activity. This ban applies to all employees, visitors, contractors, and parents, regardless of whether the individual possesses a concealed carry permit (excluding active duty law enforcement officers).

6. Employee Training & Post-Incident Support

- **Training:** All employees receive mandatory initial and annual interactive training covering workplace violence risks, reporting procedures, emergency response, and the School's specific WVPP protocols.
- **Post-Incident Response:** Following any violent incident, the School provides immediate medical aid, debriefing, psychological support services (e.g., Employee Assistance Program), and initiates an investigation to correct underlying safety hazards.

B. Prohibited Conduct

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

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

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

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working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;

- Working overtime without authorization or refusing to work assigned overtime;
- Violation of dress standards;
- Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing or involvement in any act of unlawful harassment of another individual;
- Failing to promptly report work-related injury or illness;
- Any other action or behavior, which could harm the School's, parents', or students' interest.

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

C. Physical Contact with Students and Professional Boundaries

1. Prohibition of Corporal Punishment (Education Code § 49001) In accordance with California Education Code § 49001, corporal punishment is strictly prohibited. School employees shall not inflict, cause to be inflicted, or threaten to inflict corporal punishment upon a student. Corporal punishment includes spanking, slapping, hitting, pinching, or any deliberate application of physical force intended to punish, discipline, or retaliate against a student.

2. Strict Limitations on Physical Restraint (Education Code § 49005 et seq.) Physical restraint may **only** be used as an emergency intervention when a student exhibits spontaneous, unpredictable behavior that poses an **imminent danger of serious physical harm** to the student or others, and where less restrictive interventions have failed or are deemed ineffective.

- Restraint may **never** be used for force of discipline, convenience, retaliation, property damage, or verbal non-compliance.
- Prone (face-down) restraint and any restraint that impairs breathing or communication are strictly prohibited.

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3. Prohibited Staff-to-Student Physical Contact Employees must maintain professional boundaries at all times. The following conduct is strictly prohibited:

- Any sexual, romantic, sexually suggestive, or angry/violent physical contact.
- Kissing, tickling, massages, piggyback rides, or lengthy/inappropriate embraces.
- Sitting students on laps or touching sensitive body areas (buttocks, chest, groin).
- Transporting a student in a personal vehicle without prior written administrative authorization and parental consent.
- Unnecessary isolated 1-on-1 situations behind closed doors without clear line-of-sight visibility or administrative approval.

4. Permissible Physical Contact & Emergency Exceptions Appropriate, non-coercive physical contact is permitted when necessary for:

- Providing emergency first aid, CPR, or medical care.
- Assisting young children or students with special needs with personal care, hygiene, or safety (conducted in designated areas with proper protocols).
- Guiding a student along a physical path to prevent imminent danger (e.g., stopping a student from running into traffic).
- Legitimate self-defense or defense of another person from imminent physical injury.

5. Staff-to-Staff Workplace Contact (FEHA) Physical contact between employees must remain professional and consensual at all times. Unwanted physical contact, offensive touching, or aggressive conduct between staff members is prohibited under the School's Anti-Harassment Policy and California law.

6. Mandatory Reporting (CANRA) & Enforcement Any physical contact that constitutes suspected child abuse, sexual abuse, or exploitation must be reported immediately to law enforcement or Child Protective Services pursuant to the California Child Abuse and Neglect Reporting Act (Penal Code § 11166). Violations of this policy will result in disciplinary action up to and including termination for cause, reporting to the California Commission on Teacher Credentialing (CTC), and potential civil or criminal liability.

D. Off-duty Conduct

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

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E. Drug and Alcohol Free Workplace and Awareness Program

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

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

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

The School will provide information to employees about:

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

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

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

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

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

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

F. Tobacco Free Workplace

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

G. Punctuality and Attendance

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

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

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

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

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

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

H. Professionalism

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

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

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

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

I. Dress Code and Professional Appearance

1. General Policy & Scope Employees represent the School to students, families, and the community. All employees, contract workers, and temporary staff are expected to maintain a clean, well-groomed, and professional appearance appropriate for their specific job duties, operational environments, and safety requirements.

2. Business Casual Attire Guidelines Except for designated casual days or job duties

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requiring specific functional clothing (e.g., physical education, lab work, or facility maintenance), standard employee attire is business casual.

- **Acceptable Attire:** Professional slacks, trousers, office-appropriate pants, skirts and dresses of appropriate length, collared shirts, blouses, sweaters, and professional footwear. Clothing must be clean, neat, and in good repair.
- **Inappropriate Attire:** Clothing featuring offensive words, symbols, or graphics; excessively sheer or revealing garments; athletic wear (unless required for job duties); and clothing that is dirty, stained, or frayed.

3. Grooming, Hygiene, and Hair Protections (CROWN Act) Employees must maintain personal cleanliness and hygiene standards consistent with a safe and health-conscious work environment.

In compliance with the California CROWN Act, the School respects employees' natural hair and protective hairstyles. Grooming guidelines will not restrict, prohibit, or regulate hair textures or protective hairstyles historically associated with race, culture, or ethnicity, including but not limited to afros, braids, locks, twists, cornrows, and protective wraps.

4. Tattoos and Body Piercings Body piercings and tattoos are permitted provided they do not pose a health or safety risk during the performance of job duties. The School reserves the right to request that tattoos or piercings displaying profane, discriminatory, or sexually explicit content be covered or removed during work hours.

5. Accommodation Procedures (Religious, Medical, & Disability) The School provides reasonable accommodations to this policy for employees with sincerely held religious beliefs, observances, or practices, as well as for qualified individuals with disabilities, medical conditions, or pregnancy-related needs, provided the accommodation does not create an undue hardship or safety hazard.

To request a dress or grooming accommodation, employees should contact Human Resources.

6. Enforcement Supervisors will address dress code concerns privately and respectfully. If an employee reports to work in attire that violates safety rules or this policy, they may be required to correct the issue before beginning work. Repeated or willful non-compliance may result in disciplinary action in accordance with School policy.

J. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate,

parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than \$50 are excluded from this policy.

K. Fee and Cash Collection

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

L. Building Security

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

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Section IV: Personnel Policies and Procedures

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

A. New Employee Orientation

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

B. Employee Status

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

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

Employee Status	Exempt Certificated and Classified (FTE)	NonExempt Classified (Hours per Week)
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Regular Full Time	.75+ FTE	30+ hours
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Regular Part Time	.50 - .74 FTE	20-29 hours
Non-Regular	.49 FTE or less	19 hours or less

Student Counts

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

C. Job Duties

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

Nonexempt & Exempt Employee Hours, Rest Breaks, and Overtime

1. Work Schedules & Timekeeping

- **Work Schedules:** Individual work schedules for classified nonexempt employees are assigned by the Superintendent or designee. Full-time classified schedules are based on 2,080 working hours per year. Employees are expected to be ready to work at the start of their scheduled shift. Schedule exchanges require advance supervisory approval.
- **Time Tracking:** Nonexempt employees must accurately record all hours worked, including start times, meal period clock-outs/clock-ins, and end-of-day times. Working "off-the-clock" is strictly prohibited.
- **After-Hours Communication:** Nonexempt employees must not perform work, respond to emails, or communicate regarding work issues outside their scheduled hours unless

explicitly authorized by a supervisor. All after-hours work time will be compensated at the applicable rate of pay.

2. Rest Breaks (Nonexempt Employees)

- **Entitlement:** Nonexempt employees are authorized and permitted to take one (1) paid, duty-free 10-minute rest break for every four (4) hours worked, or major fraction thereof (more than 2 hours). Rest breaks are not required for total daily shifts of less than 3.5 hours.
 - *3.5 to 6.0 hour shift:* 1 rest break
 - *6.1 to 10.0 hour shift:* 2 rest breaks
 - *10.1 to 14.0 hour shift:* 3 rest breaks
- **Timing:** Insofar as practicable, rest breaks should be scheduled near the middle of each four-hour work period. Rest breaks are paid time and employees are fully relieved of all duties.

3. Meal Periods (Nonexempt Employees)

- **First Meal Period:** Nonexempt employees working shifts greater than 5.0 hours are provided an uninterrupted, unpaid meal period of at least 30 minutes. The meal period **must commence before the end of the employee's fifth hour of work** (e.g., no later than 4 hours and 59 minutes into the shift).
- **First Meal Period Waiver:** If the total shift does not exceed 6.0 hours, the meal period may be waived by mutual written consent of the employee and the School prior to the shift.
- **Second Meal Period:** If a shift exceeds 10.0 hours, a second uninterrupted, unpaid 30-minute meal period **must commence before the end of the tenth hour of work**.
- **Second Meal Period Waiver:** If total daily hours do not exceed 12.0 hours, the second meal period may be waived by mutual written agreement only if the first meal period was taken and not waived.

4. Missed Break Premium Pay (Labor Code § 226.7) If the School fails to provide a timely, duty-free meal or rest period (or if an employee is impeded or discouraged from taking a full break), the employee will receive **one (1) additional hour of pay at their regular rate of compensation** for each workday a compliant meal or rest break was not provided. Employees must report any missed, late, or interrupted breaks to Human Resources immediately to ensure statutory premium pay is processed.

5. Overtime & Mandatory Meetings

- **Mandatory Meetings/Training:** Time spent attending mandatory meetings or training is compensable work time for nonexempt employees and will be paid at standard or overtime rates as applicable.
- **Overtime Rates:** Overtime must be pre-approved by a supervisor. Overtime is

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calculated based on actual hours worked:

- 1.5x *Regular Rate*: Hours worked over 8.0 up to 12.0 in a workday; first 40.0 hours in a workweek; and the first 8.0 hours on the 7th consecutive day of work in a single workweek.
- 2.0x *Regular Rate*: Hours worked over 12.0 in a single workday; and hours worked beyond 8.0 on the 7th consecutive day of work in a single workweek.

6. Exempt Employees & Salary Deductions Exempt employees are paid an predetermined salary that covers all hours worked. In compliance with state and federal salary-basis rules, deductions from an exempt employee's salary will only be made for:

- Full-day absences for personal reasons when no accrued leave is available.
- Full-day absences due to sickness or disability after accrued sick leave is exhausted.
- Full workweek suspensions for disciplinary or safety infractions.
- Partial or full-day absences for approved unpaid family medical leave (FMLA/CFRA).

If an exempt employee believes an improper deduction was made, they should notify HR immediately. The School will investigate and promptly reimburse any improper deduction.

D. Salary and Wage Overpayments (Education Code § 44042.5)

1. General Overview

In accordance with California Education Code § 44042.5 and state constitutional prohibitions against the gift of public funds, the School is required to seek reimbursement for wage overpayments made to employees.

2. Notice & Employee Rights

When an overpayment is identified, the School will provide the employee with written notice detailing the calculated overpayment amount, supporting documentation, available repayment options, and instructions on how to respond or dispute the claim.

3. Agreed Repayment Methods

If the employee verifies and agrees to the overpayment amount, reimbursement will be made through one of the following mutually agreed methods:

- Cash payment or cash installment plan.
- Payroll deductions spread over at least the same number of pay periods in which the

error occurred.

- Adjustment of accrued leave credits (vacation or compensating time off). Sick leave balances may only be adjusted if the overpayment involved sick leave credits.

If the employee does not dispute the overpayment but fails to execute a mutual agreement within thirty (30) days of verification, the School will proceed with payroll deductions spread over at least the same number of pay periods as the error occurred.

4. Disputed Overpayments

If an employee disputes the existence or amount of a claimed overpayment, the School will not initiate payroll deductions. The School must first obtain a binding arbitration decision (if authorized by an applicable memorandum of understanding) or a court order validating the debt prior to recovering funds.

5. Separation & Statute of Limitations

- **Separation from Employment:** If an employee separates from employment prior to full repayment, the School may withhold the remaining balance from separation pay, provided the employee receives at least state minimum wage for all hours worked in the final pay period. Any remaining balance may be pursued through standard legal remedies.
- **Statute of Limitations:** Overpayment recovery actions must be initiated within three (3) years from the date of the overpayment.

E. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees semi-annually and annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

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

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

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

F. Corrective Action

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

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

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

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

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

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

G. Procedure for Disciplinary Action

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

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

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

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

and after a disciplinary action.

H. Terminations

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

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

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

I. Personnel Records and Payroll Files

1. Right to Inspect & Copy Personnel Files (Labor Code § 1198.5) Current and former employees (or their designated representative) have the right to inspect and receive a copy of their personnel records maintained by the School.

- **Timeline:** The School will make records available for inspection or provide copies within thirty (30) calendar days of receiving a written request. By mutual written agreement, this deadline may be extended to a date not exceeding thirty-five (35) calendar days from receipt of the request.
- **Copying Costs:** The School may charge the actual cost of reproduction for requested copies.

2. Derogatory Material & Response Rights (Education Code § 44031) Information of a derogatory nature will not be entered into a school employee's personnel file until the employee is given notice and an opportunity to review and comment on the material. The employee has the right to review such information during normal business hours without loss of pay, and may attach their written comments to any disputed item in the file.

3. Excluded Records Pursuant to state law, personnel files available for inspection do **not** include:

- Letters of reference or confidential recommendations.
- Records obtained prior to employment or created in connection with initial hiring examinations.
- Records relating to the investigation of a possible criminal offense or state regulatory proceeding.

4. Payroll Records & Signed Documents (Labor Code §§ 226 & 432)

- **Payroll Records:** Upon oral or written request, current or former employees may inspect or receive copies of their itemized wage statements (payroll records) within twenty-one (21) calendar days.
- **Signed Documents:** Employees are entitled to receive a copy of any document they sign related to their employment.

5. Confidentiality & Contact Information Personnel files are confidential and accessed only on a strictly authorized, need-to-know basis. Disclosure to third parties will occur only with written authorization or as legally required by court order, subpoena, or law enforcement investigation. Employees must promptly notify Human Resources of any changes to their legal name, mailing address, telephone number, or emergency contacts.

J. Destruction of Personal Information Records

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

K. Employment Posters

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

L. Outside Employment & Conflict of Interest

1. General Policy In accordance with California Labor Code §§ 96(k) and 98.6, the School respects employees' rights to engage in lawful off-duty activities, including holding secondary employment during non-working hours, provided such activities do not create an actual conflict of interest or impair job performance.

2. Conflicts of Interest & Duty of Loyalty Outside employment is prohibited if it creates an actual conflict of interest or breaches the employee's duty of loyalty to the School. An impermissible conflict of interest occurs when secondary employment:

- Involves the unauthorized use, application, or disclosure of the School's trade secrets or confidential information.
- Involves a financial or professional arrangement with a School vendor, contractor, or supplier that compromises the employee's objectivity in performing their School duties.
- Involves soliciting School students, families, or staff for an outside commercial venture.

3. Use of School Time and Resources Employees are strictly prohibited from conducting outside business, soliciting, or performing secondary work during paid working time. School property, facilities, equipment, tools, technology, and electronic communications systems may not be used for secondary employment or personal business endeavors.

4. Performance Expectations Outside employment will not serve as an excuse for poor job performance, tardiness, absenteeism, or failure to fulfill assigned duties. If secondary work interferes with job performance or operational needs, the employee will be required to resolve the conflict, subject to standard disciplinary procedures.

5. Use of Paid Leave Employees are prohibited from engaging in secondary employment while utilizing paid sick leave or medical leave provided by the School. Misrepresenting leave

status to work a secondary job constitutes fraudulent leave use and may result in disciplinary action up to and including termination.

M. Whistleblower Protection Policy

1. Statutory Purpose & Scope In accordance with California Labor Code § 1102.5, Labor Code § 6310, and California Education Code § 44110 et seq. (Reporting of Improper Governmental Activities Act), the School encourages employees and job applicants to disclose suspected illegal, fraudulent, or improper governmental activities without fear of retaliation, reprisal, or discrimination.

2. Protected Whistleblower Activities An employee or applicant is protected as a whistleblower when they make an **oral or written** disclosure based on a **reasonable cause to believe** that the information reveals:

- A violation of local, state, or federal laws, rules, or regulations, including statutory standards regarding employee safety, health, or working conditions.
- Improper governmental activity, gross mismanagement, waste of funds, abuse of authority, or a substantial and specific danger to public health or safety.
- Truthful information provided to, or testimony before, a court, legislative body, government agency, or law enforcement agency conducting an inquiry or investigation.

Whistleblower protections also apply to any employee who **refuses to participate** in any activity, directive, or practice that would result in a violation of a local, state, or federal law, rule, or regulation.

3. Reporting Procedures & External Avenues

- **Internal Reporting:** Employees may report concerns orally or in writing to their immediate supervisor, the Human Resources Manager, or the Executive Director/Superintendent. If a report involves school executive leadership, it may be submitted directly to the President of the School's Board of Directors.
- **External Reporting:** Employees are not required to exhaust internal procedures before disclosing information to an external agency. Employees may report disclosures directly to a law enforcement agency, relevant local, state, or federal administrative agencies, or the **California State Auditor's Whistleblower Hotline** at (800) 952-5665 or stateauditor.ca.gov.

4. Non-Retaliation Protections The School strictly prohibits taking any adverse employment action—including termination, demotion, suspension, threat, harassment, or workplace discrimination—against an employee because they engaged in protected whistleblower activity, refused an illegal directive, or exercised whistleblower rights in current or former

employment. Any supervisor or employee who engages in retaliatory conduct will be subject to immediate disciplinary action, up to and including termination of employment.

5. Confidentiality & Investigation Whistleblower reports will be investigated promptly, thoroughly, and impartially by qualified personnel. The identity of the reporting employee will be kept confidential to the maximum extent possible, consistent with the need to conduct a fair and effective investigation.

N. Workplace Complaint & Internal Investigation Procedure

1. General Policy & Multiple Reporting Avenues The School is committed to maintaining a positive, safe, and professional work environment. Employees are encouraged to raise workplace concerns, grievances, or allegations of policy violations early.

Employees may report concerns verbally or in writing to any of the following individuals without being required to follow a rigid chain of command:

- Their immediate supervisor or department head;
- The Human Resources Manager; or
- The Superintendent or Executive Director.

If a complaint involves the Human Resources Manager, Superintendent, or Executive Director, the employee may submit their complaint directly to the **President of the School's Board of Directors**. The Board President may conduct an internal investigation or retain an independent third-party investigator.

2. Investigation Process & Resolution (2 CCR § 11023) Upon receiving a complaint alleging harassment, discrimination, retaliation, or significant workplace wrongdoing, the School will:

- Conduct a **timely, thorough, and impartial investigation** led by qualified personnel.
- Provide all parties with due process and an opportunity to present evidence and identify witnesses.
- Maintain documentation and tracking to ensure reasonable progress.
- Take prompt and effective remedial measures if misconduct is substantiated.
- Notify the complainant and respondent upon conclusion of the investigation regarding the outcome, consistent with privacy restrictions.

3. Confidentiality & Protections

- **Confidentiality:** Investigations will be kept as confidential as possible, disclosing information only on a need-to-know basis to conduct a fair investigation or take corrective action.
- **Non-Retaliation:** The School strictly prohibits retaliation against any employee for

filing a complaint, reporting misconduct, or participating in an investigation. Anyone engaging in retaliatory conduct will be subject to immediate disciplinary action, up to and including termination.

4. External Agency Reporting Rights Employees are not required to exhaust the School's internal complaint process before filing a charge with external enforcement agencies. Employees may contact:

- **California Civil Rights Department (CRD):** (800) 884-1684 | calcivilrights.ca.gov (Complaints must generally be filed within three years of the alleged unlawful conduct).
- **Equal Employment Opportunity Commission (EEOC):** (800) 669-4000 | eeoc.gov

5. Statutory Uniform Complaint Procedures (UCP) Notice For complaints alleging noncompliance with federal or state laws governing specified educational programs, pupil fees, or Local Control and Accountability Plans (LCAP), employees should refer to the School's separate **Uniform Complaint Procedures (UCP)** policy (5 CCR § 4600 et seq.), accessible on the School website and in the Administrative Office.

O. Mutual Agreement to Arbitrate Disputes

1. Mutual Agreement to Arbitrate The School and Employee mutually agree to resolve any and all arbitrable disputes, claims, or controversies arising out of or relating to Employee's recruitment, employment, or termination of employment through binding arbitration rather than in a court of law before a judge or jury.

2. Covered Claims Except as provided in Section 3, covered claims include all common law and statutory claims under local, state, or federal law, including but not limited to: claims for breach of contract, fraud, or misrepresentation; tort claims; wage and hour claims (unpaid wages, meal/rest breaks, overtime); and claims under the California Fair Employment and Housing Act (FEHA), Title VII of the Civil Rights Act, the Americans with Disabilities Act (ADA), and the Age Discrimination in Employment Act (ADEA).

3. Excluded Claims The following claims are strictly excluded from mandatory arbitration under this Agreement:

- Claims for workers' compensation, state disability, or unemployment insurance benefits.
- Administrative charges filed with government agencies such as the EEOC, the California Civil Rights Department (CRD), or the National Labor Relations Board (NLRB).
- Claims for sexual assault or sexual harassment, to the extent mandated by the federal

Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act (EFAA), at the election of the asserting party.

- Statutory dismissal or disciplinary hearing proceedings under the California Education Code or grievance procedures governed by an applicable Collective Bargaining Agreement.

4. Class, Collective, and PAGA Action Waiver

- **Class/Collective Waiver:** The School and Employee agree to arbitrate disputes solely on an individual basis. Neither party may bring, join, or participate as a plaintiff or class member in any class or collective proceeding.
- **PAGA Severability:** To the extent permitted by law, Employee's individual claims under the California Private Attorneys General Act (PAGA) shall be submitted to individual arbitration. Representative/non-individual PAGA claims shall be stayed in a court of competent jurisdiction pending the outcome of individual arbitration.

5. Arbitration Rules, Fees, & Procedures (Armendariz Compliance)

- **Rules & Arbitrator:** The arbitration will be administered by the American Arbitration Association (AAA) under its Employment Arbitration Rules. A single neutral arbitrator will be selected.
- **Costs:** In compliance with California law, the School will pay all costs and fees unique to arbitration, including the arbitrator's fees and administrative filing costs. Each party will bear its own attorneys' fees, unless the arbitrator awards fees pursuant to applicable statutory authority.
- **Discovery & Authority:** Both parties are entitled to adequate discovery. The arbitrator has the authority to grant any remedy or relief that would be available in a court of law and must issue a written, reasoned decision explaining the factual and legal grounds for the award.

6. Governing Law & Severability This Agreement is governed by the Federal Arbitration Act (FAA) (9 U.S.C. § 1 et seq.). If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be severed or modified to the minimum extent necessary, and the remaining terms shall remain in full force and effect.

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Section V: Operational Considerations

A. Employer Property

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

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

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

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

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

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment,

employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information

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

B. Use of Electronic Media

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

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

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

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

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

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

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

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

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

C. Social Media

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

General Statement

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

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

networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

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

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

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

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

Be transparent. Honesty or dishonesty will be widely available on social media. If the

employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

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

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

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

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

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

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

School Logo. The use of the School logo(s) on a social media site or elsewhere must be approved by the Superintendent or designee. The School expects all who participate in social media to understand and follow these guidelines.

D. Public Relations

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

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

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

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

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

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

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

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

E. Solicitation and Distribution Policy

1. Overview To ensure uninterrupted school operations, protect instructional time, and maintain safety, the School enforces guidelines regarding solicitation and distribution of literature on School property.

2. Employee Solicitation Employees may engage in verbal solicitation (e.g., seeking support for causes, asking for contributions, or recruiting membership) **only during non-working time** of both the employee soliciting and the employee being solicited.

- "Non-working time" includes duty-free meal periods, rest breaks, and time before or after scheduled work hours.
- Solicitation is permitted in both working and non-working areas during non-working time, provided it does not disrupt school operations or violate School policies prohibiting harassment and discrimination.
- Solicitation is strictly prohibited during "working time" (time designated for the performance of job duties).

3. Employee Distribution of Literature Employees may distribute pamphlets, fliers, petitions, or other written materials **only during non-working time and exclusively in non-working areas** (such as staff break rooms, lunchrooms, or employee parking lots). Distribution of literature is strictly prohibited during working time and in working areas (such as classrooms, instructional spaces, offices, or hallways) to prevent littering and operational disruption.

4. Bulletin Boards and Electronic Media School bulletin boards, posting areas, and electronic communication systems (including email, intranet, and messaging platforms) are reserved exclusively for official School business and mandatory legal notices. Employees may not post personal notices or distribute literature on School bulletin boards or electronic channels without authorization from Human Resources.

5. School-Sanctioned Programs The School may periodically conduct official school-sponsored campaigns (such as student fundraisers or designated charitable drives).

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Official School-sponsored events are managed by School administration and do not waive the general restrictions of this policy.

6. Non-Employee Access Solicitation, leafleting, sales, or distribution of materials by non-employees or third parties is strictly prohibited on School premises at all times.

F. Inclement Weather/Emergency Closings

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

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

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Section VI: Health and Safety

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

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

A. Telecommuting

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

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

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

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

Employees who telecommute are responsible for following all safety rules. Telecommuters will develop a written agreement with the Superintendent or designee concerning the type and amount of work the telecommuter will be expected to perform. The ability to telecommute does not change the level of performance

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expected from an employee. Nonexempt employees will track their time in the system and report work accomplished at a frequency agreed upon with the supervisor. Exempt employees must complete the duties as outlined in their job description and assigned by their supervisor.

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

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

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

B. Student Safety

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

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

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

C. Employee Safety

The School is committed to providing the resources necessary to develop, implement,

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and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

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

D. Transporting Students

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

E. Employee Driving Policy

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

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

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role.

This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

Driver's License and Insurance Coverage

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

Notification of Traffic Violations Resulting in Criminal Convictions

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

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

Responsibilities of Human Resources

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

Employee Responsibility

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

Use of Electronic Devices While Operating a Vehicle

EACS recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle.

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

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

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

Revocation of Driving Privilege

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

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agreement.

Alternative Transportation

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

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

F. Contagious Illnesses in the Workplace

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

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

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

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

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

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

G. Gun Violence Restraining Order

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

Initial_____

Section VII: Employee Wages and Benefits

A. Wages

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

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

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

B. Stipends

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

C. Paydays

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

Hourly and salaried nonexempt employees are paid on the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or before the 10th of each month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

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

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

D. Payroll Withholdings and Deductions

1. Mandatory Statutory Withholdings The School is required by federal and state law to withhold applicable taxes and statutory contributions from each employee's paycheck, including:

- **Federal Income Tax:** Withheld based on the employee's federal Form W-4.
- **State Income Tax:** Withheld based on the employee's California Form DE-4.
- **Medicare Tax:** Mandated for all employees under the Federal Insurance Contributions Act (FICA), including CalSTRS participants.
- **Social Security Tax (FICA):** Withheld for eligible non-credentialed/classified employees not participating in a qualifying alternative retirement system.
- **State Disability Insurance (SDI):** Withheld where applicable under California Unemployment Insurance Code provisions.

2. State Retirement Systems (CalSTRS)

- **Credentialed Employees (CalSTRS):** Eligible certificated/credentialed employees contribute to the California State Teachers' Retirement System (CalSTRS) in lieu of Social Security. The School makes mandatory employer contributions as established by state law.

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3. Voluntary and Benefit Deductions Employees participating in elective benefit plans (such as health insurance, dental, vision, or retirement savings plans) authorize payroll deductions for their portion of benefit premiums. The School will detail approved pre-tax (Section 125) or post-tax deductions prior to processing.

4. Tax Forms and Itemized Wage Statements (Labor Code § 226) Employees must complete Form W-4 and California Form DE-4 upon hire and may update their withholding selections at any time through the HR/Payroll system.

In compliance with California Labor Code § 226, an itemized wage statement showing gross earnings, itemized deductions, net pay, hours worked, pay rates, and accrued sick leave balances will be accessible each pay period. Form W-2 statements will be provided annually by January 31 for the prior tax year.

5. Payroll Inquiries & Error Correction If an employee believes a payroll error or incorrect deduction has occurred, they should notify Human Resources immediately. Verified underpayments will be corrected promptly. In accordance with California Labor Code § 221, the School will not make automatic deductions from future paychecks to recoup overpayments without separate, explicit written agreement from the employee. Employees are protected from retaliation for raising paycheck questions or concerns.

E. Wage Attachments and Garnishments

1. General Policy & Compliance The School is legally required to comply with court orders, tax levies, and official notices of wage garnishment or earnings assignment. All wage withholdings will be executed in strict compliance with federal law and California's Employees' Earnings Protection Law (California Code of Civil Procedure § 706.010 et seq.).

2. Garnishment Limits & Calculations Withholding amounts are calculated based on statutory formulas. Where federal and California garnishment caps differ, the School will apply the standard that provides the greatest protection (lowest total withholding amount) to the employee.

3. Employee Notification & Exemption Claims Upon receiving an Earnings Withholding Order (EWO), Payroll or Human Resources will provide the employee with a copy of the order and the state-mandated employee information notice within **ten (10) calendar days**. Employees wishing to claim an exemption, dispute the debt, or request a reduction in withholding must file a Claim of Exemption directly with the levying officer or court specified on the order.

4. Protection Against Discharge (Labor Code § 2929) In accordance with California Labor Code § 2929 and federal law, the School strictly prohibits discharging, disciplining, or taking

any adverse employment action against an employee because their earnings have been subjected to garnishment for the payment of a single judgment

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

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

Exempt (FTE)	Non-Exempt (Hours per Week)	Eligible employees will have the option to choose to enroll in benefits or elect a cash in lieu stipend with proof of alternate coverage.	
		*Tiered Benefit Stipends (for Health, Dental, and/or Vision)	*Cash In Lieu of Benefits

.75+ FTE	30+ hours	\$1,350/month Employee only \$1,450/month Employee + spouse \$1,600/month Employee + child(ren) \$1,600/month Employee + family	\$200/month
.50 - .74 FTE	20-29 hours	\$780/month	\$100/month
.49 FTE or less	19 hours or less	not eligible	not eligible

2. Benefit Design and Modification

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

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Cash in Lieu of Health Benefits

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

In order to be eligible for cash in lieu of health benefits, an employee must provide proof of enrollment in a qualifying group health plan, including their name and the effective date of coverage, on their spouse or parent's employer sponsored plan, State

Medicaid, Medicare, or VA Benefits. Proof of enrollment must be provided at the time of benefit enrollment for new hires or during the open enrollment period in order for the cash in lieu of benefits to be paid. Individual Family Plans (IFP) and Covered California coverage plans are not eligible for cash in lieu of benefits. All eligible employees will automatically be enrolled in the employer provided life insurance plan. Payment of the appropriate CIL amount will occur on each pay period of the current school year.

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

5. Right to Modify

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

6. Mid-Year Benefit Changes & Qualifying Life Events (QLE)

1. General Policy (IRS Section 125) Benefit elections made during annual open enrollment remain in effect for the entire plan year. Under IRS Section 125 rules, employees may only make mid-year changes to their health and welfare benefit plans outside of open enrollment if they experience a recognized Qualifying Life Event (QLE) and the requested change is consistent with that event.

2. Standard 30-Day Qualifying Life Events Employees must notify Human Resources and submit required documentation within 30 calendar days of the event date for the following QLEs:

- Marriage, divorce, legal separation, or annulment.
- Birth, adoption, or placement for adoption of a child.
- Death of a spouse, registered domestic partner, or dependent child.
- Involuntary loss of other group health coverage (e.g., spouse's job loss or loss of plan eligibility).
- Change in employment status affecting plan eligibility for the employee, spouse, or dependent (e.g., move from part-time to full-time).

3. Special 60-Day Enrollment Window (CHIPRA / Medi-Cal) In accordance with federal law, employees have 60 calendar days from the date of the event to request coverage changes if:

- The employee or dependent loses coverage under Medicaid (Medi-Cal) or a state Children's Health Insurance Program (CHIP).
- The employee or dependent becomes eligible for a state premium assistance subsidy under Medicaid (Medi-Cal) or CHIP.

4. Effective Date of Coverage

- Birth, Adoption, or Placement for Adoption: Coverage changes take effect retroactively to the date of birth, adoption, or placement.
- Other Qualifying Events: Coverage changes typically take effect on the first day of the calendar month following the receipt of the request and required documentation, subject to insurance carrier guidelines.

5. Process & Documentation Failure to notify Human Resources within the applicable 30-day or 60-day window will result in the forfeiture of the right to make mid-year plan changes, and the employee must wait until the next annual open enrollment period. HR may require supporting documentation (e.g., birth certificate, marriage certificate, loss of coverage letter) to verify eligibility.

7. COBRA Benefits

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

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

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

1. General Overview & Scope In accordance with the Affordable Care Act (ACA) Employer Shared Responsibility provisions, the School uses the Look-Back Measurement Method to determine health benefit eligibility for newly hired and ongoing variable-hour, seasonal, and part-time employees.

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Employees hired into regular full-time positions (reasonably expected to work 30 or more hours per week) are not subject to the look-back measurement period and become eligible for benefits following the School's standard plan waiting period (not to exceed 90 days).

2. **Benefit Hours Eligibility Threshold** To qualify for health coverage under this policy, a variable-hour, seasonal, or part-time employee must average at least [30 hours per week / 130 hours per month OR 20 hours per week if maintaining a lower internal school threshold] during the applicable measurement period.

3. Initial Measurement, Administrative, and Stability Periods (New Hires)

- **Initial Measurement Period (IMP):** A 12-month period beginning on the employee's first day of employment (or the first day of the calendar month following the date of hire).
- **Initial Administrative Period:** A period of up to 90 days following the IMP during which the School evaluates hours worked, notifies qualifying employees, and conducts enrollment. The total combined duration of the IMP and Administrative Period will not exceed 13 months plus the fraction of a month.
- **Initial Stability Period:** A 12-month period during which an employee who met the hours threshold during the IMP is offered continuous health benefit coverage, regardless of actual hours worked during the stability period, provided they remain employed.

4. **Standard Measurement, Administrative, and Stability Periods (Ongoing Employees)** Once a variable-hour or seasonal employee completes a full Initial Measurement Period, they transition to ongoing status and are evaluated annually during the Standard Measurement Period:

- **Standard Measurement Period (SMP):** A 12-month period running from [e.g., November 1 through October 31].
- **Standard Administrative Period:** Running from [e.g., November 1 through December 31] to process annual open enrollment.
- **Standard Stability Period:** A 12-month period aligning with the plan year, running from [e.g., January 1 through December 31].

G. Retirement Plan Offerings

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

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

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

Employer Contributions:

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

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

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

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

California State Teachers Retirement System (CalSTRS)

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

H. General Business Expense Reimbursement

1. General Policy (California Labor Code § 2802) In accordance with California law, the School reimburses employees for all reasonable and necessary business expenditures incurred in the direct performance of their job duties.

2. Supplies, Postage, and Operational Expenses

- **Purchasing & Pre-Approval:** Due to the virtual nature of the School, employees may sometimes need to initiate local purchases for necessary instructional or operational supplies and postage. Employees should obtain advance approval from their direct supervisor, Superintendent, or Executive Director before incurring reimbursable business expenses.

- **Stipends & Actual Costs:** If an employee receives a regular stipend for supplies or remote work expenses, the stipend is intended to cover necessary costs. However, if an employee incurs actual, necessary business expenses that exceed the stipend amount to perform their assigned duties, the School will reimburse the excess amount upon submission of proper documentation and supervisory notification.

3. Travel, Mileage, Lodging, and Meals All travel-related expenses—including personal vehicle mileage reimbursements, transportation fees, hotel lodging, and daily meal allowances—are governed separately. Employees must consult the **School's Travel Manual** for specific rules, pre-approval procedures, documentation requirements, and reimbursement rates regarding travel-related expenditures.

4. Submission Procedure & Documentation

- **Receipts:** Employees must submit an itemized expense report along with scanned copies of original itemized receipts for all requested reimbursements.
- **Submission Timeline:** Expense reimbursement requests must be submitted through the designated payroll or expense platform within thirty (30) days of incurring the expense. While reports submitted after 30 days may experience processing delays in subsequent payment cycles, all valid and necessary business expenses will be processed in accordance with state law.

Initial_____

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Families Act Overview (California Labor Code § 246)

1. Statutory Eligibility & Scope In compliance with the California Healthy Workplaces/Healthy Families Act (California Labor Code § 246, as amended by SB 616), all full-time, part-time, temporary, and seasonal employees who work in California for thirty (30) or more days within a 12-month period are entitled to earn and use paid sick leave.

2. Accrual & Usage Rules

- **Accrual Commencement:** Paid sick leave begins accruing on the employee's first day of employment at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked.
- **Usage Waiting Period:** Accrued paid sick leave is available for use as it is earned, starting on the **90th calendar day of employment**.
- **Annual Entitlement:** Eligible employees are entitled to use up to **forty (40) hours or five (5) days** of accrued paid sick leave (whichever is greater based on regular work schedules) per 12-month period.

3. Covered Uses & Protection Paid sick leave may be used for the diagnosis, care, or treatment of an existing health condition, or preventive care, for the employee or their covered family member/designated person, as well as for specified safety and legal purposes if the employee is a victim of domestic violence, sexual assault, stalking, or a qualifying act of violence. The School strictly prohibits discrimination, retaliation, or adverse action against any employee for requesting or using protected paid sick leave.

B. Paid Sick Leave

1. Permitted Uses Paid sick leave may be used upon oral or written request for:

- The diagnosis, care, or treatment of an existing health condition for, or preventive care for, the employee or the employee's covered family member. Covered family members include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings, and a **designated person** (an individual identified by the employee at the time leave is requested, limited to one designated person per 12-month period).
- Seeking legal relief, medical treatment, psychological counseling, safety planning, or relocation services for an employee who is a victim of domestic violence, sexual assault, stalking, or a qualifying act of violence.

- Time off when an employee's worksite or their child's school/daycare facility is closed due to a public health emergency or order.

2. Full-Time Employee Accrual & Minimum Entitlements Full-time classified, non-teaching certificated, and special education certificated employees who regularly work a minimum of 30 hours per week accrue paid sick leave at the rate of one (1) day per month in paid status (or one-half day per semi-monthly pay period for nonexempt employees).

In accordance with California Labor Code § 246, all full-time employees are guaranteed to accrue at least twenty-four (24) hours or three (3) days of paid sick leave by their 120th calendar day of employment, and at least forty (40) hours or five (5) days of paid sick leave by their 200th calendar day of employment.

4. Notice & Documentation Procedures

- **Notice:** If the need for paid sick leave is foreseeable, employees must provide reasonable advance notice to their supervisor or HR. If the need is unforeseeable, notice must be provided as soon as practicable.
- **Medical Verification:** The School may require a healthcare provider's written verification stating the medical necessity of leave **only** for absences exceeding three (3) consecutive workdays, or where there is a reasonable suspicion of sick leave abuse. Underlying medical diagnoses will not be requested without employee consent.

5. Usage Rules & Rate of Pay

- **Increments of Use:** Sick leave may be used in minimum increments of thirty (30) minutes.
- **No Replacement Obligation:** Employees are strictly prohibited from being required to search for or find a replacement worker as a condition of using paid sick leave.
- **Rate of Pay:** Nonexempt employees are paid at their regular hourly rate of pay for the workweek in which sick leave is taken. Exempt employees are paid at their regular salary rate.
- **Paystub Tracking:** Accrued, available sick leave balances are reported on employee paystubs or accessible through the online payroll system.

6. Exhaustion of Leave & Separation

- **Salary Deductions:** Unpaid absences occurring after all accrued sick leave has been exhausted will result in a payroll deduction. For salaried exempt employees, payroll deductions will only be made in full-day increments to maintain FLSA exempt status.
- **Separation & Rehire:** Unused paid sick leave is not paid out upon separation of employment. However, if an employee is rehired by the School within **twelve (12) months** of separation, all previously accrued and unused paid sick leave will be restored.

1. Paid Sick Leave - Full Time Employees

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

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

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

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

1. Eligibility

In accordance with California Labor Code § 246, all part-time, per diem, seasonal, and temporary employees who work for the School in California for at least thirty (30) days within a 12-month period are eligible to earn and use paid sick leave.

2. Accrual Rate & Waiting Period

- **Accrual Rate:** Eligible employees begin accruing paid sick leave on their first day of employment at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked.
- **Usage Eligibility:** Accrued paid sick leave may be taken as it is earned starting on the 90th calendar day of employment.

3. Accrual & Annual Usage Caps

- **Annual Usage Cap:** Employees may use up to 40 hours or five (5) days (whichever is greater based on the employee's regular schedule) of accrued paid sick leave per 12-month period.
- **Accrual & Carryover Cap:** Unused paid sick leave hours carry over from year to year; however, total continuous accrual is capped at 80 hours or ten (10) days. Once an employee reaches this accrual cap, leave accrual pauses until accrued sick hours are used below the limit.

4. Permitted Uses

Paid sick leave may be used upon oral or written request for:

- The diagnosis, care, or treatment of an existing health condition for, or preventive care for, the employee or the employee's covered family member (child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, parent-in-law) or a designated person.
- Obtaining legal relief, medical care, counseling, or safety accommodations for an employee who is a victim of domestic violence, sexual assault, stalking, or a qualifying act of violence.

5. Rate of Pay & Separation

- **Rate of Pay:** Paid sick leave is compensated at the employee's regular rate of pay for the workweek in which the leave is taken, or calculated in compliance with California Labor Code requirements.
- **Separation of Employment:** Unused paid sick leave is not paid out upon separation of employment. However, if an employee is rehired within 12 months of separation, previously accrued and unused paid sick leave will be restored.

3. Personal Necessity Leave (Certificated Staff)

Certificated employees may designate up to (3) days of their accrued, paid sick leave per school year to use Personal Necessity Leave (PNL). Personal Necessity Leave allows certificated staff to address urgent, unavoidable personal matters or family emergencies that cannot be conducted outside of regular employer sponsored working hours or locations.

Because PNL is drawn directly from your accrued sick leave, it is not an additional or separate bank of paid time off.

Qualifying Uses

- Personal Necessity Leave is intended for serious or urgent circumstances requiring the employees' immediate personal attention during normal work hours. Permissible uses include, but not limited to:
- Family Emergencies: Serious illness, injury, or emergency medical situations involving a member of the employee's immediate family.
- Extended Bereavement: Death of an immediate family member when time is needed beyond the days provided under standard Bereavement Leave.
- Personal & Property Emergencies: Unforeseen, critical accidents or disasters involving the employee's home, vehicle, or personal property (e.g. severe storm damage, flooding, or auto accident).
- Legal Obligations: Mandatory court appearances, legal proceedings, or responding to a subpoena where the employee is legally required to attend.
- Major Family Milestones: Critical family obligations that cannot be scheduled outside of school hours (e.g. adoption proceedings or graduation of an immediate family member)

Annual Allocation & Rollover Rules

Annual Allowance **L Full-** time certificates staff are allocated up to 3 days of PNL eligibility at the beginning of each school, year (July 1)

No PNL Rollover: Unused PNL entitlement does not roll over from year to year and resets at the beginning of each new working agreement year.

Retention in Sick Accrual Bank: Any unused PNL days remain in your standard accumulated sick leave bank. Unused hours are not lost; they continue to accrue as standard sick leave for future illness, injury, or retirement credit calculation (under CALSTRS rules).

Request and Approval Process

Except in cases of sudden emergency, employees must submit a formal request for Personal Necessity Leave Days to their Administrator via email and completion of PNL form at least (3) business days for advanced approval.

In the event of an emergency, employees should notify their superiors as soon as possible. The employee will be required to also submit the request via Paycom ESS time management portal and will select “PNL” as a drop down menu option.

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

C. California State Disability Insurance (SDI) & Paid Family Leave (PFL)

1. Overview & Program Nature

California State Disability Insurance (SDI) and Paid Family Leave (PFL) are state-administered wage replacement programs operated by the Employment Development Department (EDD). Where covered or elected under California Unemployment Insurance Code §§ 710–710.5, these programs are funded through employee payroll deductions.

Important Note: SDI and PFL are partial wage replacement benefits, not job-protected leaves of absence. Job protection during a medical or family care absence is governed separately by the California Family Rights Act (CFRA), Family and Medical Leave Act (FMLA), Pregnancy Disability Leave (PDL), or applicable School leave policies.

2. State Disability Insurance (SDI)

Eligible employees who suffer a loss of wages due to a non-work-related physical or mental illness, injury, pregnancy, or childbirth may apply for SDI benefits through the EDD. SDI provides partial wage replacement (up to statutory EDD limits) for the duration of medical

disability as certified by a licensed healthcare provider.

3. Paid Family Leave (PFL)

Eligible employees participating in the state program may receive up to eight (8) weeks of partial wage replacement within a 12-month period to:

- Care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner.
- Bond with a new child within 12 months of birth, adoption, or foster care placement.
- Participate in a qualifying event arising out of the active duty military deployment of the employee's spouse, registered domestic partner, parent, or child to a foreign country (PFL Military Assist).

4. Claim Administration & Benefit Coordination

- **Filing Claims:** Employees are solely responsible for filing SDI and PFL applications directly with the EDD.
- **Wage Integration:** Employees may elect—or participate in school benefit coordination programs—to integrate accrued paid leave credits (such as sick leave, vacation, or PTO) or employer-provided supplemental pay with EDD benefits. The combined total of state benefits and employer compensation cannot exceed 100% of the employee's regular base salary.
- Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health conditions.

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

D. Pay & Benefits During Pregnancy Disability Leave (PDL)

1. Statutory Overview & Employer Paid Supplementation (Effective January 1, 2027)

Pursuant to California Government Code § 12945 (Pregnancy Disability Leave Law) and amended California Education Code §§ 44965 and 45193 (enacted via the California Public Education Budget Trailer Bill), all eligible certificated and classified employees disabled by pregnancy, childbirth, miscarriage, termination of pregnancy, or recovery therefrom are entitled to up to 14 weeks of paid pregnancy leave.

Effective **January 1, 2027**, the School will provide supplemental compensation to coordinate directly with California State Disability Insurance (SDI) Disability Insurance (DI) wage replacement benefits. This supplementation bridges the gap between EDD SDI benefits and the employee's regular base earnings, ensuring the employee receives up to 100% of their regular salary during qualifying pregnancy disability leave for up to 14 weeks.

2. SDI Benefit Integration & Coordination Rules To remain compliant with California Employment Development Department (EDD) payroll integration regulations and state public education leave mandates, the following coordination rules apply:

- **Wage Continuation Cap:** The combination of EDD SDI benefits, employer supplemental pay, and/or accrued paid leave credits shall not exceed 100% of the employee's standard regular gross earnings for the applicable pay period.
- **Reporting Obligation:** To receive employer supplemental pay, employees must apply for SDI benefits through the EDD upon going on medical leave and promptly submit their EDD Notice of Computation or benefit wage statement to Payroll. Supplemental pay calculations will be adjusted based on the verified SDI weekly benefit amount.
- **Accrued Sick Leave Utilization:** An employee may elect to use accrued paid sick leave at the start of any leave period or to supplement pay prior to SDI activation. The receipt of sick pay, employer supplemental pay, or SDI benefits will not extend the statutory maximum duration of Pregnancy Disability Leave (up to 17.33 weeks per pregnancy under Gov. Code § 12945).

3. Leave Accruals & Health Benefit Continuation

- **Accrual of Paid Leaves:** Sick leave and other paid time off continue to accrue during any paid period of PDL (including periods where the employee receives employer supplemental pay). If an employee transitions to an unpaid leave status after exhausting paid benefits and supplementation, sick leave accrual will continue only through the end of the calendar month in which the unpaid leave began. *(For example, an employee who delivers on March 5 and transitions to unpaid status on that date will earn their standard sick leave accrual for the month of March. Accruals will be*

suspended effective April 1 until the employee returns to active pay status).

- **Group Health Benefits Maintenance:** In compliance with Government Code § 12945, the School will maintain group health, dental, and vision insurance coverage on the same terms and conditions as if the employee had continued in active employment for the duration of the approved PDL (up to 4 months / 17.33 weeks).

4. Mandatory School Compliance Guidelines

- **Zero Tenure & Hours Threshold:** Under California Education Code §§ 44965 and 45193, there are no minimum tenure, length-of-service, or hours-worked eligibility requirements for employees to receive paid pregnancy leave supplementation. Coverage begins on the first day of employment.
- **Pro-Rated Entitlement for Part-Time Staff:** Part-time certificated and classified employees receive paid leave supplementation pro-rated based on their regularly scheduled FTE/hours.
- **Concurrent Running & Bonding Leave Interaction:** Paid pregnancy leave and employer supplementation run concurrently with PDL under the California Fair Employment and Housing Act (FEHA). Statutory bonding leave under the California Family Rights Act (CFRA) and Paid Family Leave (PFL) remains available after the employee is no longer medically disabled, but does not run concurrently with pregnancy disability periods.

1. Health Benefits

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

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

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leave.

2. Medical Certifications

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

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

3. Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR.

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

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

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

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

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

obligations and the consequences of failing to satisfy them.

4. Return to Work

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

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

5. Employment During Leave

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

6. Lactation Accommodation

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

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the

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breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

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

1. Overview & Method of Calculation The School complies with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), enforced by the California Civil Rights Department (CRD). The 12-month period for determining leave eligibility is calculated using a **rolling 12-month period** measured backward from the date an employee uses any FMLA or CFRA leave.

2. Eligibility Criteria

- **FMLA Eligibility:** Employees are eligible if they have been employed by the School for at least 12 months, have worked at least 1,250 hours in the 12 months preceding the leave, and work at a location where the School employs at least **50 employees within a 75-mile radius**.
- **CFRA Eligibility:** Employees are eligible if they have been employed by the School for at least 12 months and have worked at least 1,250 hours in the 12 months preceding the leave. CFRA applies to all employers with **5 or more total employees**.

3. Reasons for Leave Eligible employees may take up to 12 workweeks of unpaid, job-protected leave per rolling 12-month period for:

- **Child Bonding:** The birth of a child, or placement of a child with the employee for adoption or foster care. Under CFRA, if both parents are employed by the School, each eligible parent is entitled to up to 12 workweeks of bonding leave.
- **Employee's Own Serious Health Condition:** A serious health condition rendering the employee unable to perform essential job functions.
- **Family Care Leave:** To care for a covered family member with a serious health condition.
 - **Under FMLA:** Spouse, child, or parent.
 - **Under CFRA:** Spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or a **designated person** (identified at the time leave is requested; limited to one designated person per 12-month period).
- **Military Exigency Leave:** Up to 12 weeks for qualifying exigencies arising out of a family member's active military duty.
- **FMLA Military Caregiver Leave:** Up to 26 workweeks in a single 12-month period to

care for a covered service member with a serious injury or illness (available under FMLA only).

4. Interplay Between FMLA, CFRA, and Pregnancy Disability Leave (PDL) Disability caused by pregnancy, childbirth, or related medical conditions is covered under California Pregnancy Disability Leave (PDL) (up to 17.33 weeks) and runs concurrently with FMLA. However, PDL **does not** run concurrently with CFRA. Once an employee is no longer disabled by pregnancy or has exhausted PDL, they may take up to 12 weeks of CFRA leave for baby bonding.

5. Intermittent Leave Rules

- **Medical Leave:** Intermittent leave or a reduced work schedule for a serious health condition may be taken when medically necessary without prior employer approval.
- **Bonding Leave:** Under CFRA, intermittent bonding leave must generally be taken in increments of at least two (2) weeks, though the School will grant requests for shorter increments on at least two occasions.

6. Request, Certification, & Notice

- **Advance Notice:** Employees must provide at least 30 days' advance notice when the need for leave is foreseeable. If 30 days is not practicable, notice must be given as soon as possible.
- **Medical Certification:** Requests for medical leave must be supported by a certification from a healthcare provider outlining the commencement date, probable duration, and medical necessity of leave. Underlying medical diagnoses will not be requested.
- **Second/Third Opinions:** The School may require a second or third medical opinion at its own expense **only** for an employee's own serious health condition. Second or third opinions are strictly prohibited under CFRA for a family member's serious health condition.

7. Pay, Benefits, & Job Restoration

- **Benefit Maintenance:** Group health insurance coverage continues on the same terms as active employment during FMLA/CFRA leave (up to 12 weeks, or 26 weeks for military caregiver leave).
- **Substitution of Paid Leave:** FMLA/CFRA leaves are unpaid. Employees are required to exhaust accrued paid sick leave for their own serious health condition. For baby bonding or family care, employees may elect—but are not required—to substitute accrued vacation or PTO credits.
- **Reinstatement:** Upon return, employees will be restored to their original or an equivalent position with equivalent pay, benefits, and working conditions, subject to legitimate operational changes (such as layoffs) that would have occurred regardless

of the leave.

Substitution of Paid Leave & Coordination of Benefits

1. General Rule Leaves taken under the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA), and Pregnancy Disability Leave (PDL) are generally unpaid. However, employees may elect—or the School may require—the substitution of accrued paid leave credits to maintain income during otherwise unpaid leave periods, subject to specific statutory limitations under California law.

2. Pregnancy Disability Leave (Gov. Code § 12945) For leaves taken due to disability caused by pregnancy, childbirth, or related medical conditions under Government Code § 12945:

- Accrued Sick Leave: The School may require, or the employee may elect, to substitute accrued paid sick leave during unpaid PDL.
- Accrued Vacation / PTO (Employee Choice Only): Under Government Code § 12945, an employee may elect to use accrued vacation, personal leave, or Paid Time Off (PTO) during PDL. However, the School cannot require an employee to use accrued vacation or PTO during Pregnancy Disability Leave.

3. FMLA & CFRA Leave (Gov. Code § 12945.2) For medical and family care leaves under FMLA and CFRA (excluding pregnancy disability):

- Employee's Own Serious Health Condition: The School requires employees to exhaust accrued paid sick leave concurrently with unpaid medical leave. Employees may also elect, or the School may require, the use of accrued vacation or PTO.
- Family Care & Baby Bonding: Employees may elect, or the School may require, the substitution of accrued vacation or PTO. Sick leave may only be used for family care if permitted by applicable law (e.g., California Kin Care) or school policy. *(Note: Pursuant to California law, employers cannot require employees to exhaust vacation time as a prerequisite to receiving State Paid Family Leave benefits).*

4. Benefit Coordination & Wage Integration The substitution of paid leave credits or employer-provided supplemental compensation will run concurrently with unpaid FMLA, CFRA, or PDL. In no instance shall the combination of accrued paid leave, state benefits (SDI/PFL), and employer supplemental pay exceed 100% of the employee's regular base salary. Using accrued paid time off does not extend the statutory maximum length of FMLA, CFRA, or PDL entitlement.

Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers

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their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

Benefits Continuation (COBRA/Cal-COBRA) & Reinstatement Rights

1. Benefits Continuation (COBRA & Cal-COBRA) Group health insurance coverage continues under standard active employee conditions throughout any approved FMLA, CFRA, or Pregnancy Disability Leave (PDL) period. If an employee exhausts all statutory protected leaves and remains on an approved unpaid leave of absence that results in a loss of group health coverage, the employee may continue their health benefits at their own expense pursuant to federal COBRA or California Cal-COBRA regulations. Human Resources will provide election materials upon a qualifying event.

2. Reinstatement Rights Upon Return Upon return from an approved FMLA or CFRA leave, an employee will be reinstated to their original position or to an equivalent position with equivalent pay, benefits, working conditions, and terms of employment.

- No Greater Right to Reinstatement: An employee on FMLA or CFRA leave has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. For example, if an employee would have been laid off or if their position was eliminated due to a legitimate reduction in force/reorganization while on leave, the employee is not entitled to reinstatement.
- Retention of Accrued Benefits: Using FMLA or CFRA leave will not cause an employee to lose any employment benefit accrued prior to the start of the leave.

3. State Paid Family Leave (PFL) Interplay California Paid Family Leave (PFL) provides partial wage replacement through the Employment Development Department (EDD) for employees taking time off to care for a seriously ill family member or to bond with a new child. PFL is a financial benefit, not a job-protected leave. Job protection during PFL periods is provided concurrently by CFRA or FMLA, where eligible.

F. Bereavement Leave

1. Eligibility & Entitlement All employees who have been employed with the School for at least 30 days prior to the commencement of leave are eligible for up to **five (5) days** of job-protected bereavement leave upon the death of a qualifying family member. Bereavement leave is granted on a per-occurrence basis.

2. Covered Family Members

- **Statutory Family Members:** Spouse, domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild.
- **Extended School-Covered Members:** Legal guardian, step-parents, foster parents, foster children, son-in-law, or daughter-in-law.

3. Compensation & Duration

- **Standard Paid Bereavement:** The School provides eligible employees with up to five (5) paid scheduled workdays of bereavement leave per qualifying occurrence.
- **Out-of-State Travel:** If travel out-of-state is required for services, the School provides up to seven (7) paid workdays.
- **Immediate Family Loss:** For the death of an employee's current spouse, domestic partner, or child, the School provides up to ten (10) paid workdays.
- **Use of Accrued Paid Leave:** If additional leave is requested beyond allocated paid bereavement days, employees may use accrued sick leave, vacation, or personal leave credits. Additional unpaid leave may be granted upon executive approval.

4. Scheduling & Usage Rules Bereavement leave days do not need to be taken consecutively. However, all bereavement leave days must be completed within **three (3) months** (90 days) of the date of the family member's death. Employees must provide reasonable advance notice to their supervisor when practical.

5. Documentation & Confidentiality The School reserves the right to request documentation verifying the death (such as a death certificate, published obituary, or written verification from a mortuary or funeral home). If requested, the employee must provide documentation within 30 days of the first day of leave. All requests, documentation, and records related to bereavement leave will be maintained as strictly confidential.

G. Military Leave & Reemployment Policy

1. General Policy & Eligibility

In accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and the California Military and Veterans Code, the School provides job-protected military leave to all employees (full-time, part-time, and temporary) who enter active duty, training, or National Guard/Reserve service. The School strictly prohibits discrimination, harassment, or retaliation based on military service or obligations.

2. Request & Notice Procedures

Employees must provide advance notice of military obligation to Human Resources **orally or in writing**, unless notice is precluded by military necessity or is otherwise impossible or unreasonable. While providing copies of orders in advance is appreciated for scheduling purposes, documentation of military service is only required upon return to work following military leave exceeding 30 days.

3. Compensation During Leave

- **First 30 Calendar Days (California MVC § 395.01):** Eligible employees with at least one (1) year of prior public agency or military service will receive their regular salary for the first 30 calendar days of ordered military duty per fiscal year.
- **Remaining Leave:** Leaves extending beyond the initial 30 paid days are unpaid. Employees may elect—but are not required—to use accrued vacation, sick, or personal leave credits to maintain pay during unpaid periods.

4. Benefit Continuation

- **Leaves up to 30 Days:** Health insurance coverage continues on the same terms as active employment, with the employee paying only their standard active contribution.
- **Leaves Exceeding 30 Days:** Employees may elect to continue group health coverage for up to 24 months by paying up to 102% of the full premium under COBRA/USERRA provisions.
- **Seniority & Accruals:** Returning employees retain full seniority and credit for length of service as if continuously employed under USERRA's "Escalator Principle".

5. Reinstatement & Application Timelines

Upon release from military service, employees are entitled to reemployment in the position

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and step placement they would have attained had they remained continuously employed. To retain reemployment rights, the employee must report back to work or apply for reemployment according to the following statutory timelines:

- **1 to 30 Days of Service:** Report back to work at the beginning of the first regularly scheduled work period on the first full day following release from service, allowing safe travel home.
- **31 to 180 Days of Service:** Submit an application for reemployment no later than 14 days after release from service.
- **181+ Days of Service:** Submit an application for reemployment no later than 90 days after release from service.
- **Disability Extension:** Deadlines may be extended for up to two (2) years for employees recovering from a service-connected illness or injury.

6. Protection Against Discharge Without Cause

Returning employees restored to service after 31 to 180 days of military leave shall not be discharged without cause within 180 days of reinstatement. Employees returning from military leave of 181 days or longer shall not be discharged without cause within one (1) year of reinstatement.

H. Organ and Bone Marrow Donation Leave

1. Eligibility

Employees who have been employed with the School for at least 90 consecutive calendar days are eligible for job-protected Organ and Bone Marrow Donation Leave under California Labor Code §§ 1508–1513.

2. Leave Entitlements

Within a rolling 12-month period (calculated from the date the employee's leave begins), eligible employees are entitled to:

- **Organ Donation:** Up to **30 business days of paid leave**. If additional time is medically necessary, an employee may take up to an additional **30 business days of unpaid leave**.
- **Bone Marrow Donation:** Up to **five (5) business days of paid leave**.

3. Use of Accrued Paid Time Off

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To cover pay during the leave, the School may require an employee to use accrued paid time off as follows:

- **Organ Donation:** Up to two (2) weeks (10 business days) of earned, unused paid sick leave, vacation, or PTO.
- **Bone Marrow Donation:** Up to five (5) business days of earned, unused paid sick leave, vacation, or PTO.

If an employee does not have accrued paid time off (or has exhausted the permitted 5-day / 10-day maximums), the School provides direct paid leave for the remaining statutory period.

4. Medical Certification Requirements

Employees requesting leave must submit written medical verification from their healthcare provider confirming that the employee is a donor and that the donation is medically necessary.

5. Benefit Continuation & Service Credit

Organ and bone marrow donation leave does not constitute a break in service. Employees retain continuous service credit for salary adjustments, sick/vacation accruals, and seniority. The School will maintain group health insurance benefits under the same conditions as active employment throughout the leave.

6. Reinstatement & Non-Concurrence

- **Position Reinstatement:** Returning employees will be restored to the same or an equivalent position held when leave commenced.
- **FMLA/CFRA Interaction:** Leave taken under this policy does not run concurrently with Family and Medical Leave Act (FMLA) or California Family Rights Act (CFRA) leave.
- **Non-Retaliation:** The School strictly prohibits discrimination, retaliation, or adverse action against any employee for requesting or taking organ or bone marrow donation leave.

I. Jury Duty, Witness, and Judicial Proceedings Leave

1. Jury Duty Leave The School recognizes an employee's civic obligation to serve on jury duty. All employees, regardless of classification, will be granted job-protected leave to satisfy court-ordered jury service.

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- **Nonexempt Employees:** Eligible full-time and part-time nonexempt employees receive up to five (5) scheduled workdays of paid jury leave per calendar year. Once paid jury leave is exhausted, nonexempt employees may take additional unpaid leave or elect to use accrued vacation or personal leave credits for the remainder of service.
- **Exempt Employees:** Exempt employees receive full salary for any workweek in which they perform any work, regardless of time spent on jury duty, in accordance with the Fair Labor Standards Act (FLSA). The School may offset exempt salary by the amount of jury fees received.

2. Witness & Court Subpoena Leave (Labor Code § 230) Employees subpoenaed to appear as a witness in a judicial proceeding will be granted unpaid job-protected time off. Employees may elect to use accrued paid leave (vacation, PTO, or personal leave) to maintain compensation during witness leave. Employees who are victims of crime, domestic violence, sexual assault, or stalking are entitled to job-protected time off to obtain protective orders or judicial relief under California Labor Code § 230.

3. Notice & Verification Requirements

- **Advance Notice:** Employees must notify their supervisor and Human Resources as soon as they receive a court summons or subpoena.
- **Verification:** Upon return to work, employees must submit proof of service provided by the court (indicating dates and times served) to Human Resources.
- **Return to Work:** Employees released from jury or witness service during regular work hours are expected to report back to work for the remainder of their shift when operational circumstances permit.

4. Court Fees & Remittance In accordance with California public agency guidelines, any daily jury service fees paid by the court (excluding travel and mileage reimbursements) received by an employee while receiving full regular pay from the School must be remitted to the School's Business Office. Employees retain all court fees received during unpaid leave periods.

5. Protection Against Retaliation The School strictly prohibits discrimination, harassment, or retaliation against any employee for receiving a summons, taking time off for jury duty, or appearing in court as a witness as required by law.

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

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

K. Victims of Violence Leave & Accommodations (Government Code § 12945.8)

1. General Policy & Eligibility

The School provides job-protected leave and reasonable safety accommodations to employees who are victims—or who have family members who are victims—of a "qualifying act of violence," regardless of whether anyone is arrested, prosecuted, or convicted. A qualifying act of violence includes domestic violence, sexual assault, stalking, or any act causing bodily injury/death, involving weapons, or using threats of physical force.

Family members include a child, parent, spouse, domestic partner, sibling, grandparent, grandchild, or designated person as defined under California law.

2. Leave Entitlements & Duration

- **Judicial Relief:** All employees may take time off to obtain restraining orders or judicial relief to ensure their health, safety, or welfare (or that of their child).
- **Employee Victims:** Eligible employees who are victims may take up to **12 weeks** of unpaid leave for medical treatment, psychological counseling, safety planning, relocation, or legal services.
- **Family Member Victims:** Employees assisting a covered family member who is a victim may take up to **10 days** of leave (which includes up to 5 days for relocation or child school re-enrollment), or up to 12 weeks if the family member dies from a qualifying act of violence.

3. Pay & Substitution of Accrued Leave

Leave taken under this policy is unpaid. However, employees may elect—or the School may require—the use of accrued paid sick leave, vacation, PTO, or personal leave credits to maintain pay during otherwise unpaid periods.

4. Notice & Certification Procedures

Employees must provide reasonable advance notice of the need for leave when feasible. If an unscheduled absence occurs, the School will not take adverse action if the employee provides certification within 30 days of the request. Certification may include a police report, court

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order, medical/counselor documentation, victim advocate documentation, or a signed statement verifying the status.

5. Workplace Safety Accommodations

Employees who are victims may request reasonable workplace safety accommodations. The School will interactively discuss appropriate measures, which may include modified work schedules, reassignment, changed contact details, adjusted facility access, or security protocols.

6. Confidentiality & Non-Retaliation

The School maintains strict confidentiality regarding all leave requests, certifications, and accommodation records to the extent permitted by law. Retaliation or discrimination against any employee for exercising rights under this policy is strictly prohibited.

L. School Appearance & Child Suspension Leave (Labor Code §§ 230.7 & 230.8)

1. General Policy

In accordance with California Labor Code § 230.7, the School will not discharge, demote, suspend, or discriminate against an employee who is a parent, guardian, or person with legal custody of a pupil for taking time off to appear at the pupil's school pursuant to a request made under California Education Code § 48900.1.

2. Notice & Verification Requirements

- **Advance Notice:** Employees must provide reasonable advance notice to their supervisor and Human Resources before taking time off under this policy.
- **Documentation:** The School may require the employee to provide documentation from the school verifying the date, time, and requirement of the attendance.

3. Compensation & Paid Leave Substitution

Leave taken under this policy is unpaid. However, employees may elect—or the School may require—the use of accrued vacation, personal leave, or Paid Time Off (PTO) credits to cover any unpaid hours spent attending the school appearance.

4. School Emergency Leave (Employers with 25+ Employees)

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Pursuant to California Labor Code § 230.8, employees may also take up to 40 hours of unpaid time off per calendar year to address a school or childcare emergency, which includes instances where a child cannot remain in school due to a disciplinary suspension or unexpected facility closure.

5. Protection Against Retaliation

The School strictly prohibits discrimination, harassment, or retaliation against any employee for exercising their rights to take time off under California school leave laws.

M. Recreational Activities and Programs

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

N. Workers' Compensation

1. General Policy & Benefits In accordance with California law, the School provides comprehensive Workers' Compensation insurance coverage for all employees at no cost in the event of a work-related injury or illness. Workers' compensation benefits may include:

- **Medical Care:** Paid medical treatment necessary to treat or cure the work-related injury.
- **Temporary Disability Benefits:** Tax-free wage replacement payments if a doctor certifies that the employee cannot work while recovering.
- **Permanent Disability Benefits:** Financial compensation if the injury results in a permanent physical impairment.
- **Supplemental Job Displacement Benefits:** A non-transferable retraining voucher for eligible employees who sustain a permanent disability and cannot return to work.

2. Reporting & Claim Procedures

- **Immediate Reporting:** Employees must report any work-related injury, illness, or occupational exposure immediately to Human Resources or their direct supervisor, regardless of how minor it may seem. Injuries that develop gradually (continuous trauma) must be reported as soon as the employee suspects they are work-related. Failure to report an injury within **30 days** of occurrence may jeopardize benefit eligibility.

- **Provision of Claim Form (DWC-1):** Within one (1) working day of receiving notice of an injury, the School will provide the employee with a Workers' Compensation Claim Form (DWC-1). The employee must complete and return the employee section of the form as soon as possible.

3. Medical Treatment & Pre-Designation

- **Emergency Care:** In an emergency, employees should seek immediate care at the nearest medical facility.
- **Non-Emergency Care:** Unless the employee has submitted a valid **Pre-Designation of Personal Physician form** to HR *prior* to the injury occurring (pursuant to California Labor Code § 4600), medical treatment must be provided by a healthcare provider within the School's designated Medical Provider Network (MPN) or occupational health center for the first 30 days.

4. Medical Certification & Return to Work

- **Status Updates:** Employees on workers' compensation leave must provide HR with medical certification following each doctor's visit outlining their work status, estimated return date, and any work restrictions.
- **Interactive Process & Accommodation:** Upon receipt of a medical release to return to work, the School will restore the employee to their former position or an equivalent position. If the employee returns with medical restrictions, the School will engage in an interactive process to determine whether reasonable accommodations can be provided to allow the employee to perform the essential functions of their job.

5. Prohibition Against Discrimination (Labor Code § 132a) The School strictly prohibits any form of discrimination, harassment, or retaliation against an employee for reporting a workplace injury, filing a workers' compensation claim, or testifying in a workers' compensation proceeding.

O. Other Protected Leaves of Absence

1. School and Childcare Activities Leave (Labor Code § 230.8) Employees who are parents, guardians, step-parents, foster parents, or grandparents with custody of a child enrolled in kindergarten through grade 12, or attending a licensed childcare provider, may take up to **40 hours of unpaid time off per calendar year** for child-related activities (applicable to employers with 25 or more employees).

- **Qualifying Purposes:** To find, enroll, or re-enroll a child; to participate in school or childcare activities; or to address a childcare provider or school emergency.
- **Usage Limits:** Time off for routine school activities or enrollment is limited to **8 hours in any single calendar month**. The 8-hour monthly cap does not apply when responding to a childcare or school emergency.

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- **Notice & Verification:** Employees must provide reasonable advance notice to their supervisor and may be required to submit documentation from the school or childcare provider verifying the date and time of the visit.
- **Paid Leave Substitution:** Employees may elect (or the School may require) the use of accrued vacation, personal leave, or Paid Time Off (PTO) credits to maintain compensation during the leave.

2. Literacy Accommodation Leave (Labor Code §§ 1040–1044) In accordance with California law, the School provides reasonable accommodations to any eligible employee who reveals a literacy issue and requests assistance to enroll and participate in an adult literacy program, provided the accommodation does not impose an undue hardship on school operations.

- **Confidentiality:** Pursuant to Labor Code § 1042, the School will make every reasonable effort to safeguard the privacy of any employee who requests literacy accommodation.
- **Paid Leave:** While the accommodation itself is unpaid, employees may elect to use accrued vacation, personal leave, or PTO to cover absences related to literacy program participation.

3. Military Spousal Leave (Military & Veterans Code § 395.10) Employees who work an average of **20 or more hours per week** are eligible for up to **10 days of unpaid, job-protected leave** when their spouse or registered domestic partner is on qualified leave from deployment during a period of military conflict.

- **Notice & Documentation:** The employee must notify Human Resources of the intention to take leave within **two (2) business days** of receiving official notice that their spouse/partner will be on leave from deployment. The employee must submit official documentation certifying that the spouse/partner will be on leave from active duty during the requested dates.
- **Paid Leave Substitution:** Employees may elect to use accrued vacation, personal leave, or PTO credits during this unpaid leave period.

P. Professional Development

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

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Employees will be allowed with the approval of their supervisor and the Superintendent or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

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

Q. Holidays

The School recognizes the following holidays:

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

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

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

R. Vacation (Classified Employees)

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

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

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

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

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

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

S. Work Year Calendars

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

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

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

T. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single work day (without prior approval), and the make up time must all be taken and used within the pay work week. If an employee requests make-up time and has worked over 8 hours in a day earlier in

the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make up time must be submitted to the supervisor in advance.

U. Suggestions

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

Initial_____

Confirmation of Receipt of Handbook

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

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

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

Employee's Signature

Employee's Print Name

Date



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



Signature

2/4/2026
Date

Excel Academy

Signature

Date

David Cash, ELS
Name and Title

Name and Title

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	\$29,368.23	

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
TOTAL			\$29,368.23

THANK YOU.

Accepted By

Accepted Date



Effective School Solutions

Effective School Solutions, LLC
 430 Mountain Avenue Suite 304 New Providence NJ 07974
 (908) 588-3158
 billing@effectiveschoolsolutions.com

Created Date 4/21/2026
 Expiration Date 6/26/2026
 Quote Number 00000566

Prepared By Brandy Sick
 Phone (949) 878-6904
 Email bsick@effectiveschoolsolutions.com

CA

Quantity	Product	List Price	Discount	Sales Price	Total Price
1.00	Keynote	\$6,250.00	\$1,250.00	\$5,000.00	\$5,000.00
1.00	Psychoeducation Day	\$6,250.00	\$1,250.00	\$5,000.00	\$5,000.00

Total Price \$10,000.00

Accepted By: _____

Accepted Date: _____



Learning & the Brain®

Presented by Educator Resources, Inc.

WORKSHOP AGREEMENT

This Agreement is made between Educator Resources, Inc. (“ERI”) and Excel Academy Charter School (“SCHOOL”).

The SCHOOL hereby engages ERI to provide the Services described herein and ERI hereby accepts such engagement on the terms and conditions set forth in this Agreement.

1. Statement of Work. Contractor shall perform the services set forth below. All Services shall be: (a) performed in a timely, diligent, and professional manner and (b) consistent with the best practices of ERI’s industry.

Seven online professional development workshops. Talks 2-6 will last two hours each, with 30 additional minutes for administrative conversations. (All times listed as Pacific Time Zone.)

1. **“Translating Research to Practice” with John Almarode, September 14 at 9 am, for ninety minutes.**
2. **“Dyslexia” with Joanna Christodoulou, October 13 at 1 pm, for two and one-half hours.**
3. **“Working Memory” with Andrew Watson, October 19 at 10 am, for two and one-half hours.**
4. **“Autism” with Nicole Tetreault, October 20 at 1 pm, for two and one-half hours.**
5. **“Math” with Sarah Powell, December 7 at 11 am, for two and one-half hours.**
6. **“Attention” with Andrew Watson, January 22, 2027 at 11 am, for two and one-half hours.**
7. **“Literacy” with Kristen Turner, February 22, 2027 from 11-12:30 for Elementary teachers; from 1:30 to 3:00 for Secondary Teachers.**

2. Fees and expenses. In consideration for this service, SCHOOL shall pay to ERI twenty-one thousand six hundred U.S. dollars (\$21,600). For six of these workshops, the fee is \$3000. The fee for Kristin Turner’s workshop is \$3600.

3. Payment to ERI. SCHOOL will provide either full payment or a purchase order for USD \$21,600 by June 1, 2026. If payment is by purchase order, full payment for each webinar is due within 30 days after



Learning & the Brain® Presented by Educator Resources, Inc.

each event.

4. Impossibility. The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide the service. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

5. Rescheduling. If, for unforeseen reasons, either party needs to reschedule one of these workshops, both parties will work deliberately and flexibly to make arrangements suitable for the speaker(s) and the school.

6. Litigation Expenses. The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

SIGNATURES

Approved and authorized by Educator Resources, Incorporated.

Name: Andrew Watson

Title: Coordinator of Onsite PD

Signature: Andrew Watson

Date: 4/22/26

Approved and authorized by the Excel Academy Charter School:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____



Item: Approval of 2026-2027 Employee Handbook Revisions

Background: Changes to the Employee Handbook include:

- Updated Equal Opportunity & Nondiscrimination section
- Updated Anti-Harassment, Discrimination, and Retaliation Policy section
- Updated Child Abuse and Neglect Reporting Act Policy section
- Updated Anti-Harassment, Discrimination, and Retaliation Policy
- Updated Employment Eligibility, Background Checks, and Misconduct Inquiries section
- Revised Employment Verifications and References section
- Added Workplace Violence Prevention Policy
- Updated Physical Contact with Students and Professional Boundaries section
- Updated Dress Code & Professional Appearance section
- Revised Nonexempt & Exempt Employee Hours, Rest Breaks, and Overtime
- Update Salary and Wage Overpayments section
- Updated Personnel Record and Payroll Files section
- Revised Outside Employment and Conflict of Interest section
- Updated Whistleblower Protection policy section
- Revised Workplace Complaint & Internal Investigation Procedure section
- Updated Arbitration Agreement section
- Updated Solicitation and Distribution Policy section
- Revised Payroll Withholdings and Deductions section
- Updated Wage Attachments and Garnishments section
- Added more detail to Mid-year Benefit Changes
- Updated Look-Back Measurement Method – Seasonal and Variable-Hour Employees
- Revised General Business Expense Reimbursement section
- Updated Healthy Workplaces/Healthy Families Act section
- Updated Paid Sick leave sections
- Updated California State Disability Insurance (SDI) & Paid Family Leave (PFL) section
- Updated Pregnancy Disability Leave section
- Updated Family and Medical Leave Act (FMLA) & California Family Rights Act (CFRA)
- Added to Substitution of Paid Leave & Coordination of Benefits section
- Updated Bereavement Leave and Military Leave & Reemployment Policy sections

- Updated Organ and Bone Marrow Donation Leave
 - Updated Jury Duty, Witness, and Judicial Proceedings Leave section
 - Updated Victims of Violence Leave & Accommodations section
 - Updated Child Suspension Leave section
 - Updated Workers' Compensation section
 - Updated Other Protected Leaves of Absence section
-

Item: Approval of Educational Leadership Services (ELS) Agreement

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.

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

Fiscal Impact: \$16,000.00

Warner (#2053): \$7,360.00

Helendale (#2073): \$6,560.00

Orange: \$2,080.00

Item: Approval of the Zoom Phones Purchase for Excel Academy Staff

Background: Excel Academy currently spends \$45,600 annually on Granite Telecommunications, but the legacy system lacks the flexibility and integrated functionality needed for ongoing growth.

To find a scalable solution, staff issued an RFP and evaluated three proposals based on cost, capabilities, security, and overall value. Staff selected the Zoom Phone / Zoom Workplace for Education School and Campus Plus bundle (procured via Charter Tech Services).

Key Benefits & Impact

- **Cost Savings:** Reduces annual expenses by ~\$16,000.
- **Unified Platform:** Combines Zoom Meetings and Zoom Phone into one secure, cloud-based system.
- **Enhanced Performance:** Improves reliability, integrates with existing tech, and supports multi-site scalability.

Fiscal Impact: \$29,368.23

Warner (#2053): \$13,509.39

Helendale (#2073): \$12,040.97

Orange: \$3,817.87

Item: Effective School Solutions Contract

Background: Excel Academy is committed to a strategic initiative that strengthens academic outcomes and supports student development. To ensure administrative leadership can effectively oversee these goals, this investment provides:

- **Systemic Reliability:** Strengthening the internal capacity of leadership to ensure that school environments remain secure, reliable, and compatible with instructional requirements.
- **Strategic Oversight:** Equipping administration with the tools needed to close learning gaps and accelerate student performance through data-driven behavioral health strategies.
- **Administrative Training:** High-level professional development focused on trauma-informed leadership and behavioral health integration.

It is recommended that the Board of Directors approve the contract with **Effective School Solutions (ESS)** for the 2026-2027 school year to provide specialized professional development for administration at a total cost of **\$10,000**.

Fiscal Impact: \$10,000.00

Warner: \$4,600.00

Helendale: \$4,100.00

Orange: \$1,300.00

Item:: Approval of Learning & the Brain Proposal

Background: Learning and the Brain provides professional development that translates cognitive science and neuroscience research into practical classroom strategies. This service allows staff to build a shared understanding of student learning while addressing specific instructional needs through targeted follow-up sessions. The program includes a virtual kickoff for all staff followed by specialized department workshops focusing on areas such as executive function, memory, and instructional design. This agreement will commence in September 2026 and continue through Winter 2027.

Fiscal Impact: \$21,600

Warner (#2053): \$9,936.00

Helendale (#2073): \$8,856.00

Orange: \$2,808.00

Coversheet

Consent - Policy Development

Section: VII. Consent
Item: D. Consent - Policy Development
Purpose: Vote
Submitted by:
Related Material: EACS - 3030 Credit Card Use .docx (2).pdf
REDLINE EACS - 3030 Credit Card Use .docx.pdf
EACS - 6090 Curriculum Selection Policy final.pdf
REDLINE EACS - 6090 Curriculum Selection Policy (1).pdf

BACKGROUND:

3000 Series - Business/Financial Services

3030 - EA Credit Card Use Policy

- Added credit card application form process for authorized cardholders
- Added a \$1,000 threshold for need of a credit card authorization form.
- Removed Conference Approval Request form process.
- Updated titles
- Removed paragraph on Accounts Payable procedures to process an invoice.
- Removed all references to "gifts" and replaced with "employee appreciation and student incentive materials."
- Updated item limit cost for employee appreciation and student incentive materials from \$100 to \$250.
- Removed Transparency Measures section.

6000 Series - Instruction

6090 - EA Curriculum Selection Policy

- Removed *Process for Approval of Unreviewed Curriculum* section for school liability reasons.

BUSINESS/NON-INSTRUCTIONAL**3030-EA**

CREDIT CARD POLICY**OVERVIEW:**

Excel Academy Charter Schools (EACS) may issue School credit cards under the supervision of the Business Office. Credit cards can be assigned to employees based on job-related responsibilities and business needs, with approval from the Executive Director/CEO and the Director of Business Services.

Each School credit card will have a pre-assigned credit limit based on the employee's job responsibilities and budgetary authority.

Cardholders are authorized to use School credit cards for books, supplies, services, conferences, or emergency purchases of equipment when a vendor does not accept a School Purchase Order. School credit cards shall not be used to circumvent the prior approval process for purchases. Unauthorized or personal use of the card is strictly prohibited and may result in disciplinary action, including financial liability and the revocation of card privileges. Cash advances, ATM withdrawals, or any equivalent transactions are strictly prohibited.

Employees must immediately return School-issued credit cards upon termination of employment, regardless of the reason.

PROCEDURES:

EACS will obtain School Business Credit Cards given to the above individual or kept in the School safe.

Credit card Policy Limits

- Community Liaisons/Lead Teachers \$0 (require pre-approval before making purchases)
- \$2K Principals/Vice Principals /Managers/ Office Manager
- \$5K Directors/ CBO/Superintendent

Supervisors must approve temporary increases, which will last for a period of 30 days before reverting to their original limit.

Approval workflow -

All authorized cardholders must complete the credit card application form within the Expense management system that requires approval from Fiscal Manager and Chief Business Officer. Use of School Credit Cards Acknowledgment Form. Failure to have a signed form on file will result in the inability to utilize the School credit cards.

BUSINESS/NON-INSTRUCTIONAL**3030-EA**

CREDIT CARD POLICY

Authorized cardholders shall provide prior approval when their school credit card is used for any purchase over \$1,000 or any total travel/conference trip that amounts to over \$1,000. In accordance with organizational purchasing guidelines, any transaction exceeding \$1,000 necessitates the prior completion of a credit card authorization form.

Immediately upon return from any travel paid for on a School credit card, all receipts must be submitted to the Business Services Department with the appropriate account line(s) for the expense. *All receipts must also be uploaded to the School's designated expense management system (e.g., Stampli) in addition to submission to the Business Services Department, as applicable.*

All original itemized receipts for travel expenses, books, supplies, services, or equipment purchases must be submitted within ten (10) days of purchase.

All credit card expense reports require supervisor approval and Business Services. Superintendent purchases are approved by CBO and Business Services. The Business Services Manager will compare the detailed monthly credit card statement with the receipts received and reconcile the account. Any identified fraudulent or other unauthorized charges will be immediately reported to the CBO, and if necessary, an investigation will ensue.

Authorized employees using an EACS credit card may personally be held financially responsible for reimbursing the School if they do not submit an itemized receipt or if they use the credit card to make purchases that are not for official School business. Improper use of School credit cards can be considered misappropriation of EACS funds and may result in disciplinary action.

Meals and parking expenses related to official travel must comply with the School's travel reimbursement policy and require prior approval.

Missing receipt policy

In the case of a missing receipt, a Missing Receipt Form shall be submitted and approved by the cardholder and the Superintendent. All missing receipts must be approved by the Superintendent, except for missing receipts required for charges made to the Superintendent's credit card above \$50. Should the Superintendent be required to complete a Missing Receipt Form, authorization must be granted by a member of the Governing Board. Board approval would be required for any charges if there have already been 3 instances of missing receipts within a fiscal year.

USE OF CREDIT CARD POINTS:**Purpose and Scope:**

This policy establishes procedures for the responsible and transparent use of credit card points to purchase employee appreciation and student incentive materials.

BUSINESS/NON-INSTRUCTIONAL

3030-EA

CREDIT CARD POLICY

Authorized Users and Approval Process:

Only the Superintendent/CEO can authorize the use of credit card points. The CBO must approve all expenditures. Approval must be documented in writing and maintained for recordkeeping purposes in the financials

Documentation and Recordkeeping:

All transactions using credit card points for employee appreciation and student incentive materials must be documented. This includes retaining receipts, invoices, and other relevant documentation to substantiate the expenses. Records of transactions must be maintained following School recordkeeping policies.

Employee Appreciation & Student Incentive Guidelines

Employee appreciation and student incentive materials should be selected based on criteria that ensure fairness, equity, and appropriateness.. The purchase of items should adhere to School procurement policies and guidelines, with individual items not exceeding \$250 in value..

Conflicts of Interest:

Employees selecting or distributing employee incentives must disclose any conflicts of interest. Conflicts of interest shall be managed transparently and ethically, with measures taken to ensure fairness and impartiality in decision-making.

BUSINESS/NON-INSTRUCTIONAL**3030-EA**

CREDIT CARD USE POLICY**OVERVIEW:**

Excel Academy Charter Schools (EACS) may issue School credit cards under the supervision of the Business Office. Credit cards can be assigned to employees based on job-related responsibilities and business needs, with approval from the Executive Director/CEO and the Director of Business Services.

Each School credit card will have a pre-assigned credit limit based on the employee's job responsibilities and budgetary authority.

Cardholders are authorized to use School credit cards for books, supplies, services, conferences, or emergency purchases of equipment when a vendor does not accept a School Purchase Order. School credit cards shall not be used to circumvent the prior approval process for purchases. Unauthorized or personal use of the card is strictly prohibited and may result in disciplinary action, including financial liability and the revocation of card privileges. Cash advances, ATM withdrawals, or any equivalent transactions are strictly prohibited.

Employees must immediately return School-issued credit cards upon termination of employment, regardless of the reason.

PROCEDURES:

EACS will obtain School Business Credit Cards given to the above individual or kept in the School safe.

Credit card Policy Limits

- Community Liaisons/Lead Teachers \$0 (require pre-approval before making purchases)
- \$2K Principals/Vice Principals /Managers/ Office Manager
- \$5K Directors/ CBO/Superintendent

Supervisors must approve temporary increases, which will last for a period of 30 days before reverting to their original limit.

Approval workflow -

All authorized cardholders must complete the **credit card application form within the Expense management system that requires approval from Fiscal Manager and Chief Business Officer. Use of School Credit Cards Acknowledgment Form.** Failure to have a signed form on file will result

BUSINESS/NON-INSTRUCTIONAL**3030-EA**

CREDIT CARD USE POLICY

in the inability to utilize the School credit cards.

Authorized cardholders shall provide prior approval when their school credit card is used for **any purchase over \$1,000 or any total travel/conference trip that amounts to over \$1,000. In accordance with organizational purchasing guidelines, any transaction exceeding \$1,000 necessitates the prior completion of a credit card authorization form.**~~making travel arrangements, attending conferences, or making emergency purchases of books, supplies, services, or equipment.~~

~~If the credit card transaction is for travel purposes, the employee who will be traveling should have an approved Conference Approval Request Form on file with the Business Services Department before the travel date.~~

Immediately upon return from any travel paid for on a School credit card, all receipts must be submitted to the Business Services Department with the appropriate account line(s) for the expense. *All receipts must also be uploaded to the School's designated expense management system (e.g., Stampli) in addition to submission to the Business Services Department, as applicable.*

All original itemized receipts for travel expenses, books, supplies, services, or equipment purchases must be submitted ~~to the Business Services Manager~~ within ten (10) days of purchase. All credit card expense reports require supervisor approval and Business Services. Superintendent purchases are approved by CBO and Business Services. The Business Services Manager will compare the detailed monthly credit card statement with the receipts received and reconcile the account. Any identified fraudulent or other unauthorized charges will be immediately reported to the ~~CBO Director of Business Services~~, and if necessary, an investigation will ensue.

~~Once the purchases have been verified as okay to pay, the Accounts Payable procedures will be followed to complete the processing of the payments due.~~

~~If an itemized receipt is not submitted or an unauthorized purchase is made, the employee making the purchase will be invoiced accordingly.~~

Authorized employees using an EACS credit card ~~may will~~ personally be held financially responsible for reimbursing the School if they do not submit an itemized receipt or if they use the credit card to make purchases that are not for official School business. Improper use of School credit cards can be considered misappropriation of EACS funds and may result in disciplinary action.

Meals and parking expenses related to official travel must comply with the School's travel reimbursement policy and require prior approval.

BUSINESS/NON-INSTRUCTIONAL**3030-EA**

CREDIT CARD USE POLICY**Missing receipt policy**

In the case of a missing receipt, a Missing Receipt Form shall be submitted and approved by the cardholder and the Superintendent. All missing receipts must be approved by the Superintendent, except for missing receipts required for charges made to the Superintendent's credit card above \$50. Should the Superintendent be required to complete a Missing Receipt Form, authorization must be granted by a member of the Governing Board. Board approval would be required for any charges if there have already been 3 instances of missing receipts within a fiscal year.

USE OF CREDIT CARD POINTS:**Purpose and Scope:**

This policy establishes procedures for the responsible and transparent use of credit card points to purchase employee appreciation and student incentive materials. ~~gifts within the School. This policy applies to all employees, administrators, and staff members authorized to use credit card points.~~

Authorized Users and Approval Process:

Only the ~~Superintendent~~~~Executive Director~~/CEO can authorize the use of credit card points. ~~for employee appreciation gifts.~~ The ~~CBO Director of Business Services~~ must approve all expenditures. Approval must be documented in writing and maintained for recordkeeping purposes ~~in the financials.~~

Documentation and Recordkeeping:

All transactions using credit card points for ~~employee appreciation gifts and student incentive materials~~ must be ~~thoroughly~~ documented. This includes retaining receipts, invoices, and other relevant documentation to substantiate the expenses. Records of transactions must be maintained following School recordkeeping policies.

Employee Appreciation & Student Incentive Gift Guidelines

Employee appreciation ~~gifts and student incentive materials~~ should be selected based on criteria that ensure fairness, equity, and appropriateness. ~~Guidelines for selecting gifts may include value, frequency, and relevance to the recipient's role or contribution.~~ The purchase of ~~gifts items~~ should adhere to School procurement policies and guidelines, with individual ~~gifts items~~ not exceeding \$25~~100~~ in value. ~~Employee appreciation gifts must be purchased solely with credit card reward points and not through direct credit card charges.~~

Transparency Measures:

~~Regular reporting on using credit card points for employee appreciation gifts shall be provided to the Board of Directors. Reports shall include details such as the amount spent, recipients of gifts, and any notable trends or patterns. These reports will be made available to the public upon request.~~

BUSINESS/NON-INSTRUCTIONAL

3030-EA

CREDIT CARD USE POLICY

Conflicts of Interest:

Employees selecting or distributing employee ~~incentives appreciation gifts~~ must disclose any conflicts of interest. Conflicts of interest shall be managed transparently and ethically, with measures taken to ensure fairness and impartiality in decision-making.

INSTRUCTION**6090-EA**

CURRICULUM SELECTION POLICY

Excel Academy Charter School (“EACS” or the “Charter School”) offers curriculum choice that aligns with Common Core State Standards, California Education Code, and EACS Board policies. A list of vetted and approved materials is available for parents in the curriculum handbooks.

Curriculum and Instruction Overview

All students have access to approved standards-based learning upon enrollment. Families have 10 days at the start of school year, or upon enrollment, to select curriculum and materials to create a personalized learning plan. If the family does not select materials within 10 days, the Teacher of Record (ToR) will select approved curricula for the student.

EACS has the right and responsibility to allocate instructional funds to ensure the comprehensive support of a student’s Course of Study. Curriculum for classes listed on the Master Agreement must be approved and ordered before instructional funds are used for supplemental materials or activities. If a student is not making adequate progress in their curriculum, instructional funds may be restricted to support academic growth. Instructional funds are dispersed at the discretion of the ToR and the Student Services Department among approved Content and Community Providers (CCPs).

Teachers of Records will provide a curriculum pacing guide for each class listed on the student’s Master Agreement. Each curriculum will be paced and assigned with clear expectations for completion for each Learning Period (LP). Students are expected to make satisfactory educational progress through the completion of assigned core curriculum.

Guidelines for Curriculum Approval

All Excel Academy students must follow a core curriculum that adheres to the guidelines below. Credentialed staff member(s) ensure compliance with the following criteria:

1. **Legally Compliant:** All curriculum materials must be compliant with all requirements of federal, state, and local law applicable to charter schools.
2. **Standards-Based:** Materials and classes must align with and cover all current grade level Common Core Standards, California State History-Social Science Standards and/or, Next Generation Science Standards.
3. **Grade-Appropriate:** Curriculum must be grade-appropriate and align with the student’s courses and learning plan.

INSTRUCTION**6090-EA****CURRICULUM SELECTION POLICY**

4. **Comprehensive:** Materials must be robust and rigorous to support an 18-week (semester) or 36-week (year-long) study period.
5. **Instructor Resources:** Core curriculum must include teacher guides, answer keys, or solution manuals.
6. **High School:** All curriculum for high school credit-bearing courses will adhere to the respective program requirements including but not limited to a-g, AP, CTE, and NCAA.

Selecting Core Curriculum at Excel Academy

1. The parent/guardian is required to select an approved core curriculum for each class listed on the student's Master Agreement. Learning centers are supplemental to the approved, assigned curriculum and do not qualify as core curriculum.
2. The ToR will provide the parent/guardian with the grade-specific [Curriculum Menu](#).
3. If the parent/guardian requests additional curricula options, the ToR will provide the respective Curriculum Handbook ([TK-6 Handbook](#), [7-8 Handbook](#) and [9-12 Handbook](#)).
4. The parent/guardian selects core curricula from the Curriculum Menu or Handbook.
5. After the first day of school, the ToR will choose and place curriculum orders *if* the parent/guardian has *not* made curriculum decisions for each class listed on the students Master Agreement:
 - a. within ten-days of signing their master agreement, or
 - b. within ten-days of the initial conversation about curriculum
6. Any curriculum changes for a student's course of study must be finalized by the end of the first learning period of the semester

Process for Approval of Unreviewed Curriculum

Parent/guardian may request review and approval of curriculum not currently on the approved list by:

1. Providing their Teacher of Record with the title, edition, author, and scope and sequence of the text and/or materials.
2. The Teacher of Record will submit the information to be reviewed.
3. Credentialed staff member(s) will review each curriculum approval request to ensure compliance with these selection guidelines.

Approvals for new curriculum occur once annually, opening the first day of the second semester and closing on the last day of school. Parents/guardians may submit requests via their teacher during the spring semester for the following school year; requests must be received prior to the

INSTRUCTION

6090-EA

CURRICULUM SELECTION POLICY

last day of school. Any student enrolling after the deadline for the submission of new curriculum requests, must choose from approved curriculum and must wait for the following school year, spring semester to request approval of any curriculum not currently on the approved list. High school students entering after the 10th day of school will be assigned an approved curriculum.

INSTRUCTION**6090-EA**

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INSTRUCTION**6090-EA****CURRICULUM SELECTION POLICY**

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INSTRUCTION

6090-EA

CURRICULUM SELECTION POLICY

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Coversheet

Approval of the Annual Board of Directors' Self-Evaluation

Section:	VIII. Board Governance
Item:	A. Approval of the Annual Board of Directors' Self-Evaluation
Purpose:	Vote
Submitted by:	
Related Material:	Board Self-Evaluation Results (25_26) (1).pdf



1. A Solid Foundation

100%

Yes

Does the school have a well-drafted charter contract with its authorizing agencies?

100%

Yes

Does the school have well-drafted articles and bylaws?

100%

Yes

Is the school's legal and financial status clear and well understood?

100%

Yes

Are appropriate liability insurance and risk management practices maintained at all times?

100%

Yes

Does your board schedule Study Sessions for deeper strategy sessions/strategic discussions throughout the year?

100%

Yes

Does your Superintendent have a clear strategic vision for the organization?

100%

Yes

Does the board have a clear set of goals for the year that clearly delineate how it will add value to the organization?

2. Board Operations/Relations

100%

Yes

Do Board members understand their legal and ethical responsibilities (duty of care/loyalty, conflict of interest)?

80%

Yes

Are new board members oriented and fully briefed prior to being seated?

Our intention will be to orient new members fully

100%

Yes

Is the Board composed of individuals with a broad and appropriate range of expertise and experience? Does the Board seek outside counsel for matters beyond its expertise?

80%

Yes

Does the Board member selection process ensure a broad and appropriate range of expertise and experience?

80%

Yes

Does the Board actively participate in the creation of the long-term board recruitment plan?

100%

Yes

Does the board have an effective and consistent process to measure progress toward achieving annual board goals?

100%

Yes

Annually, does the board create a board meeting calendar outlining all the board meetings and other important board related dates for the entire year?

100%

Yes

Do the board president and the Superintendent work collaboratively to create the board meeting agenda?

2. Board Operations/Relations (cont.)

100%
Yes

Does the board use a consistent agenda format that delineates topic, duration, associated meeting materials, and the action that will be required?

100%
Yes

Are the board meeting materials sent out by your Superintendent very clear, well-organized, and easy to understand?

100%
Yes

Are board meetings run efficiently?

100%
Yes

Has the Board president has developed meeting norms?

100%
Yes

Are meeting materials (minutes from the previous meeting, reports, financial statements, etc.) consistently distributed at least three days in advance of the meeting?

100%
Yes

Do you feel like you have a thorough understanding of the Brown Act?

100%
Yes

Do you always read the board meeting materials in advance of the meeting?

100%
Yes

Does the secretary (Lauren) consistently take board meeting minutes?

3. Relationship with CEO

100%

Yes

Is there a clear and consistent process for evaluating the Superintendent on an annual basis?

100%

Yes

Does the Superintendent have an up-to-date job description?

100%

Yes

Does the board have a clear and consistent process for providing coaching, feedback, and support to the Superintendent?

100%

Yes

Is there a clear understanding between the board and the Superintendent about what the organization is doing towards reaching its defined vision of excellence?

100%

Yes

Does your Superintendent communicate clearly and effectively with the board?

80%

Yes

Has the Board established a plan for succession in the event the Superintendent leaves/retires?

4. Personnel & Staffing

100%

Yes

Does your Superintendent and the board have an agreed upon short-term/ emergency succession plan for their position?

Although the process is documented, we should periodically discuss the succession process in the event of an emergency.

100%

Yes

Has your Superintendent and the board discussed a long-term succession management plan?

100%

Yes

Are clear job descriptions and staffing plans in place?

5. Budget & Finance

100%

Yes

Does the Board adopt an annual budget that maximizes the school's resources in support of mission/vision?

100%

Yes

Does the Board monitor the budget throughout the year via monthly updates, first interim budget and second interim budget?

100%

Yes

Does the Board contract with an independent auditor each year, reviews the audit report, and takes any needed follow-up action?

100%

Yes

Has the Board adopted a three year financial plan in coordination with the school's overall three year plan (WASC, LCAP)?

100%

Yes

Has the Board adopted a comprehensive set of fiscal management and control policies?

6. Instruction, Curriculum, and Assessment

100%
Yes

Has the Board adopted/approved LCAP goals/standards?

100%
Yes

Does the School report on student achievement to Authorizing agencies on a regular basis as part of the ongoing oversight and renewal process?

Board Comments

Strengths

- We keep close oversight of our school finances and budget. We all communicate reflectively and respectfully. We share and agree with the mission, vision, values, and goals.
- Board members bring a great deal of experience as educators, are respectful of one another, and share dedication to ensuring the success of Excel Academy.
- The Board is very dedicated and works extremely well together. All members listen well and always act in the best interest of the organization.
- The Board, Superintendent, and leadership team work exceptionally well together, leveraging a broad base of educational expertise.

Areas of Growth

- Maintaining awareness and understanding of the ever-changing fiscal and legal requirements in order to ensure long-term success for Excel Academy.
- Continue to be aware of the possible need of new Board members in the future.

Coversheet

Administer Oath of Office

Section:	VIII. Board Governance
Item:	D. Administer Oath of Office
Purpose:	
Submitted by:	
Related Material:	_EACS OATH OF OFFICE.docx (2).pdf



EXCEL ACADEMY CHARTER SCHOOL OATH OF OFFICE FOR BOARD OF DIRECTORS

State of California

I, _____ do solemnly swear (or affirm) that I will support and defend the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

Signature of Board Director

Taken, subscribed, and sworn (or affirmed) to be this _____ day of _____ 20_____.

Signature of Authorized Official

Coversheet

Approval of Unaudited Actuals for the 2025-2026 School Year

Section: IX. Business/Financial Services
Item: A. Approval of Unaudited Actuals for the 2025-2026 School Year
Purpose: Vote
Submitted by:
Related Material:
Excel Academy - Warner - ALT - Charter Alternative Form (CA Department of Education).pdf
Excel Academy - Helendale - ALT - Charter Alternative Form (CA Department of Education).pdf
26-09-08 EACS FY26 Unaudited Actuals.pptx.pdf

BACKGROUND:

Under the stipulations outlined in the Memorandum of Understanding between Excel Academy Charter Schools and the authorizing districts, it is mandated that the unaudited actuals of revenues and expenditures from the preceding fiscal year receive approval from the Board of Directors by September 15 of each year. These unaudited actuals will undergo meticulous scrutiny by independent auditors and subsequently be featured in an annual independent audit report, which must be submitted to the state by December 15th.

RECOMMENDATION:

It is recommended that the Board of Directors approve the 2025-26 Unaudited Actuals as presented.

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 37 75416 0139386
Excel Academy Charter
Warner Unified

Charter School Certification - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 2053

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Roxana Travers	Name: Andrea Sissons	Name: Joe Mills
Title: Financial Accounting and Data Support Mgr.	Title: Superintendent/CBO	Title: Chief Business Officer
Telephone: 858-295-6700	Telephone: 760-782-3517	Telephone: 949-818-3500
Email address: roxana.travers@sdcoe.net	Email address: andrea.sissons@warnerusd.net	Email address: jmills@excelacademy.education

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Charter School Official:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): _____

Printed Name: Heidi Gasca

Title: Superintendent/CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): _____

Printed Name:

Title:

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 37 75416 0139386
Excel Academy Charter
Warner Unified

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature (*Original Signature Required*): _____

Date (MM/DD/YYYY): _____

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 37 75416 0139386
Excel Academy Charter
Warner Unified

Alternative Form - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 2053

This charter school uses the following basis of accounting: (Select one)

(X) (Selected) *Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)*

() (Unselected) *Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)*

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	13,534,640.00	-	13,534,640.00
Education Protection Account State Aid - Current Year	8012	228,756.00	-	228,756.00
State Aid - Prior Years	8019	1,618.00	-	1,618.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	601,068.00	-	601,068.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		14,366,082.00	0.00	14,366,082.00
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	194,830.00	194,830.00
Special Education - Federal	8181, 8182	-	164,376.00	164,376.00
Child Nutrition - Federal	8220	-		0.00
Donated Food Commodities	8221	-		0.00
Other Federal Revenues	8110, 8260–8299			0.00
Total, Federal Revenues		0.00	359,206.00	359,206.00
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	1,049,447.00	1,049,447.00
All Other (AO) State Revenues	StateRevAO	194,540.32	670,791.14	865,331.46
Total, Other State Revenues		194,540.32	1,720,238.14	1,914,778.46
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	333,813.26	3,970.04	337,783.30
Total, Local Revenues		333,813.26	3,970.04	337,783.30
5. Total Revenues		14,894,435.58	2,083,414.18	16,977,849.76
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	4,254,365.98	675,071.82	4,929,437.80
Certificated Pupil Support Salaries	1200	213,813.44	402,814.56	616,628.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 37 75416 0139386
Excel Academy Charter
Warner Unified

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	886,996.08	238,076.63	1,125,072.71
Other Certificated Salaries	1900	61,333.91	104,332.75	165,666.66
Total, Certificated Salaries		5,416,509.41	1,420,295.76	6,836,805.17
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100		145,597.03	145,597.03
Noncertificated Support Salaries	2200			0.00
Noncertificated Supervisors' and Administrators' Salaries	2300	541,699.89		541,699.89
Clerical, Technical and Office Salaries	2400	489,369.40	44,389.88	533,759.28
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		1,031,069.29	189,986.91	1,221,056.20
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	965,943.98	251,215.34	1,217,159.32
Public Employees' Retirement System (PERS)	3201–3202			0.00
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	157,200.52	34,315.32	191,515.84
Health and Welfare Benefits	3401–3402	671,033.45	169,474.34	840,507.79
Unemployment Insurance	3501–3502	20,063.39	3,878.22	23,941.61
Workers' Compensation Insurance	3601–3602	30,050.78	6,846.83	36,897.61
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			0.00
OPEB, Active Employees	3751–3752			0.00
Other Employee Benefits	3901–3902	103,124.35	11,914.22	115,038.57
Total, Employee Benefits		1,947,416.47	477,644.27	2,425,060.74
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	612,879.26	125,967.74	738,847.00
Books and Other Reference Materials	4200			0.00
Materials and Supplies	4300	1,004,712.22	32,621.93	1,037,334.15
Noncapitalized Equipment	4400			0.00
Food	4700			0.00
Total, Books and Supplies		1,617,591.48	158,589.67	1,776,181.15
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100		61,276.13	61,276.13
Travel and Conferences	5200	74,052.32	46,745.49	120,797.81
Dues and Memberships	5300	56,193.17	24,901.39	81,094.56
Insurance	5400	58,580.09		58,580.09
Operations and Housekeeping Services	5500			0.00
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600	74,258.05	4,134.04	78,392.09
Transfers of Direct Costs	5700–5799			0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 37 75416 0139386
Excel Academy Charter
Warner Unified

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	2,583,484.53	375,296.75	2,958,781.28
Communications	5900	258,095.73	13,897.34	271,993.07
Total, Services and Other Operating Expenditures		3,104,663.89	526,251.14	3,630,915.03
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	0.00
Buildings and Improvements of Buildings	6200	-	-	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	0.00
Equipment	6400	-	-	0.00
Equipment Replacement	6500	-	-	0.00
Lease Assets	6600	-	-	0.00
Subscription Assets	6700	-	-	0.00
Depreciation Expense (Accrual basis only)	6900			0.00
Amortization Expense - Lease Assets (Accrual basis only)	6910			0.00
Amortization Expense - Subscription Assets (Accrual basis only)	6920			0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			0.00
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			0.00
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		0.00
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			0.00
All Other Transfers	7281–7299			0.00
Transfers of Indirect Costs	7300–7399			0.00
Debt Service:	-	-	-	-
Interest	7438			0.00
Principal (For modified accrual basis only)	7439	-	-	0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. Total Expenditures		13,117,250.54	2,772,767.75	15,890,018.29
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		1,777,185.04	(689,353.57)	1,087,831.47
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			0.00
2. Less: Other Uses	7630–7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999	(689,353.57)	689,353.57	0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

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Excel Academy Charter
Warner Unified

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		(689,353.57)	689,353.57	0.00
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		1,087,831.47	0.00	1,087,831.47
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	7,195,235.67	5,286.33	7,200,522.00
b. Adjustments/Restatements	9793, 9795	(140,525.26)	(5,286.33)	(145,811.59)
c. Adjusted Beginning Fund Balance/Net Position		7,054,710.41	0.00	7,054,710.41
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		8,142,541.88	0.00	8,142,541.88
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	0.00
2. Stores (equals Object 9320)	9712	-	-	0.00
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	0.00
4. All Others	9719	-	-	0.00
b. Restricted	9740	-	-	0.00
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	0.00
2. Other Commitments	9760	-	-	0.00
d. Assigned	9780	-	-	0.00
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	0.00
2. Unassigned/Unappropriated Amount	9790M	-	-	0.00
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	0.00		0.00
b. Restricted Net Position	9797	-	0.00	0.00
c. Unrestricted Net Position	9790A	8,142,541.88	0.00	8,142,541.88
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110	622,372.00	49,708.58	672,080.58
b. Fair Value Adjustment to Cash in County Treasury	9111			0.00
c. In Banks	9120	5,341,224.79	677,766.95	6,018,991.74
d. In Revolving Fund	9130			0.00
e. With Fiscal Agent/Trustee	9135		44,718.00	44,718.00
f. Collections Awaiting Deposit	9140			0.00
2. Investments	9150	1,015,539.30		1,015,539.30
3. Accounts Receivable	9200	1,377,535.95	385,641.48	1,763,177.43

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Excel Academy Charter
Warner Unified

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	213,614.56	18,821.16	232,435.72
7. Other Current Assets	9340	2,672.21	2,014.39	4,686.60
8. Lease Receivable	9380			0.00
9. Capital Assets (accrual basis only)	9400–9489	50,546.87		50,546.87
10. Total, Assets		8,623,505.68	1,178,670.56	9,802,176.24
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			0.00
2. Total, Deferred Outflows		0.00	0.00	0.00
I. Liabilities				
1. Accounts Payable	9500	187,818.68	261,335.03	449,153.71
2. Due to Grantor Governments	9590	241,075.00	0.00	241,075.00
3. Current Loans	9640	31,688.21		31,688.21
4. Unearned Revenue	9650		917,335.53	917,335.53
5. Long-Term Liabilities (accrual basis only)	9660–9669	20,381.91	0.00	20,381.91
6. Total, Liabilities		480,963.80	1,178,670.56	1,659,634.36
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			0.00
2. Total, Deferred Inflows		0.00	0.00	0.00
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		8,142,541.88	0.00	8,142,541.88

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Excel Academy Charter
Warner Unified

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: San Diego

Charter Number: 2053

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay (\$)	Debt Service (\$)	Total
a. None			0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
Total Federal Revenues Used for Capital Outlay and Debt Service	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount (\$) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		0.00

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CDS 37 75416 0139386
Excel Academy Charter
Warner Unified

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount (\$)
a.		
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

Description	Amount (\$)
a. Total Expenditures (B8)	15,890,018.29
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	359,206.00
c. Subtotal of State & Local Expenditures [a minus b]	15,530,812.29
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	0.00
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	15,530,812.29

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 36 67736 0139576
Excel Academy Charter
Helendale Elementary

Charter School Certification - July 1, 2025 to June 30, 2026

County: San Bernardino

Charter Number: 2073

Note: An Alternative Form submitted to the California Department of Education will not be considered a valid submission if the following information is missing:

For information regarding this report, please contact:

For County Fiscal Contact:	For Approving Entity:	For Charter School:
Name: Wendryn Barnhart	Name: Kelly Henderson	Name: Joe Mills
Title: Fiscal Analyst	Title: Assistant Superintendent	Title: Chief Business Officer
Telephone: 909-386-9679	Telephone: 760-952-1180	Telephone: 949-818-3500
Email address: wendryn.barnhart@sbcss.net	Email address: khenderson@helendalesd.com	Email address: jmills@excelacademy.education

To the Entity that Approved the Charter School:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☒ **(Selected)** This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Charter School Official:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): _____

Printed Name: Heidi Gasca

Title: Superintendent/CEO

To the County Superintendent of Schools:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☐ (Unselected) This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Authorized Representative of Charter Approving Entity:

Signature (Original Signature Required): _____

Date (MM/DD/YYYY): _____

Printed Name: Andrea Sissons

Title: Superintendent/CBO

2025–26 Unaudited Actuals
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Form ALT

CDS 36 67736 0139576
Excel Academy Charter
Helendale Elementary

To the Superintendent of Public Instruction:

2025–26 Charter School Unaudited Actuals Financial Report — Alternative Form:

- ☐ (Unselected) This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

County Superintendent/Designee:

Signature (*Original Signature Required*): _____

Date (MM/DD/YYYY): _____

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

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Excel Academy Charter
Helendale Elementary

Alternative Form - July 1, 2025 to June 30, 2026

County: San Bernardino

Charter Number: 2073

This charter school uses the following basis of accounting: (Select one)

(X) (Selected) Accrual Basis (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900–6920, 7438, 9400–9489, 9660–9669, 9796, and 9797)

() (Unselected) Modified Accrual Basis (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100–6170, 6200–6700, 7438, 7439, and 9711–9789)

Description	Object Codes	Unrestricted	Restricted	Total
A. Revenues				
1. Local Control Funding Formula (LCFF) Sources	-	-	-	-
State Aid - Current Year	8011	10,057,887.00	-	10,057,887.00
Education Protection Account State Aid - Current Year	8012	161,484.00	-	161,484.00
State Aid - Prior Years	8019	14,292.13	-	14,292.13
Transfers to Charter Schools in Lieu of Property Taxes	8096	146,240.00	-	146,240.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		10,379,903.13	0.00	10,379,903.13
2. Federal Revenues (See note in Section L)	-	-	-	-
Every Student Succeeds Act	8290	-	145,331.00	145,331.00
Special Education - Federal	8181, 8182	-	103,341.00	103,341.00
Child Nutrition - Federal	8220	-	0.00	0.00
Donated Food Commodities	8221	-	0.00	0.00
Other Federal Revenues	8110, 8260–8299		0.00	0.00
Total, Federal Revenues		0.00	248,672.00	248,672.00
3. Other State Revenues (StateRev)	-	-	-	-
Special Education (SE) - State	StateRevSE	-	740,828.00	740,828.00
All Other (AO) State Revenues	StateRevAO	111,945.35	462,183.49	574,128.84
Total, Other State Revenues		111,945.35	1,203,011.49	1,314,956.84
4. Other Local Revenues (LocalRev)	-	-	-	-
All Other Local Revenues	LocalRevAO	145,033.39		145,033.39
Total, Local Revenues		145,033.39	0.00	145,033.39
5. Total Revenues		10,636,881.87	1,451,683.49	12,088,565.36
B. Expenditures (See note in Section L)				
1. Certificated Salaries	-	-	-	-
Certificated Teachers' Salaries	1100	2,579,094.39	437,057.58	3,016,151.97
Certificated Pupil Support Salaries	1200	130,991.27	246,886.19	377,877.46

2025–26 Unaudited Actuals
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Form ALT

CDS 36 67736 0139576
Excel Academy Charter
Helendale Elementary

Description	Object Codes	Unrestricted	Restricted	Total
Certificated Supervisors' and Administrators' Salaries	1300	531,249.23	158,311.12	689,560.35
Other Certificated Salaries	1900	28,647.29	87,157.86	115,805.15
Total, Certificated Salaries		3,269,982.18	929,412.75	4,199,394.93
2. Noncertificated Salaries	-	-	-	-
Noncertificated Instructional Salaries	2100		87,244.27	87,244.27
Noncertificated Support Salaries	2200		1,992.48	1,992.48
Noncertificated Supervisors' and Administrators' Salaries	2300	331,823.31		331,823.31
Clerical, Technical and Office Salaries	2400	299,936.15	27,206.68	327,142.83
Other Noncertificated Salaries	2900			0.00
Total, Noncertificated Salaries		631,759.46	116,443.43	748,202.89
3. Employee Benefits	-	-	-	-
State Teachers' Retirement System (STRS)	3101–3102	586,436.45	164,673.44	751,109.89
Public Employees' Retirement System (PERS)	3201–3202			0.00
Social Security Taxes (OASDI)/Medicare/Alternative	3301–3302	93,578.58	23,895.16	117,473.74
Health and Welfare Benefits	3401–3402	405,192.65	109,960.14	515,152.79
Unemployment Insurance	3501–3502	12,114.92	2,481.74	14,596.66
Workers' Compensation Insurance	3601–3602	18,098.07	4,537.81	22,635.88
Postemployment Benefits Other Than Pension (OPEB), Allocated	3701–3702			0.00
OPEB, Active Employees	3751–3752			0.00
Other Employee Benefits	3901–3902	57,343.15	7,229.63	64,572.78
Total, Employee Benefits		1,172,763.82	312,777.92	1,485,541.74
4. Books and Supplies	-	-	-	-
Approved Textbooks and Core Curricula Materials	4100	473,432.30	87,678.83	561,111.13
Books and Other Reference Materials	4200			0.00
Materials and Supplies	4300	743,448.76	25,133.55	768,582.31
Noncapitalized Equipment	4400			0.00
Food	4700			0.00
Total, Books and Supplies		1,216,881.06	112,812.38	1,329,693.44
5. Services and Other Operating Expenditures	-	-	-	-
Subagreements for Services	5100		44,918.56	44,918.56
Travel and Conferences	5200	45,383.63	28,650.44	74,034.07
Dues and Memberships	5300	54,328.36	15,764.60	70,092.96
Insurance	5400	35,903.93		35,903.93
Operations and Housekeeping Services	5500	252,829.78	2,533.77	255,363.55
Rentals, Leases, Repairs, and Noncapitalized Improvements	5600			0.00
Transfers of Direct Costs	5700–5799			0.00

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Charter School Alternative Form

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CDS 36 67736 0139576
Excel Academy Charter
Helendale Elementary

Description	Object Codes	Unrestricted	Restricted	Total
Professional/Consulting Services and Operating Expenditures	5800	1,528,034.24	200,290.08	1,728,324.32
Communications	5900	158,432.59	8,517.73	166,950.32
Total, Services and Other Operating Expenditures		2,074,912.53	300,675.18	2,375,587.71
6. Capital Outlay (Objects 6100–6170, 6200–6700 modified accrual basis only)	-	-	-	-
Land and Land Improvements	6100–6170	-	-	0.00
Buildings and Improvements of Buildings	6200	-	-	0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	0.00
Equipment	6400	-	-	0.00
Equipment Replacement	6500	-	-	0.00
Lease Assets	6600	-	-	0.00
Subscription Assets	6700	-	-	0.00
Depreciation Expense (Accrual basis only)	6900			0.00
Amortization Expense - Lease Assets (Accrual basis only)	6910			0.00
Amortization Expense - Subscription Assets (Accrual basis only)	6920			0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo	-	-	-	-
Tuition to Other Schools	7110–7143			0.00
Transfers of Pass-Through Revenues to Other Local Educational Agencies (LEAs)	7211–7213			0.00
Transfers of Apportionments to Other LEAs - Special Education	7221–7223SE	-		0.00
Transfers of Apportionments to Other LEAs - All Other	7221–7223AO			0.00
All Other Transfers	7281–7299			0.00
Transfers of Indirect Costs	7300–7399			0.00
Debt Service:	-	-	-	-
Interest	7438			0.00
Principal (For modified accrual basis only)	7439	-	-	0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. Total Expenditures		8,366,299.05	1,772,121.66	10,138,420.71
C. Excess (Deficiency) of Revenues over Expenditures before Other Financing Sources and Uses (A5 - B8)		2,270,582.82	(320,438.17)	1,950,144.65
D. Other Financing Sources/Uses				
1. Other Sources	8930–8979			0.00
2. Less: Other Uses	7630–7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980–8999	(320,438.17)	320,438.17	0.00

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Excel Academy Charter
Helendale Elementary

Description	Object Codes	Unrestricted	Restricted	Total
4. Total Other Financing Sources/Uses		(320,438.17)	320,438.17	0.00
E. Net Increase (Decrease) in Fund Balance/Net Position (C + D4)		1,950,144.65	0.00	1,950,144.65
F. Fund Balance/Net Position				
1. Beginning Fund Balance/Net Position	-	-	-	-
a. As of July 1	9791	4,581,192.87	42,305.84	4,623,498.71
b. Adjustments/Restatements	9793, 9795	(8,639.20)	(4,073.80)	(12,713.00)
c. Adjusted Beginning Fund Balance/Net Position		4,572,553.67	38,232.04	4,610,785.71
2. Ending Fund Balance/Net Position, June 30 (E + F1c)		6,522,698.32	38,232.04	6,560,930.36
Components of Ending Fund Balance (Modified Accrual Basis only)	-	-	-	-
a. Nonspendable	-	-	-	-
1. Revolving Cash (equals Object 9130)	9711	-	-	0.00
2. Stores (equals Object 9320)	9712	-	-	0.00
3. Prepaid Expenditures (equals Object 9330)	9713	-	-	0.00
4. All Others	9719	-	-	0.00
b. Restricted	9740	-	-	0.00
c. Committed	-	-	-	-
1. Stabilization Arrangements	9750	-	-	0.00
2. Other Commitments	9760	-	-	0.00
d. Assigned	9780	-	-	0.00
e. Unassigned/Unappropriated	-	-	-	-
1. Reserve for Economic Uncertainties	9789	-	-	0.00
2. Unassigned/Unappropriated Amount	9790M	-	-	0.00
3. Components of Ending Net Position (Accrual Basis only)	-	-	-	-
a. Net Investment in Capital Assets	9796	0.00	0.00	0.00
b. Restricted Net Position	9797	-	38,232.04	38,232.04
c. Unrestricted Net Position	9790A	6,522,698.32	0.00	6,522,698.32
G. Assets				
1. Cash	-	-	-	-
a. In County Treasury	9110			0.00
b. Fair Value Adjustment to Cash in County Treasury	9111			0.00
c. In Banks	9120	5,642,201.90	277,630.49	5,919,832.39
d. In Revolving Fund	9130			0.00
e. With Fiscal Agent/Trustee	9135		29,160.00	29,160.00
f. Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	1,251,080.32	290,682.87	1,541,763.19

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

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Excel Academy Charter
Helendale Elementary

Description	Object Codes	Unrestricted	Restricted	Total
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	140,362.42	14,313.71	154,676.13
7. Other Current Assets	9340			0.00
8. Lease Receivable	9380			0.00
9. Capital Assets (accrual basis only)	9400–9489	20,190.36		20,190.36
10. Total, Assets		7,053,835.00	611,787.07	7,665,622.07
H. Deferred Outflows of Resources				
1. Deferred Outflows of Resources	9490			0.00
2. Total, Deferred Outflows		0.00	0.00	0.00
I. Liabilities				
1. Accounts Payable	9500	408,893.31	6,681.15	415,574.46
2. Due to Grantor Governments	9590	101,224.00		101,224.00
3. Current Loans	9640	16,039.75		16,039.75
4. Unearned Revenue	9650		566,873.88	566,873.88
5. Long-Term Liabilities (accrual basis only)	9660–9669	4,980.89		4,980.89
6. Total, Liabilities		531,137.95	573,555.03	1,104,692.98
J. Deferred Inflows of Resources				
1. Deferred Inflows of Resources	9690			0.00
2. Total, Deferred Inflows		0.00	0.00	0.00
K. Fund Balance/Net Position				
Ending Fund Balance/Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		6,522,697.05	38,232.04	6,560,929.09

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 36 67736 0139576
Excel Academy Charter
Helendale Elementary

L. Federal Every Student Succeeds Act (ESSA) Maintenance of Effort (MOE) Requirement - July 1, 2025 to June 30, 2026

County: San Bernardino

Charter Number: 2073

Note: If your charter school received federal funding, as reported in Section A2, the following additional information must be provided in order for the CDE to calculate compliance with the Federal ESSA MOE Requirement:

1. Federal Revenue Used for Capital Outlay and Debt Service

Included in the Capital Outlay and Debt Service expenditures reported in sections B6 and B7 are the following amounts paid out of federal funds:

Federal Program Name (If no amounts, indicate "None")	Capital Outlay (\$)	Debt Service (\$)	Total
a. None			0.00
b.			0.00
c.			0.00
d.			0.00
e.			0.00
f.			0.00
g.			0.00
h.			0.00
i.			0.00
j.			0.00
Total Federal Revenues Used for Capital Outlay and Debt Service	0.00	0.00	0.00

2. Community Services Expenditures

Provide the amount of State and Local funds reported in Section B that were expended for Community Services Activities:

Expenditures	Object Codes	Amount (\$) (Enter "0.00" if none)
a. Certificated Salaries	1000–1999	0.00
b. Noncertificated Salaries	2000–2999	0.00
c. Employee Benefits	3000–3999	0.00
d. Books and Supplies	4000–4999	0.00
e. Services and Other Operating Expenditures	5000–5999	0.00
Total Community Services Expenditures		0.00

2025–26 Unaudited Actuals
Charter School Alternative Form

Form ALT

CDS 36 67736 0139576
Excel Academy Charter
Helendale Elementary

3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster

Date of Presidential Disaster Declaration (MM/DD/YYYY)	Brief Description (If no amounts, indicate "None")	Amount (\$)
a.		
b.		
c.		
d.		
Total Supplemental Expenditures (Should not be Negative)		0.00

4. State and Local Expenditures to be Used for ESSA Annual Maintenance of Effort Calculation:

Results of this calculation will be used for comparison with 2024–25 expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis may result in reduction to allocations for covered programs in 2027–28.

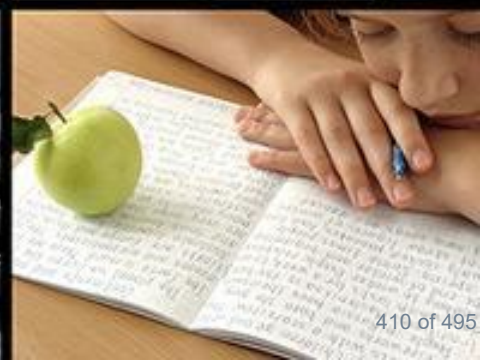
Description	Amount (\$)
a. Total Expenditures (B8)	10,138,420.71
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	248,672.00
c. Subtotal of State & Local Expenditures [a minus b]	9,889,748.71
d. Less Community Services [L2 Total]	0.00
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600, 6700, 6910 and 6920]	0.00
f. Less Supplemental Expenditures made as the result of a Presidentially Declared Disaster	0.00
Total State & Local Expenditures Subject to MOE [c minus d minus e minus f]	9,889,748.71



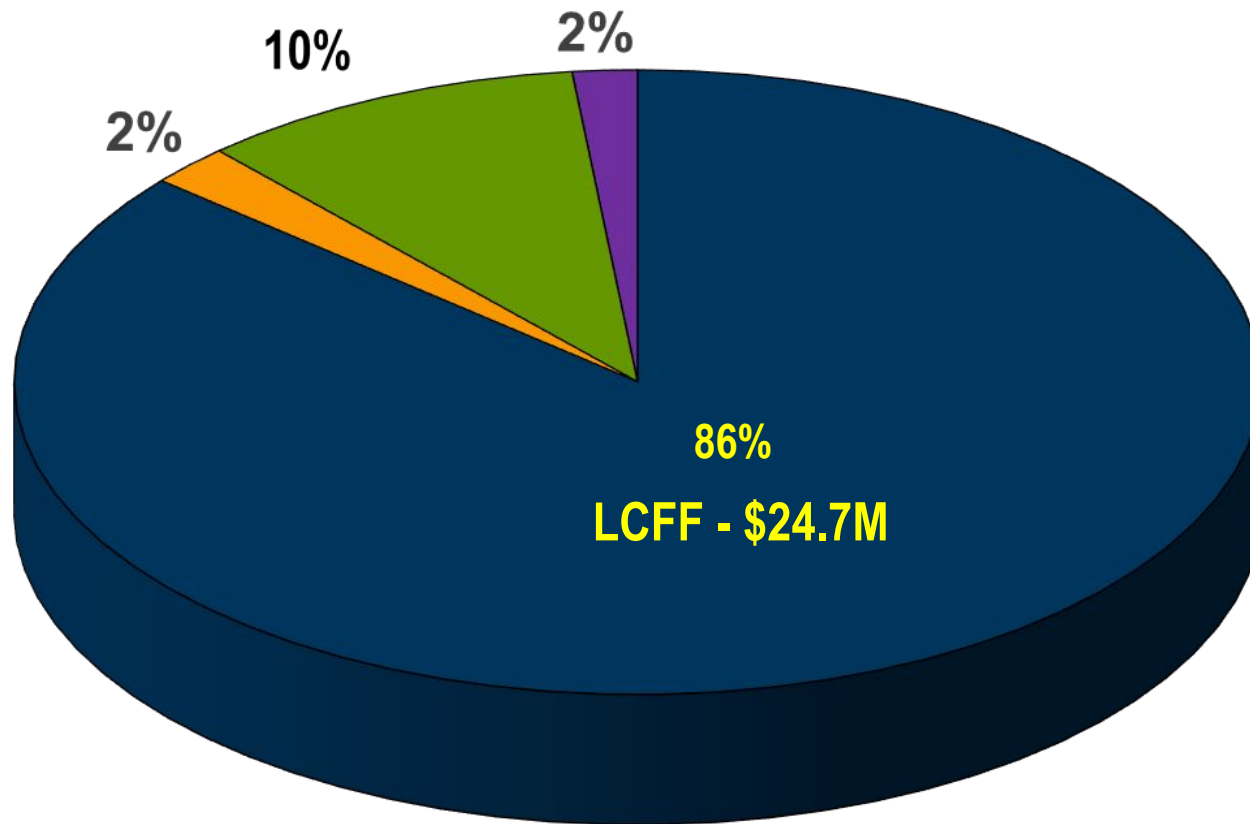
Excel Academy Charter Schools

FY 25-26 Unaudited Actuals

September 08, 2026

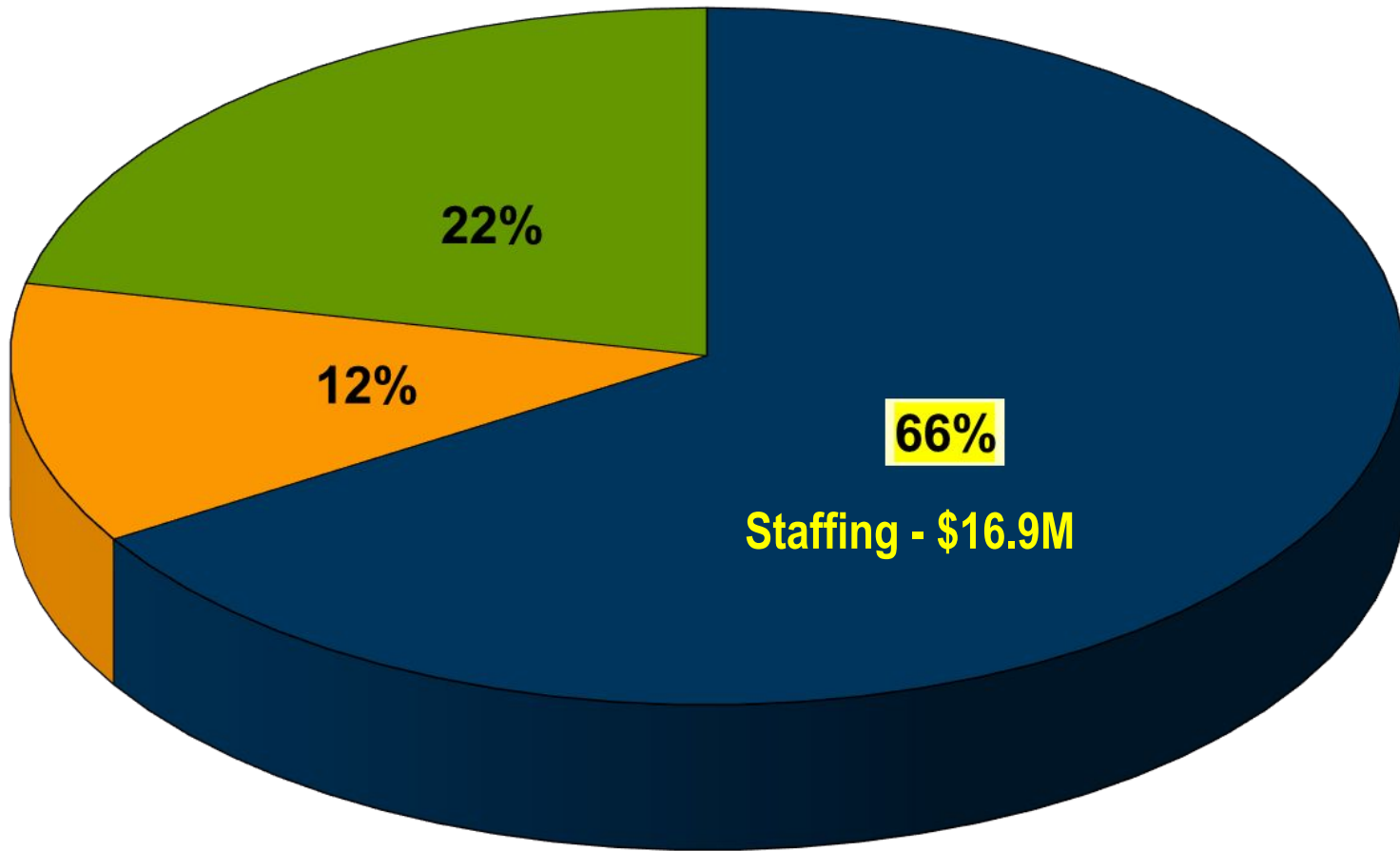


FY26 Operating Revenues - \$28.7M



■ LCFF Revenues ■ Federal Revenues
■ State Revenues ■ Local Revenues

FY26 Operating Expenses - \$25.7M



■ Salaries and Benefits

■ Books and Supplies

■ Services

FY2025-26 Statement of Activities



	2025-26
Total Revenues	\$28,704,727
Total Expenditures	\$25,686,269
Increase in Fund Balance	\$3,018,458
Beginning Balance	\$11,665,495
Ending Balance	\$14,683,953
Average Daily Attendance (ADA)	1,951
ADA Increase From Prior Year	13.7%
Adjustments to Ending Fund Balance	
15% for Economic Uncertainties	\$3,852,940
Unappropriated Fund Balance Above 15%	\$10,831,013
Ending Balance Percent Of Expenditures	57.2%



Reserve Historical Balance - Actuals

Reserve Balance



Summary

9



- Ending Balance - \$14.8M or 58% of Yearly Expenditures
- As of June 30, 2026, Cash Balance - **\$13.6 Million. An Increase of \$3M Year Over Year**
- Just over 6 Months of Cash
- Enrollment Growth Continues at Excel Academy. 8.1% and 13.7% In Previous Two Years
- FY26 Audit Field Work In Progress

Coversheet

Adoption of the 2026-27 Budget for Excel Academy Charter Schools

Section:	IX. Business/Financial Services
Item:	B. Adoption of the 2026-27 Budget for Excel Academy Charter Schools
Purpose:	Vote
Submitted by:	
Related Material:	FY26-27 Budget Adoption.pptx.pdf _FY27 Adopted Budget OCDE.pdf



Excel Academy Charter Schools FY 2026-27 Amended Budget



September 8, 2026

Budget Assumptions - Orange County

Revenues:

❖ COLA

❖ FY2026-27 – 4.31%

❖ FY2027-28 – 3.30%

❖ FY2028-29 – 3.09%

❖ Enrollment Increase Projection – 3.0%

❖ ADA Rate – 98.0%

❖ FY2026-27: 300

❖ FY2027-28: 309

❖ FY2028-29: 318

Orange County Multi-Year Projections (FY2026-27 Budget)

	2026-27	2027-28	2028-29
Total Revenues	4,447,951	4,717,746	4,989,453
Total Expenditures	4,058,692	4,180,453	4,305,866
Projected Increase in Fund Balance	389,259	537,293	683,587
Beginning Balance	0	389,259	926,552
Projected Ending Balance	389,259	926,552	1,610,139
Temporary intra company lending	\$1,000,000	\$250,000	\$0
Ending Balance Percent Of Expenditures	10%	22%	37%

Budget Assumptions - Orange County

Categorical Programs:

❖ Programs:

- ❖ Not eligible for many categorical programs in the first year of operation as the funding formulas utilize prior year enrollment as the basis for calculation.
- ❖ Applied for PCSGP grant

Expenditures:

- ❖ Step Increase – Increase every year
 - ❖ FY2026-27 – 4%
 - ❖ FY2027-28 – 3%
 - ❖ FY2028-29 – 3%
- ❖ Non-people Expenses – 3% Increase every year

Combined Multi-Year Projections (FY2026-27 Budget)

	2026-27	2027-28	2028-29
Total Revenues	32,012,291	32,760,967	33,613,289
Total Expenditures	30,668,675	31,523,302	31,838,535
Projected Increase in Fund Balance	1,343,616	1,237,665	1,774,755
Beginning Balance	13,540,528	14,884,144	16,121,809
Projected Ending Balance	14,884,144	16,121,809	17,896,564
Adjustments to Ending Fund Balance			
Restricted Carryover Balances			
15% Required for Economic Uncertainties	4,600,301	4,728,495	4,775,780
Other Reserves	10,283,843	11,393,314	13,120,784
Ending Balance Percent Of Expenditures	48.53%	51.14%	56.21%

Excel Academy Charter Schools - OCDE Proposed Operational Budget

Description	2026 - 2027	2027 - 2028	2028 - 2029
REVENUES			
Local Control Funding Formula Revenue	3,554,888	3,788,700	4,022,538
Education Protection Act Funding	58,800	60,564	62,328
Charter Schools Funding in lieu of Property Taxes	199,468	199,468	199,468
Total, Revenue Limit Sources	3,813,156	4,048,732	4,284,334
Federal Revenues			
No Child Left Behind	0	43,723	44,160
Special Education - Federal	46,284	48,150	50,048
Total, Federal Revenues	89,574	91,873	94,208
Other State Revenues			
Special Education - State	393,960	419,170	444,708
All Other State Revenues	151,260	157,972	166,203
Total, Other State Revenues	545,220	577,141	610,911
TOTAL REVENUES	4,447,951	4,717,746	4,989,453
EXPENDITURES			
Certificated Salaries			
Teachers' Salaries	1,149,178	1,183,653	1,219,163
Certificated Pupil Support Salaries	142,122	146,385	150,777
Certificated Supervisors' and Administrators' Salaries	361,450	372,294	383,463
Other Certificated Salaries	37,526	38,652	39,811
Total, Certificated Salaries	1,690,276	1,740,985	1,793,214
Non-certificated Salaries			
Instructional Aides' Salaries	35,705	36,776	37,880
Non-certificated Supervisors' and Administrators' Sal.	102,266	105,334	108,494
Clerical and Office Salaries	131,841	135,796	139,870
Total, Non-certificated Salaries	269,812	277,906	286,243

Excel Academy Charter Schools - OCDE Proposed Operational Budget

Description	2026 - 2027	2027 - 2028	2028 - 2029
Employee Benefits			
STRS	322,843	332,528	342,504
PERS	0	-	-
OASDI / Medicare / Alternative	45,150	46,504	47,899
Health and Welfare Benefits	273,500	281,705	290,156
Unemployment Insurance	980	1,009	1,040
Workers' Compensation Insurance	7,380	7,601	7,829
Other Employee Benefits	18,887	19,453	20,037
Total, Employee Benefits	668,739	688,801	709,465
Books and Supplies			
Approved Textbooks and Core Curricula Materials	244,468	251,802	259,356
Materials and Supplies	254,362	261,993	269,853
Total, Books and Supplies	498,831	513,796	529,209
Services and Other Operating Expenditures			
Subagreements for Services	39,133	40,306	41,516
Travel and Conferences	17,055	17,566	18,093
Dues and Memberships	11,862	12,218	12,585
Insurance	19,383	19,965	20,564
Rentals, Leases, Repairs, and Noncap. Improvements	14,952	15,401	15,863
Professional/Consulting Services and Operating Expend.	761,227	784,064	807,586
Communications	67,422	69,444	71,528
Total, Services and Other Operating Expenditures	931,034	958,965	987,734
TOTAL EXPENDITURES	4,058,692	4,180,453	4,305,866
REVENUES LESS EXPENDITURES (NET INCOME)	389,259	537,293	683,587
FUND BALANCE, RESERVES			
Beginning Fund Balance	0	389,259	926,552
Ending Fund Balance	389,259	926,552	1,610,139
ENDING BALANCE AS % OF EXPENDITURES	9.59%	22.16%	37.39%

Coversheet

Approval of the 2026-27 Education Protection Account (EPA) Multi-Year Plan for Orange County

Section: IX. Business/Financial Services
Item: C. Approval of the 2026-27 Education Protection Account (EPA) Multi-Year Plan for Orange County
Purpose: Vote
Submitted by:
Related Material: Orange County - FY26-27 EPA Expenditure Plan .pdf



ACTION: Orange County - APPROVAL OF 2026-27 EPA PLAN

BACKGROUND:

Proposition 30, The Schools and Local Public Safety Protection Account of 2012, approved by the voters on November 6, 2012, temporarily increases the state's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The governing board must approve the spending plan during a public meeting.
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. (See the list of functions on the CDE website referenced below for which EPA funds may be used.)
- Each year, the local agency must publish an accounting of how much money was received from the EPA and how the funds were expended on its website.

The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. LEAs received EPA payments quarterly beginning with the 2013-14 Fiscal Year.

In November 2016, the Proposition 55 Tax extension amended Proposition 30, providing continued allocation. Of the revenues generated from Section 36 of Article XIII EPA funds, 89 percent are provided to K-12 Education and 11 percent to community colleges.

EPA funds are proposed to cover the salary and benefit costs of non-administrative certificated staff. Their share of costs determines the percentage of funds used per group from the general fund. The salaries below are calculated assuming no furlough days and/or salary rollbacks. Any difference in revenue and/or expenditures will be adjusted in teacher salaries (function 1000; object 1100).

For frequently asked questions about EPA, please refer to the California Department of Education's website at <http://www.cde.ca.gov/fg/aa/pa/pafaq.asp>.

CURRENT CONSIDERATIONS:

Excel Academy Charter School's estimated 2026-27 EPA entitlement is

\$58,800, Orange County. The staff has coded 100% of the EPA resource to

certificated teaching staff salaries.

Group	Percentage of GF Cost per group	Percentage applied to EPA funds	Amount
Certificated Staff	100%	100%	\$58,800
Total:	100%	100%	\$58,800

Expenditures by Function - Detail

Certificated Positions			
Classroom Teacher Salaries	0.6	1000/1100	\$58,800
Totals	0.6	1000/1100	\$58,800

EPA Requirements Met?	YES
-----------------------	-----

RECOMMENDATION:

Staff requests that the Board approve the 2026-27 Education Protection Account (EPA) plan.

FINANCIAL IMPACT:

Proposition 30 and Proposition 55 fund the Education Protection Account, increase the Charter's revenues to provide more credentialed teaching resources for students, and positively impact the charter's revenue stream.

Coversheet

Approval of the Proposition 28 Arts & Music Grant Annual Report

Section:	IX. Business/Financial Services
Item:	D. Approval of the Proposition 28 Arts & Music Grant Annual Report
Purpose:	Vote
Submitted by:	
Related Material:	AnnualReport Prop 28 - Helendale.pdf AnnualReport Prop 28 - Warner.pdf FinalExpenditureReport - Helendale.pdf FinalExpenditureReport - Warner.pdf

BACKGROUND:

Proposition 28, which established the Arts and Music in Schools—Funding Guarantee and Accountability Act, included an annual reporting requirement for local educational agencies (LEAs). As a condition of receiving funds, an LEA must submit a report approved by its local governing board to the California Department of Education (CDE), and the report must be posted on the LEA's website. Per Education Code Section 8820 (g)(4), the report must detail the following:

The type of arts education programs funded

The number of full-time equivalent teachers, classified personnel, and teaching aides

The number of pupils served

The number of school sites providing arts education programs with Proposition 28 funds

At its meeting on March 24, 2024, the Board of Directors approved implementing the Proposition 28 Art and Music in Schools program for the 2026-27 school year.

RECOMMENDATION:

It is recommended the Board of Directors approve the Proposition 28 Art and Music in Schools Annual Report as presented.

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2026-27

Name: Excel Academy Charter

CDS Code: 3667736-0139576

Charter School Number: 2073

Allocation Year: 2025-26, 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

Excel Academy Charter School will create a comprehensive art program that caters to both personalized and virtual students within the school. The art teacher will curate a diverse range of art classes that will be available to all students. Personalized students will have the option to enroll in weekly art classes facilitated by Excel Teacher Led (ETL) instructors. These classes will be scheduled as part of the students' curriculum. Additionally, drop-in art sessions will be organized in various school settings, accommodating both online and in-person participation. For virtual students, a dedicated elective art class will be offered on a weekly basis. This class will be mandatory for all virtual students, ensuring that they have the opportunity to engage in an art education.

2. Number of full-time equivalent teachers (certificated). 1.0

3. Number of full-time equivalent personnel (classified). 0.5

4. Number of full-time equivalent teaching aides. 0.0

5. Number of students served. 821

6. Number of school sites providing arts education. 1

Date of Approval by Governing Board/Body 9/8/2026 12:00:00 AM

Annual Report Data URL

https://dwsbcby9jc8hm.cloudfront.net/sites/1059/comfy/cms/files/140654/files/original/FY26_Helendale_Annual_Report_

Submission Date 9/1/2026 8:04:06 AM

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2026-27

Name: Excel Academy Charter
CDS Code: 3775416-0139386
Charter School Number: 2053
Allocation Year: 2025-26, 2024-25, 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

Excel Academy Charter School will create a comprehensive art program that caters to both personalized and virtual students within the school. The art teacher will curate a diverse range of art classes that will be available to all students. Personalized students will have the option to enroll in weekly art classes facilitated by Excel Teacher Led (ETL) instructors. These classes will be scheduled as part of the students" curriculum. Additionally, drop-in art sessions will be organized in various school settings, accommodating both online and in-person participation. For virtual students, a dedicated elective art class will be offered on a weekly basis. This class will be mandatory for all virtual students, ensuring that they have the opportunity to engage in an art education.

2. Number of full-time equivalent teachers (certificated).	1.0
3. Number of full-time equivalent personnel (classified).	0.5
4. Number of full-time equivalent teaching aides.	0.0
5. Number of students served.	1,163
6. Number of school sites providing arts education.	1
Date of Approval by Governing Board/Body	9/8/2026 12:00:00 AM

Annual Report Data URL

https://dwsbcby9jc8hm.cloudfront.net/sites/1059/comfy/cms/files/140653/files/original/FY25_Warner_Annual_Report_.pdf

Submission Date 9/1/2026 8:06:06 AM

Proposition 28: Arts and Music in Schools Funding

Final Expenditure Report

Fiscal Year 2026-27

Name: Excel Academy Charter

CDS Code: 3667736-0139576

Charter School Number: 2073

Allocation Year: 2023-24

Expenditure Period: July 1, 2023 to June 30, 2026

Allocation Amount	\$81,478
Amount Expended	\$81,478
Amount Unexpended	\$0

Submission Date 9/1/2026 7:44:16 AM

Proposition 28: Arts and Music in Schools Funding

Final Expenditure Report

Fiscal Year 2026-27

Name: Excel Academy Charter

CDS Code: 3775416-0139386

Charter School Number: 2053

Allocation Year: 2023-24

Expenditure Period: July 1, 2023 to June 30, 2026

Allocation Amount	\$147,885
Amount Expended	\$147,885
Amount Unexpended	\$0

Submission Date 9/1/2026 7:46:31 AM

Coversheet

Approval of Vendor Course Instruction (VCI) Providers

Section:	IX. Business/Financial Services
Item:	E. Approval of Vendor Course Instruction (VCI) Providers
Purpose:	Vote
Submitted by:	
Related Material:	VCI Provider Approval.pdf



Item: Vendor Course Instruction (VCI) Provider Approval

Background: VCI Providers are utilized by Excel Academy to provide supplemental curriculum and extracurricular activities for students. Excel Academy completes rigorous verification of these vendors and instructors to ensure they comply with all state and Excel Academy requirements. Listed below are vendors that are expected to provide services of over \$20K across our three schools. We are requesting pre-authorization approval for these vendors to provide services across our three schools.

Fiscal Impact: Up to \$150,000 per vendor

Warner: \$69,000.00

Helendale: \$61,500.00

Orange County: \$19,500.00

- Florida Virtual School
- Terra Arts Foundation
- Writtenburg Door (Nancy Kaser)
- Art of Jiu Jitsu Costa Mesa
- Jr. Reign Hockey
- Brainery Bits
- Joobilo
- Free Society Academics, Inc.
- Olive Tree Education
- Science-2-U
- Red Apple Academy
- Ascent Institute for Youth Skills Development
- New California Conservatory
- K2 Studios
- Ark Academy
- Circle City School Enrichment Program
- LIVE Online Math
- Denise Williams
- Catalina Island Marine Institute
- C3Classes
- My Learning Studio
- Medieval Times USA
- Waterworks Swim School - Riverside
- Peace Love & Dance, LLC
- STEAM Academy
- WM Tutoring Inc.
- Arbor Learning Community
- Music Lessons with Jena
- Nicole Fredericks

Coversheet

Approval of the Stampli Contract (Renewal)

Section: IX. Business/Financial Services
Item: F. Approval of the Stampli Contract (Renewal)
Purpose: Vote
Submitted by:
Related Material: Stampli_2026_Pricing.pdf

BACKGROUND:

Stampli is a cloud-based accounts payable automation platform designed to streamline invoice management. It uses artificial intelligence (AI) and machine learning (ML) to automate invoice processing, coding, and approvals, increasing efficiency and reducing manual workload.

Stampli allows users to receive, process, and approve invoices in a centralized location. Its AI-powered system can automatically extract invoice data, such as vendor information and line item details, and assign the appropriate general ledger codes for faster and more accurate processing. The system also allows for accessible communication and collaboration between departments involved in the invoice approval process and provides a complete audit trail for tracking purposes.

Stampli integrates with various accounting software, such as QuickBooks, NetSuite, and Sage Intacct, seamlessly transferring invoice and payment data. It also offers mobile access, enabling users to manage invoices.

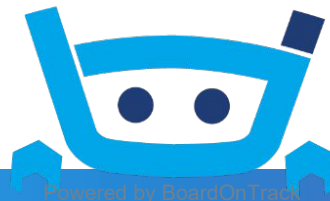
RECOMMENDATION:

It is recommended that the Board of Directors approve the renewal of the Stampli Accounts Payable software services of approximately 50,000.00



Pricing proposal

Excel Academy
May 2026



Included with your plan

Implementation

Deploys in weeks, not months

- Pre-built ERP integration
- Minimal IT involvement
- Stamplic customizes your configuration to adapt to you

Training + support

Driving full & fast adoption

- Unlimited user training
- Business hours support from AP and ERP experts

Customer success

Get ever-increasing value

- Customer Success Manager with an AP/ERP background
- Quarterly business reviews
- Best practices and new ideas



Stampli AP automation + Direct Pay

Monthly pricing

Monthly subscription	\$3,092
AP Automation	\$1,795
Intacct Data Export Fee	\$547
Direct Pay Extension	\$250
Advanced Vendor Management	\$500
Invoice Credits	1,700
Basic Users	Unlimited
Advanced Users	16
Transactional fees	
ACH Payments	\$0.55 each
Check Payments	\$1.55 each



Thank you



Coversheet

Approval of the Sage Intacct Ageement (Renewal)

Section: IX. Business/Financial Services
Item: G. 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 www.sage.com/us/legal/sage-intacct/sla/ .	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
Sage Intacct Services Total:				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
Sage Intacct Planning Total:				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
One-Time and Other Charges Total:				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 Sorrera

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 Additional Chromebooks Purchase

Section: IX. Business/Financial Services
Item: H. 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.



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

Quote 1920

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	\$263,453.53	

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
TOTAL			\$263,453.53

THANK YOU.

Accepted By

Accepted Date



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

Quote 1921

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	\$202,656.56	

ACTIVITY	QTY	RATE	AMOUNT
Lenovo/HP/Acer Chromebook Intel CPU, 8GB RAM, 64GB eMMC, 11.6" Touchscreen	500	342.75	171,375.00T
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
TOTAL			\$202,656.56

THANK YOU.

Accepted By

Accepted Date

Coversheet

Approval of Second Additional Chromebooks Purchase

Section:	IX. Business/Financial Services
Item:	I. Approval of Second Additional Chromebooks Purchase
Purpose:	Vote
Submitted by:	
Related Material:	Chromebooks_Quote.pdf



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

Quote 1973

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	05/06/2026	\$213,319.78	

ACTIVITY	QTY	RATE	AMOUNT
Lenovo Chromebook ARM CPU, 8GB RAM, 64GB eMMC, 11.6" Touch	430	427.00	183,610.00T
Google Chrome Education Upgrade	430	30.00	12,900.00
Chromebook Google Enrollment Integration Services	430	2.00	860.00
CA Recycle Fee	430	4.00	1,720.00
(ARM - 8GB - Touch)			
		SUBTOTAL	199,090.00
		TAX	14,229.78
		TOTAL	\$213,319.78

THANK YOU.

Accepted By

Accepted Date

Coversheet

Approval of the Memorandum of Understanding between Excel Academy-OC and the Orange County Department of Education

Section: X. Charter Affairs
Item: A. Approval of the Memorandum of Understanding between Excel Academy-OC and the Orange County Department of Education
Purpose: Vote
Submitted by:
Related Material: EACS-OCDE MOU.pdf

**AGREEMENT BETWEEN
ORANGE COUNTY BOARD OF EDUCATION AND
EXCEL CHARTER SCHOOLS
FOR THE OPERATION OF EXCEL ACADEMY CHARTER SCHOOL-IRVINE**

This Agreement is made and entered into this 5, August 2026, by and between the Orange County Board of Education (“Board”) and Excel Academy Charter Schools, a nonprofit public benefit corporation operating Excel Academy Charter School-Irvine (hereinafter collectively referred to as “Charter School”). Hereinafter, the Board and Charter School shall be collectively referred to as “the Parties,” and the Board-designated staff of the Orange County Superintendent of Schools (“County Superintendent”) shall be referred to as “OCDE.”

I. INTRODUCTORY PROVISIONS

- A. The Board approved the Charter School’s petition for a five-year period from July 1, 2026, through June 30, 2031.
- B. Charter School will be operated by a nonprofit public benefit corporation, formed and organized pursuant to the Nonprofit Public Benefit Corporation Law (Corp. Code section 5110 et seq.). Excel Academy Charter Schools is the California nonprofit public benefit corporation operating the Charter School. Charter School shall ensure that at all times throughout the term of its charter, the terms and conditions of any agreement between Charter School and a third party, as well as the Articles of Incorporation and Bylaws of Excel Academy Charter Schools as they pertain to Charter School are and remain consistent with the Charter Schools Act, all applicable laws and regulations, provisions of the charter, and this Agreement. Charter School will notify OCDE of any amendments or modifications to the nonprofit public benefit corporation’s articles of incorporation within ten (10) business days of the change. Amendments or modifications to the bylaws may require approval by the Board as a material revision to the petition.
- C. The purpose of this Agreement is to set forth the responsibilities of the Parties with respect to the operational relationship between Charter School, the Board, and OCDE; to address those matters that require clarification; and to outline the Parties’ agreements governing their respective fiscal and administrative responsibilities and their legal relationships. To the extent this Agreement contains terms inconsistent with the terms of the charter approved on August 5, 2026, the terms of this Agreement shall control.

II. TERM OF AGREEMENT

- A. This Agreement is effective from the date upon which it is approved by the governing boards of each Party for the term of the charter, shall be reviewed at least annually, and may be amended at any time with written mutual agreement of the Parties.

- B. The approved Agreement continues in existence until Charter School voluntarily closes or its charter is non-renewed or revoked, and closure procedures are completed, as determined by the Board and Charter School, after which the Agreement automatically expires. This Agreement is subject to termination during the charter term or during any subsequent renewal as specified by law or as otherwise set forth in this Agreement.
- C. Charter School may seek renewal of its charter by submitting a renewal request to the Board prior to the expiration of the term of the charter, and the Board will evaluate and decide on the renewal request in accordance with Education Code sections 47607, 47607.2, and 47605, and their implementing regulations. Charter School will submit its renewal petition for the new charter term to OCDE no sooner than September 1 and no later than March 1 of the final school year for which Charter School is authorized to operate.

III. FULFILLING CHARTER TERMS

A. Governance

- 1. Charter School acknowledges and agrees it shall comply with the Public Records Act, the Political Reform Act, the Ralph M. Brown Act, Government Code section 1090 et seq. as set forth in Education Code section 47604.1, and all applicable laws and regulations as they may be amended or added during the term of the charter, including all conflict of interest laws, federal and state nondiscrimination laws, and prohibitions against unauthorized student fees.
- 2. Charter School, the Board and OCDE are separate legal entities. OCDE is not the chartering authority and shall not be liable for the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by Charter School. The Board, as the chartering authority, shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors, or omissions by the charter school in accordance with Education Code section 47604(d).
- 3. Within ten (10) business days of Charter School board meetings, including special and emergency board meetings, Charter School shall provide OCDE with a complete audio recording of the meeting and all materials provided to the governing board by its administration, contractors, or the public including approved previous meeting minutes, except for confidential communications as defined in Evidence Code section 952 and Government Code section 54963. Charter School will update OCDE of any changes to the Charter School board calendar within ten (10) business days.
- 4. Charter School will provide Brown Act and ethics training pursuant to Government Code section 53232 et seq. to its governing board members and administrative staff within six months of taking office or becoming employed, and on-going training as required by law. Charter School will certify that the training has been provided to the specified individuals.

B. Educational Program

1. Independent Study: Any independent study program operated by Charter School shall comply with all applicable laws and regulations regarding independent study.
2. Family Educational Rights and Privacy Act (“FERPA”): Charter School, its officers and employees will comply with FERPA and the California Education Code sections related to student information protection at all times. Charter School will authorize OCDE to access educational records maintained by Charter School, in accordance with FERPA, and provide notice of such in Charter School policies and Parent/Student Handbook.
3. Sound Educational Program: Charter School shall maintain courses of study, curriculum and teaching methods fully compliant with state and federal law. Such compliance includes, but is not limited to, requiring adherence to all applicable anti-discrimination laws, including, but not limited to, Title VI of the Civil Right Act of 1964, and preventing or rescinding federal funding for LEAs which support gender ideology or discriminatory equity ideology (“DEI”) in K-12 curriculum, instruction, programs or activities. Children attending Charter School shall not: (1) be compelled to adopt identities as either victims or oppressors solely based on their skin color and other immutable characteristics; (2) be made to question whether they were born in the wrong body and whether to view their parents and their reality as enemies to be blamed; (3) be imprinted with anti-American, subversive, harmful and false ideologies such as, but not limited to, Critical Race Theory; and, (4) be assisted, encouraged or facilitated in any gender transition plan without parental consent. Charter School shall review and approve all individual teacher curriculum class materials provided to students before such materials are distributed.

C. Fiscal Operations

1. Charter School will be directly funded in accordance with Chapter 6 (commencing with Section 47630) of Division 4 of Title 2 of the Education Code. The Parties recognize the authority of Charter School to pursue additional sources of funding.
2. The Parties agree that OCDE is not responsible to provide funding in lieu of property taxes to Charter School.
3. Charter School shall comply with Generally Accepted Accounting Principles (“GAAP”) applicable to public school finance and fiscal management.
4. Charter School shall adopt accounting policies and practices that establish separate accounts and/or sub-accounts for each affiliated charter school. The expenses attributable to each charter school shall be paid only from the account or sub-account of that charter school. Invoices, purchase orders, and other appropriate documentation shall be maintained by Charter School and shall be deemed to be public records subject to disclosure to OCDE upon request.

- a) Each year Charter School shall make all records relating to the expenses of all affiliated charter schools available to OCDE and Charter School's auditor for review and audit to ensure that all expenses are appropriately allocated. In addition, Charter School shall promptly respond as required by Education Code section 47604.3.
 - b) Each year Charter School shall provide documentation identifying all affiliated charter schools and all related parties operated or otherwise controlled by the same nonprofit public benefit corporation.
 - c) Charter School may temporarily loan funds between schools that it operates pursuant to a resolution approved by its Board of Directors that specifies the duration and interest rate of the loan and understands and agrees to provide access to records of Charter School and its affiliated charter schools, upon request from OCDE in accordance with Education Code section 47604.3.
5. Charter School shall establish a fiscal plan for repayment of any loans received by and/or on behalf of Charter School. It is agreed that OCDE shall receive written notice of all loans received by the Charter School, and repayment of loans shall be the sole responsibility of Charter School.
 6. Charter School will use all revenue received from the state and federal sources only for the educational services specified in the charter and this Agreement for the students enrolled and attending Charter School. Other sources of funding must be used in accordance with applicable state and federal statutes and the terms or conditions, if any, of any grant or donation.

D. Fiscal Agent

1. The Parties agree that neither the Board nor OCDE shall act as fiscal agent for Charter School. It is agreed that Charter School shall be solely responsible for all fiscal services such as payroll, purchasing, attendance reporting, and completion and submission of state budget forms but may contract with OCDE for such services by way of a separate written contract.
2. Charter School is responsible for establishing the appropriate funds or accounts in the Orange County Treasury for Charter School and for making the necessary arrangements for Charter School's participation in the State Teachers' Retirement System ("CalSTRS"), the Public Employees' Retirement System ("CalPERS"), or Social Security. Nothing in this paragraph shall be interpreted to mean that Charter School must maintain all funds in the County Treasury. If funds are not maintained in the County Treasury, they must be deposited with a federally insured commercial bank or credit union.
 - a) OCDE will only withdraw funds from the Orange County Treasury to a charter school-owned bank account. Bank account name must match the charter school name or a Doing Business As ("DBA") reference. No fund transfers will be made to a third party.

- b) Orange County Treasury withdrawals will take place two (2) times per month. The first withdrawal will take place on the 10th day of each month, and the second withdrawal will take place at the end of each month.
- c) Charter School's Orange County Treasury account will maintain a minimum balance that is sufficient to cover one (1) month of CalSTRS and CalPERS retirement contributions if participating in CalSTRS or CalPERS.

E. Student Attendance Accounting and Reporting

Charter School shall utilize commercially available attendance accounting software.

F. Oversight Fees

1. Charter School will be charged an annual oversight fee not to exceed one percent (1%) of the revenue received by Charter School in accordance with Education Code section 47613. The oversight fee will be calculated on the LCFF base grant, supplemental grant and concentration grant funding provided at the First Principal Apportionment (P-1). The amount will be calculated in April of each year based upon first principal apportionment (P-1) data for ninety-five percent (95%) of the estimated total. The calculation will also include an adjustment for the preceding year based upon final revenue for that year.
2. Payment Schedule: Charter School shall pay to County Superintendent its actual oversight costs not to exceed one percent (1%) of the LCFF base grant, supplemental grant, and concentration grant revenue received by Charter School ("Oversight Fee") in two (2) equal payments during each Fiscal Year: (1) fifty percent (50%) on or about January 15; and (2) the remaining fifty percent (50%) plus any necessary adjustment on or about June 15.

County Superintendent shall invoice Charter School for the Oversight Fee that is due, and Charter School shall remit payment within thirty (30) days of receipt of the invoice, or thirty-two (32) days from the invoice date. If payment is not received within that timeframe, Charter School hereby authorizes the County Superintendent to transfer the unpaid amount from Charter School's Treasury account to the County Superintendent's account.

G. Insurance and Liability

1. Charter School will provide certificates of insurance coverage to OCDE prior to opening and annually thereafter. The certificates shall indicate that the Board, County Superintendent, and OCDE are endorsed as additional insured under the coverage and shall include a provision that the coverage will be primary and will not participate with any valid and collectible insurance or program of self-insurance carried or maintained by the Board, County Superintendent or OCDE. Exhibit A, Insurance Coverage and Policies indicate the minimum insurance requirements and is incorporated by reference herein. Charter School shall forward any written notice to OCDE within three (3) business days of any modification, change or cancellation of any of the above insurance coverage. It is expressly understood that the

coverage and limits referenced herein shall not in any way limit the liability of Charter School. In addition, Charter School shall assure that its vendors have adequate insurance coverage for the goods and/or services provided to Charter School to protect the interests of Charter School as well as OCDE, the Board and the County Superintendent.

2. Charter School shall hold harmless, defend, and indemnify the Board, the County Superintendent, and OCDE, its officers, agents, and employees from every liability, claim, or demand (including settlement costs and reasonable attorneys' fees) which may be made by reason of: (1) any injury to volunteers; and (2) any injury to person or property sustained by any person, firm or Charter School related to any act, neglect, default or omission of Charter School, its officers, employees or agents, including any claims for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors. In cases of such liabilities, claims or demands, Charter School, at its own expense and risk, shall defend all legal proceedings which may be brought against it and/or the Board, the County Superintendent or OCDE, its officers and employees, and satisfy any resulting judgments that may be rendered against any of them. Notwithstanding the foregoing: (a) any settlement requiring the Board, the County Superintendent or OCDE to admit liability or to pay any money will require the prior written consent of the Board, the County Superintendent or OCDE, as applicable; and (b) the Board, County Superintendent and/or OCDE may join in the defense with its counsel at its own expense.
3. Charter School understands and agrees that its employees, contractors, subcontractors and agents shall not be considered officers, employees or agents of the Board, the County Superintendent or OCDE, and are not entitled to benefits of any kind or nature normally provided to OCDE employees. Charter School further assumes the full responsibility for acts and/or omissions of its employees, agents or contractors as they relate to the services to be provided under the charter and this Agreement. Charter School shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance (as applicable), social security and income tax withholding with respect to employees of Charter School.
4. Required Disclosures: Charter School shall notify OCDE in writing within three (3) business days of any known pending or actual litigation and/or formal claim from any party or notice of potential criminal infraction, criminal or civil action against Charter School or any employee, or request for information by any governmental agency to the extent permitted by law. Charter School acknowledges and agrees it shall comply with all applicable laws and regulations as may be amended or added during the term of the charter.

H. Human Resources

CalSTRS and CalPERS Reporting Requirements: Charter School shall accept and assume sole financial responsibility for any and all CalSTRS and CalPERS reporting fines and penalties, including any and all financial consequences from the implementation of regulations, or any other

action, that renders employees of Charter School ineligible to participate in a governmental defined-benefit retirement plan.

I. Contracts

1. Charter School shall not have the authority to enter into a contract that would bind the Board, County Superintendent and/or OCDE, nor to extend the credit of the Board, County Superintendent and/or OCDE to any third person or Party. Charter School shall clearly indicate in writing to vendors and other entities with which or with whom Charter School enters into an agreement or contract that the obligations of Charter School under such agreement or contract are solely the responsibility of Charter School and are not the responsibility of the Board, County Superintendent and/or OCDE.
2. Charter School shall ensure that all contracts for goods and services comply with bidding requirements tied to receipt of any state, federal, local or grant funds that require compliance with bidding that is more stringent or purchasing requirements. Additionally, records and information regarding implementation of the contract will be provided to OCDE in accordance with Education Code section 47604.3.
3. Charter School will make every effort to ensure that vendors comply with all reasonable inquiries by OCDE for records and information related to this contract.
4. Charter/Education Management Organization (C/EMO) Contracts:

Entering into or substantively revising a contract with an Educational Charter Management Organization (E/CMO) shall be presented to the Board for approval as a material revision to the charter.

Charter School shall ensure the following for any C/EMO contract:

- a) Require that any C/EMO contract (or revision to an agreement) that is entered into be in compliance with state and federal law and the charter and includes language that:
 - i. None of the principals of either the C/EMO or Charter School has conflicts of interest.
 - ii. C/EMO shall comply with Education Code section 47604.3 and the California Public Records Act, Government Code section 7920.000 et seq.
 - iii. Any provision of the agreement that is in violation of state or federal law or the charter is void.
- b) Upon approval by Charter School board, Charter School shall provide OCDE a copy of the following:
 - i. C/EMO agreement (or revision to an agreement).
 - ii. Evidence that the C/EMO is a nonprofit public benefit corporation.

- iii. A description of the C/EMO's roles and responsibilities for the management of Charter School and the internal controls that will be put in place to guide the relationship.
- iv. A list of other schools managed by the C/EMO.
- v. A list of and background on the C/EMO's leaders and board of directors.

J. Facilities Agreement

1. Prior to opening, Charter School will provide a written signed agreement, lease or other similar document indicating Charter School's right to use the principal school site identified in the charter, and any ancillary facilities identified by Charter School, for that school year unless Charter School has previously provided a long-term lease that includes the school year at issue, and evidence that the facility will be adequate for Charter School's needs.
2. A pre-opening site visit shall be conducted by OCDE prior to the opening of Charter School. Once open, Charter School must request a material revision to the charter petition in order to change facilities. Following an approved revision to the charter, OCDE will conduct, without unreasonable delay, a site visit of a new or changed Charter School facility prior to students attending the new facilities. Under extraordinary circumstances (e.g., a change of facilities necessitated by fire, natural disaster or inhabitability), the Parties may waive the pre-opening site visit.

K. Zoning and Occupancy

1. Charter School shall provide OCDE with a Certificate of Occupancy issued by the applicable permitting agency, allowing Charter School to use and occupy the site prior to opening, unless Charter School is located at a public school site provided pursuant to Proposition 39 or other facilities use agreement with a school district. In lieu of the zoning certification, Charter School can provide OCDE with evidence that zoning ordinances have been overridden by the school district in which the facility is located or by another entity authorized to override zoning ordinances pursuant to current or then applicable state law. The facility must meet all applicable health and fire code requirements, zoning laws, and Americans with Disabilities Act ("ADA") requirements for a K-12 public school.
2. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to OCDE for each facility before the school is scheduled to open or operate in the facility or facilities. If Charter School ever seeks facilities from a school district in which it intends to locate (or is located) under Education Code section 47614 (Proposition 39), it will follow applicable statutes and regulations regarding submission of such a request to the school district.
3. Notwithstanding any language to the contrary in this charter, the interpretation, application and enforcement of this provision are not subject to the Dispute Resolution Process outlined

in the charter. The Parties agree that should a dispute arise under this section, they will meet to attempt to resolve any concerns within ten (10) calendar days of the dispute.

L. Dispute Resolution

The Parties acknowledge and agree that in addition to the provisions of the charter, dispute resolution procedures shall be consistent with applicable laws and regulations, including Education Code section 47607(g). The staff and governing board members of Charter School agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between OCDE and Charter School, except any controversy or claim that is in any way related to revocation of this Charter School, pursuant to the terms of the dispute resolution procedures in the charter.

IV. MATERIAL REVISIONS

Modifications of the approved charter must be in writing and submitted to OCDE for review and determination as to whether such amendments must be submitted to the Board as a material revision to the charter. Such amendments may only be submitted to the Board upon the approval of Charter School's board and will take effect only if approved by the Board.

V. SEVERABILITY

If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy or statute, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

VI. NON-ASSIGNMENT

No portion of this Agreement or the Charter petition approved by the Board may be assigned to another entity without the prior written approval of the Board.

VII. WAIVER

A waiver of any provision or term of this Agreement must be in writing and signed by both Parties. Any such waiver shall not constitute a waiver of any other provision of this Agreement. All Parties agree that neither Party to this Agreement waives any of the rights, responsibilities and privileges established by the Charter Schools Act of 1992.

VIII. NONDISCRIMINATION

The Parties recognize and agree that in addition to complying with all nondiscrimination requirements of the Charter Schools Act, including agreement that Charter School shall not charge tuition, shall be nonsectarian, and pursuant to Education Code section 200 et seq., Charter School shall be open to all students. In addition to these nondiscrimination provisions, Charter School shall not discriminate against applicants or employees on the basis of any characteristics or categories protected by state

or federal law. Charter School acknowledges and agrees that it shall comply with all applicable federal and state nondiscrimination laws and regulations as they may be amended.

IX. COMPLAINT PROCEDURES

Charter School shall adopt Uniform Complaint Procedures in accordance with California law. Furthermore, Charter school shall adopt and maintain policies and procedures to address parent and student concerns and/or complaints. Uniform Complaint Procedures and parent/student complaint procedures shall be communicated to parents and students annually in a format to be determined by Charter School.

X. NOTIFICATION

All notices, requests and other communications under this Agreement shall be in writing and mailed to the proper addresses as follows:

To OCDE at:

Renee Hendrick, Deputy Superintendent Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92626-5922

To Excel Academy Charter Schools at:

Heidi Gasca, Superintendent/CEO
Excel Academy Charter School - Irvine
1 Technology Drive
Irvine, CA 92618

XI. INTEGRATION

This Agreement contains the entire Agreement of the Parties with respect to the matters covered hereby and supersedes any oral or written understandings or agreements between the Parties with respect to the subject matter of this Agreement. No person or Party is authorized to make any representations or warranties except as set forth herein, and no Agreement, statement, representation or promise by any party hereto which is not contained herein shall be valid or binding. The undersigned acknowledges that she/he has not relied upon any warranties, representations, statements or promises by any of the Parties herein or any of their agents or consultants except as may be expressly set forth in this Agreement. The Parties further recognize that this Agreement shall only be modified in writing by the mutual agreement of the Parties.

XII. ORDER OF PRECEDENCE

The Parties further acknowledge and agree that, unless otherwise noted in this Agreement, any inconsistency in the charter shall be resolved by giving precedence in the following order:

1. This Agreement

2. Documents incorporated by reference to the Agreement, including Exhibit A
3. The Charter, as approved by the Board
4. The bylaws and articles of incorporation of the nonprofit public benefit corporation operating as the Charter School

For Charter School

Date: _____

Name: _____

Title: _____

Signature: _____

For the Board

Date: _____

Name: _____

Title: _____

Signature: _____

Coversheet

Approval of Instructure Learning Platform - Canvas

Section: XI. Educational Services
Item: A. Approval of Instructure Learning Platform - Canvas
Purpose: Vote
Submitted by:
Related Material: Canvas_Agreement.pdf

BACKGROUND:

Instructure Learning Platform - Canvas is a web-based Learning Management System used by K–12 schools and higher education institutions to organize instruction, manage coursework, and streamline communication between teachers, students, and families. It serves as a central digital hub for assignments, grading, feedback, curriculum resources, and classroom communication. Teachers and families will be impacted by this change. We will use Canvas for virtual K-12 courses for the 2026-27 school year.

One-time implementation fee: \$55,360

Annual user license fee (2k users): \$31,600



Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, UT 84121
United States

Order Form

Order: Q-514905-2

Date: 2025-11-17

Order Valid Through: 2025-12-31

Order Form for Excel Academy

Bill to Information

Entity Name: Excel Academy
Address: 1 TECHNOLOGY DR STE I811
City: IRVINE
State/Province: California
Zip/Postal Code: 92618
Country: United States

Billing Contact**Name:****Email:****Phone:**Ship to Information

Entity Name: Excel Academy
Address: 1 TECHNOLOGY DR STE I811
City: IRVINE
State/Province: California
Zip/Postal Code: 92618
Country: United States

Shipping Contact**Name:** Jenn Sheehey**Email:** jsheehey@excelacademy.education**Phone:** +1 951 378 6843Billing Information**Billing Frequency:** Annual Upfront

Billing Frequency Term: Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S31	Early Access Fee	2026-01-01	2026-06-30	Non-Recurring	Per Month	6	USD 0.00	USD 0.00
S9	Instructure Learning Platform - Implementation	2026-07-01		Non-Recurring	Per Implementation	1	USD 55,360.00	USD 55,360.00
S1	Instructure Learning Platform	2026-07-01	2027-06-30	Recurring	User	1	USD 31,600.00	USD 31,600.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 31,600.00	USD 55,360.00	USD 86,960.00
Total	USD 31,600.00	USD 55,360.00	USD 86,960.00

Reference	Products	Description
S8	Instructure Learning Platform	Included in your Instructure Learning Platform Bundle: Canvas LMS Subscription Canvas Studio Subscription Impact Subscription Canvas 24x7 Tier 1 Support (Faculty Only) Training Portal Standard
S9	Instructure Learning Platform - Implementation	Included in your Instructure Learning Platform Implementation Bundle: Canvas Implementation Standard Tier 1 Support Setup Studio Implementation Impact Implementation

Products	Description	Qty
Canvas LMS Standard Implementation Bundle		1.00

Canvas LMS - K-12 Standard Implementation	As prescribed by your purchased implementation package, your implementation will include the following: • Access to Canvas LMS consultants to guide your project, perform some tasks, and answer questions. • One Canvas LMS instance • Access to API information, guides, public courses, and best practice documentation.	2,000.00
Canvas Academic Virtual Training (NORAM)	One session of personalized virtual (remote) training of up to 90 minutes for 50 participants with a primary focus on Canvas Academic, which may be combined with content from other Instructure products (time allowing). Asynchronous options may be requested if live training is not possible or desired. Scheduling and usage of training services are subject to consultant availability and capacity. A ten (10) business day advance notice is required to cancel or reschedule virtual training sessions. Working hours are limited to Instructure normal operating business hours including company holidays.	6.00
Canvas LMS Instance Configuration	Creation and access to one (1) Canvas LMS Instance for up to five (5) of your chosen administrators. This instance will be configured with a "institutionname.instructure.com" URL based on requested URL availability.	1.00
Standard Project Management	• Canvas LMS consultants will be assigned for the duration of your implementation project (i.e., 10-12 weeks, but can extend up to 24 weeks, if requested, to accommodate your needs) to give you targeted, one-on-one guidance and ensure your success. • Project will be managed using a shared project plan, which outlines all implementation tasks, assignments, and timelines. • Regular project check-in calls with your consultants provide best-practice advice, processes, and Q&A. • All project management will be performed remotely.	1.00
Standard Data Provisioning / Technical Consulting for Canvas LMS Instance	One-on-one data provisioning support to get your user data into Canvas LMS, through one of the following methods: manual creation, CSV import, or SIS integration. Access to API documentation and Community guides will be provided. Excludes API-related coding/development. • Manual provisioning and CSV imports are configured and tested by you with basic guidance from your Canvas LMS consultants; your consultants and you will both perform tasks to establish SFTP access (if desired) or perform SIS integration (including grade pass back). Instructure will assist with one test using production data; additional testing or test environments require purchase of additional technical consulting hours.	1.00
Strategic Consulting - Remote Consultation (Hourly)	Hourly remote consultation with a member of our Strategic Services team. Time spent will be tracked and reported to the client and may include contact time via phone or web conference or time spent preparing requested materials or deliverables. Strategic services will provide a recommended plan for the consultation time, and customizations can be made based on client specific needs. Services that may be delivered include: • Interactive webinars on a variety of topics addressing rollout strategy and adoption best practices • Review and feedback of client's vision and goals • Review and feedback of client's strategic or change management plans • Consultation and guidance in development of a client change management strategy • Consultation and coaching on product adoption strategies and user buy-in • Guidance with Instructure products through institution initiatives • Planning templates, customizable frameworks, and resources that support planning or help with the connection between Instructure products and institution instructional frameworks and pedagogy Scheduling and usage of consulting services are subject to consultant availability and capacity. Consultant assigned to work will be selected based on scheduling need and available capacity. Working hours are limited to Instructure normal operating business hours including company holidays.	30.00
Canvas Certified Technical Administrator Certification Bundle		1.00
Canvas Certified Technical Administrator Certification Program	One enrollment in a series of 3 online courses to complete the Canvas Certified Technical Administrator program. Once a named participant has enrolled in and begun the first course in the program, the named participant may not be swapped for a different named participant. Delivery of the Canvas Certified Technical Administrator program is only available in English. Institutions who purchase at least 1 Canvas Certified Technical Admin seat and a quantity of Canvas Certified Educator seats equal to or greater than 10% of their faculty (10 seat minimum) will receive Canvas Certified Institution designation. Canvas Certified Institution designation is valid for two years. For details on the Canvas Certified Institution please see https://docs.google.com/document/d/1Z1HudS9yQXiZ9CnWDnJ9RJ2MAui-QgUtQ_humsj2VWU/preview#heading=h.va6eb3bwsku8	1.00
Canvas Certified Technical Administrator Support Benefit	Upon completion of a Canvas Certified Technical Administrator program, a named field admin will have the option to have their support tickets routed to second level support upon submission, bypassing tier 1 support. Access to the support benefit is only available for the field administrators who have completed the Canvas Certified Technical Administrator program and/or recertified and is only available while the field admin works at the institution that has purchased this benefit. Support benefit is not transferrable to other institutions or other field administrators. Customer must have an active subscription to Canvas in order to access and utilize the Canvas Certified Technical Administrator Support Benefit. Any unused services that remain after Customer's Canvas subscription has lapsed are non-refundable.	1.00

Instructional Design - Remote Consultation (Hourly)	Hourly remote consultation with members of our Instructional Design Team. Time spent will be tracked and reported to the client and may include contact time via phone, email, or web conference or time spent preparing requested materials or deliverables. Services that may be delivered include: course reviews, course enhancements, course building, design coaching, and consultation around design projects that support institution goals. Scheduling and usage of consulting services are subject to consultant availability and capacity. Consultant assigned to work will be selected based on scheduling need and available capacity. Working hours are limited to Instructure normal operating business hours including company holidays.	150.00
Canvas LMS - Tier 1 Support Setup	One-time fee for Tier 1 Support	1.00
Canvas Studio Standard Implementation		1.00
Canvas Studio Implementation	Implementation will include the following: Creation of Canvas Studio Instance Integration with Canvas LMS via LTI Admin creation	1.00
Canvas Studio - On Demand Training	One year of unlimited access to On Demand training content on Canvas Studio.	1.00
Impact Standard Implementation		1.00
Impact Instance Setup	Setup of one Impact instance	1.00
Impact Online Consulting	Impact consultants will provide Customer's Impact users with online consultation for a maximum of five (5) expert users per consultation. Consultations will be divided into the following sessions: -one(1) session of one(1) hour for Implementation Kickoff -two(2) sessions of one(1) hour for Impact Admin and Insights training, and Impact Support Center Overview - one(1) session of one(1) hour for use case planning workshop -two(2) sessions of (1) hour for use case development -one(1) session of one(1) hour for use case and implementation review/go-live. Project management and session planning are included and will not exceed 5 hours.	1.00
Impact Technical Configuration	Customer's SaaS environment (Production & Beta) set up and configuration, including support centre routing and activation at go-live date. The Implementation will be limited to configuration in one(1) instance of the customer's designated learning platform. Implementing Impact tools for future changes to the learning platform or additional instances will result in additional service fees. In such circumstances, it is the customer's responsibility to verify the compatibility of Impact tools with the new learning platform.	1.00
Impact Virtual Training Session	Remote personalized Impact training session for up to 90 minutes.	1.00
Early Access Fee	This is a fee assessed to provide time in the instance to play and create before the subscription term begins. No teaching shall be done during this period.	6.00
Instructure Learning Platform - Implementation		1.00
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per User	2,000.00
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$4,500 USD)	1.00
Training Portal Standard - Core + Advanced On-Demand Content	Unlimited access to core and advanced on-demand training content for teachers and admins through the Training Portal.	2,000.00
Canvas Studio Cloud Subscription	Canvas Studio Cloud Subscription: Per User	2,000.00
Impact Cloud Subscription	Impact - K-12 Subscription (User)	2,000.00

Quote Special Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of **5%** unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

User Clause: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

User Typical Use Clause: In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Non-Recurring Expiration: Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here:

<https://www.instructure.com/policies/mastertermsconditions>

Data Processing Addendum: The data processing addendum between the parties is available at: <https://www.instructure.com/policies/data-processing-addendum>

Conflict Clause: In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Product Supplement Terms: Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Excel Academy

Signature: _____

Name: _____

Title: _____

Date: _____

Instructure, Inc. (USA/CAN)

Signature: _____

Name: _____

Title: _____

Date: _____

Coversheet

Approval of 1st Day School Supplies Boxes for 2026-2027

Section: XI. Educational Services
Item: B. Approval of 1st Day School Supplies Boxes for 2026-2027
Purpose: Vote
Submitted by:
Related Material: 1st Day School Supplies Updated Invoice.pdf

BACKGROUND:

Excel Academy seeks to optimize the distribution of educational materials for the TK-8 Virtual Pathway. This partnership is essential to:

- **Streamline Operations:** Package curriculum and essential supplies into a single delivery system shipped directly to families.
- **Ensure Instructional Readiness:** Guarantee that all students receive necessary materials without delay to prevent any disruption in learning.
- **Support Personalized Learning:** Utilize classroom boxes specifically curated by TK-8 Virtual Pathway teachers to match grade-level requirements.

This strategic investment ensures reliable access to instructional materials for students in grades TK-8:

- **Customized Grade-Level Kits:** Procurement of 465 personalized kits tailored to the specific curriculum needs of each grade level from Transitional Kindergarten through 8th Grade.
- **Direct-to-Family Logistics:** Comprehensive packaging and shipping services to ensure materials reach virtual students efficiently.
- **Teacher-Curated Resources:** Delivery of specific classroom tools identified by faculty as critical for academic success in a virtual environment.

RECOMMENDATION:

It is recommended that the Board of Directors approve the purchase of curated curriculum and school supply kits from **1st Day School Supplies** for the 2026-2027 school year at a total cost of **\$78,490.35**



1st Day School Supplies, LLC

[Download invoice](#)

Invoice #5652

**\$72,623.62**

Issued: Apr 30, 2026

1st Day School Supplies, LLC

cmeadows@1stDaySchoolSupplies.

2659 Center Road, Hinckley, OH
44233, UNITED STATES

Overdue

Bill to

js*****@excelacademy.education

Note from seller

Thank you for your business! As a family-owned company, we are grateful!

Items****TRANSITIONAL KINDERGARTEN** **\$1,956.81**
19 x \$102.99***KINDERGARTEN** **\$6,687.62**
38 x \$175.99**Amount due** **\$72,623.62****Pay with:**Pay with PayPal to get [Buyer Protection](#) on eligible purchases.**paypal****Other ways to pay:**I understand that my data will be subject to the PayPal [Privacy Statement](#).

If you accept cookies, we'll use them to improve and customize your experience and enable our partners to show you personalized PayPal ads when you visit other sites. [Manage cookies and learn more](#)



Accept

Decline

26 x \$186.99

If you don't recognize this invoice, report it. PayPal would never use an invoice or a money request to ask you for your account credentials.

3RD\$6,641.59

41 x \$161.99

4TH\$10,334.47

53 x \$194.99

5TH\$8,231.58

42 x \$195.99

6TH\$8,131.24

76 x \$106.99

7TH\$9,399.50

50 x \$187.99

8TH\$7,349.50

50 x \$146.99

Subtotal\$72,623.62

Total\$72,623.62

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Coversheet

Approval of Bright Thinker Service Licenses (Renewal)

Section: XI. Educational Services
Item: C. Approval of Bright Thinker Service Licenses (Renewal)
Purpose: Vote
Submitted by:
Related Material: Bright_Thinker_26_27_(1).pdf

BACKGROUND:

Bright Thinker curriculum has supported the continued expansion of Excel Academy's course offerings over the past six years, enabling the development of a broader catalog of courses for students. The platform delivers standards-aligned, A-G– and NCAA-approved curriculum through an asynchronous model, allowing students to access content flexibly while learning at their own pace. Bright Thinker's courses are structured with consistent pacing and built-in instructional support, making them accessible to a wide range of learners. The curriculum includes integrated assessments and instructional materials that support student progress monitoring and mastery of course standards. Additionally, the platform allows for robust editing by Excel teachers, a unique and valuable feature that offers a level of customization not commonly available in many online curriculum platforms.



ORDER FORM

PO Box 292632
Lewisville, TX 75029
Phone 469-464-5420
EIN #85-1398467

ORDER #: **SQ-1898**
DATE: **03/16/2026**

BILL TO: Excel Academy
100 E. San Marcos Blvd.
suite 130
san marcos, ca 92069

QUANTITY	PRODUUCT	UNIT PRICE	LINE TOTAL
1	Premium Professional Development	\$1,500.00	\$1,500.00
400	Student License - 1 Year	\$215.00	\$86,000.00
		Subtotal	\$87,500.00
		Sales Tax	\$0.00
		Total	\$87,500.00

- Notes
1. This is a proposal for the 26/27 school year for Digital Student Licenses at the rate of \$215 per student for 400 students which includes Busy Bee Intelligent Companion and Essay Grader.
 2. Print is available for K-2 \$150 and 3-12 will be \$115 per course, per student plus tax, shipping and handling.
 3. Drop Shipping is available for delivery to families' homes.
 4. PD will include implementation/ training of admin, training of up to 15 teachers and continued support throughout the year.
 5. Student Licenses are not transferable. Once a student is enrolled, the enrollment counts toward your total Student License amount. Bright Thinker conducts True Ups each November and March, and an invoice will be sent for any students enrolled over the contract amount. There is no charge for parent or teacher usage.
 7. Student Licenses run yearly with your school calendar and expire after your last day of summer school or 7/30, whichever is earlier.

Signature:

Please Send Invoices to:

Signature _____ Date: _____ Name _____
Title _____ Date: _____ Email _____

Bright Thinker Contact

Name _____ Signature _____ Date: _____

TERMS AND CONDITIONS

Execution of this Order Form shall bind the signatories below (the "Parties") to the BRIGHTTHINKERTM License Agreement and the BRIGHTTHINKERTM Privacy Policy, the terms and conditions of which are located at <https://brighthinker.com/legal-disclosures/>, as may be amended, supplemented, or changed from time to time without notice. In the event of a conflict, the provisions of the BRIGHTTHINKERTM License Agreement shall supersede the Order Form or the BRIGHTTHINKERTM Privacy Policy.

Coversheet

Approval of FlexPoint Education Cloud (Renewal)

Section: XI. Educational Services
Item: D. Approval of FlexPoint Education Cloud (Renewal)
Purpose: Vote
Submitted by:
Related Material:
Excel_Academy__CA__-_Remaining_2026-2027_Licenses_-_Q-04950.pdf

BACKGROUND:

Excel Academy utilizes FlexPoint as the primary digital instructional platform for the TK-8 Virtual Pathway. This strategic investment is necessary to:

- **Centralize Instruction:** Establish FlexPoint as the sole digital curriculum for the Virtual Pathway to ensure academic consistency across all grade levels.
- **Support Comprehensive Learning:** Provide students with a single license that grants full access to all grade-level subjects.
- **Enhance Teacher Efficiency:** Supply Virtual Pathway teachers with a unified digital toolset to streamline lesson delivery and student monitoring.

This procurement provides the essential digital infrastructure for virtual instruction:

- **350 Student Licenses:** Full digital access for students in grades TK-8 for the duration of the 26-27 school year.
- **Comprehensive Subject Access:** Each license includes the complete suite of grade-level curriculum materials required for core academic subjects.
- **Virtual Pathway Integration:** Direct support for teachers and students through a secure, reliable digital learning environment.

RECOMMENDATION:

It is recommended that the Board of Directors approve the purchase of student licenses from FlexPoint for the 2026-2027 school year at a total cost of **\$60,532.50**.



FlexPoint® is a registered trademark of Florida Virtual School.

QUOTE

This is not an invoice

Florida Virtual School
5422 Carrier Drive, Suite 201
Orlando, Florida 32819

Remit To:
Florida Virtual School
P.O. Box 737413
Dallas, TX 75373-7413

Prepared by:
Erin Baldwin
rbaldwin@flexpointeducation.com
(407) 212-2994

Prepared for:
Jenn Sheehey
jsheehey@excelacademy.education
1

Created Date: 04/27/2026
Expiration Date: 06/30/2026
Quote Number: Q-04950

Customer Information:
Excel Academy (CA)
1 Technology Drive Suite i-811
Irvine, California 92618

Product	Quantity	Unit Price	Total Price	Line Description
Client Hosted Per Student License	350	\$172.95	\$60,532.50	Additional licenses for 2026-2027

Grand Total	\$60,532.50
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Please make Purchase Order out to Florida Virtual School and send to billing@flexpointeducation.com.

IMPORTANT: Customer agrees to be bound by the terms detailed in this quote and by the Terms and Conditions for Use of Florida Virtual School Licensed Product(s), a copy of which can be found at <https://www.flexpointeducation.com/termsandconditions>. No additional terms shall apply, including but not limited to any set forth in Customer's purchase order, unless Customer and Florida Virtual School have executed a written agreement.



QUOTE

This is not an invoice

Payment/Pricing Information

Pricing is exclusive of any applicable sales, use or other similar taxes or duties.

Please make Purchase Order out to Florida Virtual School and send to billing@flexpointeducation.com. If paying via another method, please contact your FlexPoint representative for an invoice.

Customer is deemed to have accepted this quote and the Terms and Conditions for Use of Florida Virtual School Licensed Product(s) upon Florida Virtual School's receipt and acceptance of Customer's Purchase Order and/or payment.

License Terms

Type of License:

- **Per Student:** Under the Student license, a student is defined as a unique user ID enrolled in an active status in one or more courses for 14 days or that has completed at least 15% of a course, whichever occurs first. If a student is no longer actively enrolled in FlexPoint courses before the renewable term expires, the license cannot be re-used to provide access to another student.

Terms and Restrictions:

- Course materials are NOT included in the course licensing costs and will need to be purchased separately. Please see *Exhibit: External Course Materials* for a list of applicable materials and associated costs if purchased from Florida Virtual School.
- Instruction provided by customer.
- eTeacher's Guides are included. (*Guides may not be available for all courses)
- Courses may be modified and/or customized by customer.
- Course Customization: Course customization may be defined as, but is not limited in definition to, the combining of course content from two or more FlexPoint or FlexPoint-provided courses. Combination of two or more FlexPoint courses or FlexPoint-provided course content is not allowed in a per enrollment license. Third-party course content provided by FlexPoint, including but not limited to Mawi Learning courses, etc., may not be customized or used in other course customizations. Please contact your FlexPoint representative for more information about possible course customization fees and a list of third-party courses before creating or enrolling students in customized course content.
- **Overages ("Additional Usage"):** Customer is financially responsible for overages. An overage is any enrollment used in excess of the number purchased at the beginning of or during the term of the license. Customer is required to provide all information requested within ten business days of FlexPoint's request for course usage information. If Customer fails to provide the information requested within ten business days, FlexPoint may suspend access to course content until such information is received. Please note that suspension may result in permanent loss of student data.
- Some courses may not be available in this model. Please contact your FlexPoint representative for details.
- Support for the licensed courses is included with annual license fees.
- Customers with a current annual license may be eligible to receive new course versions. Please contact your FlexPoint representative for details.

Length of Term:

IMPORTANT: Customer agrees to be bound by the terms detailed in this quote and by the Terms and Conditions for Use of Florida Virtual School Licensed Product(s), a copy of which can be found at <https://www.flexpointeducation.com/termsandconditions>. No additional terms shall apply, including but not limited to any set forth in Customer's purchase order, unless Customer and Florida Virtual School have executed a written agreement.



FlexPoint® is a registered trademark of Florida Virtual School.

QUOTE

This is not an invoice

- Licensed Product(s) are an annual renewable license. Customer will have access to utilize the licensed courseware for 12 months from the date access is granted.

IMPORTANT: Customer agrees to be bound by the terms detailed in this quote and by the Terms and Conditions for Use of Florida Virtual School Licensed Product(s), a copy of which can be found at <https://www.flexpointeducation.com/termsandconditions>. No additional terms shall apply, including but not limited to any set forth in Customer's purchase order, unless Customer and Florida Virtual School have executed a written agreement.

Coversheet

Approval of Superintendent/CEO Goals for 2026-2027

Section:	XII. Personnel Services
Item:	B. Approval of Superintendent/CEO Goals for 2026-2027
Purpose:	Vote
Submitted by:	
Related Material:	Superintendent_CEO Goals & Progress - 26_27.pdf



SUPERINTENDENT/CEO **GOALS & PROGRESS**

2026-2027

PROPOSED PROCESS & EVALUATION TIMELINE

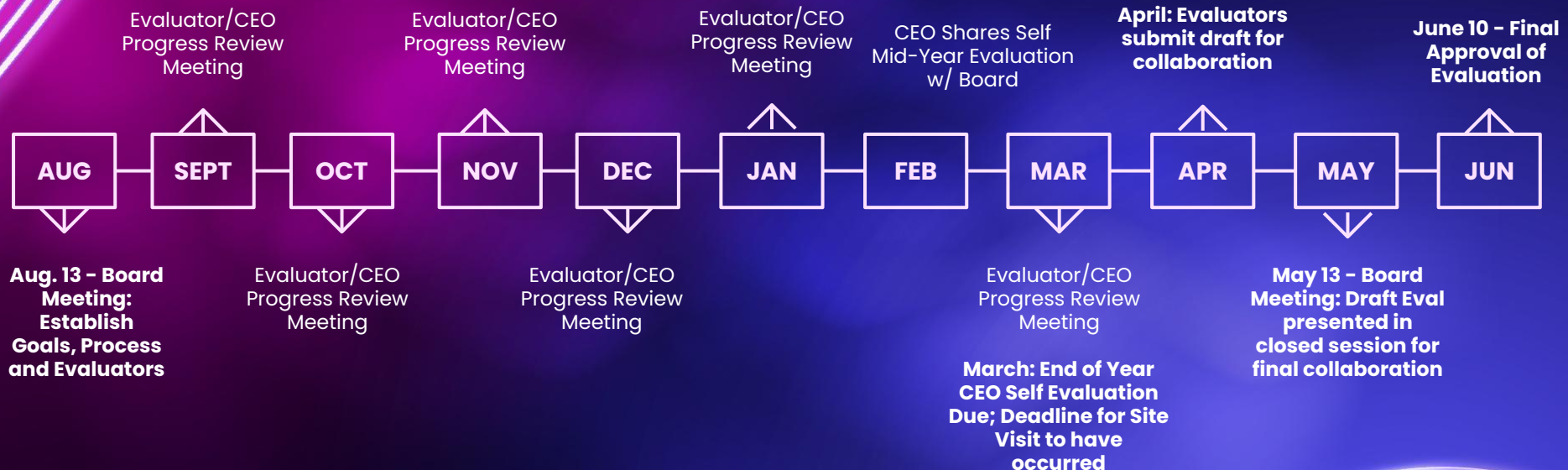


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CPSEL STANDARDS



STANDARD 1

Development and
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Shared Vision



STANDARD 2

Instructional Leadership



STANDARD 3

Management and
Learning Environment



STANDARD 4

Family and Community
Engagement



STANDARD 5

Ethics & Integrity



STANDARD 6

External Context and
Policy

SCHOOL GOALS



BRIGHT

**Minds grow through
personalized
learning.**



BRIGHT

**Communities
create belonging.**



BRIGHT

**Partnerships
connect school and
home.**



BRIGHT

**Futures open
pathways to lifelong
success**

PRIORITY/GOAL 1:

BRIGHT Minds: Personalized Growth and Achievement

By May 2027, increase the percentage of students meeting or exceeding grade-level standards in literacy and mathematics by at least 5 percentage points, while reducing achievement gaps for English Learners, students with disabilities, unduplicated students, and students below grade level by at least 3 percentage points.

PRIORITY/GOAL 2:

BRIGHT Community: Engagement, Belonging, and Wellness

The Superintendent/CEO will advance Excel Academy's commitment to educating the whole child and its CHOICE values—particularly compassion, collaboration, community, equity, and empowerment—by ensuring students in every academic pathway experience a safe, inclusive, and supportive learning environment. Through strong partnerships among students, families, Teachers of Record, counselors, and staff, students will feel connected, valued, and prepared to succeed academically, socially, and emotionally.

By June 2027, the Superintendent/CEO will:

- Ensure at least 95% of students have documented, meaningful connection with a Teacher of Record, teacher, counselor, advisor, or school program during each learning period.
- Maintain at least 80 community events annually and increase unique student participation in clubs, programs, events, or community-enrichment opportunities by 10% over the prior year.
- Ensure at least 90% of students identified with attendance, behavioral, academic, or social-emotional concerns receive documented intervention
- Ensure 100% of staff complete annual training in student safety, digital citizenship, inclusive practices, mandated reporting, social-emotional wellness, and intervention procedures

PRIORITY/GOAL 3:

BRIGHT Partnerships: Stronger Connections Between School and Home

By May 2027, the Superintendent will lead and monitor an organization-wide engagement system that strengthens collaborative partnerships with students, families, staff, and community members through transparent communication, meaningful participation, and shared decision-making that supports student success. Success will be demonstrated by:

- Increasing participation in Parent Academy, Parent Power-Up, and other parent education opportunities by at least 10% over the 2025–26 baseline.
- Continue to support annual curriculum reviews that includes documented input from students, families, staff
- Maintaining or improving student and staff retention rates, supported by coordinated admissions, onboarding, and summer liaison efforts.
- Increasing annual student, family, and staff survey results by at least 2 percentage points, including measures of communication quality and access to support.
- Increasing participation in SSC, ELAC, PAC, and school-community events by at least 10%.
- Documenting how educational-partner feedback informs major programs, curriculum, policies, and resource-allocation decisions.
- Reporting engagement, retention, survey, and family-satisfaction results to the Board at least twice annually

PRIORITY/GOAL 4:

BRIGHT Futures: College, Career, and Life Readiness

By May 2027, the Superintendent will lead a comprehensive college and career readiness system that ensures every student has a clear, individualized pathway to graduation and postsecondary success through expanded access to A-G coursework, Advanced Placement and honors courses, CTE pathways, dual enrollment, and community-college partnerships.

Success will be measured by:

- Ensuring 100% of students in grades 8–12 have an annually updated graduation and college/career plan.
- Achieving a graduation rate of at least 95%
- Increasing the California School Dashboard College/Career Indicator by at least 5 percentage points from the 2025 baselines of 67.7% for Helendale and 50.9% for Warner.
- Increasing student enrollment and successful completion in A-G, AP/honors, CTE, and dual-enrollment courses by at least 10%.
- Expanding opportunities and access for ETL (Excel Teacher Led) courses by 10% ensuring offerings in demand by credentialed staff



BRIGHT Minds Learn
BRIGHT Communities Thrive
BRIGHT Partnerships Strengthen
BRIGHT Futures Begin



BOARD GOALS



SUCCESSION PLANNING

Proactively plan for future governance transitions by defining recruitment strategies to identify and onboard highly qualified new Board Members.



FISCAL & LEGAL OVERSIGHT

Establish systematic practices to monitor the ever-changing budget, fiscal, and legal requirements, ensuring compliance and school success.



UNIFIED LEADERSHIP

Maximize alignment between the Board, Superintendent, and Executive Leadership, leveraging shared expertise to execute the school's vision cohesively.



2026/27 Excel Academy Charter Schools SUPERINTENDENT EVALUATION TEMPLATE

[CLICK HERE](#)

Coversheet

Approval of New Board Policies

Section:	XIII. Policy Development
Item:	A. Approval of New Board Policies
Purpose:	Vote
Submitted by:	
Related Material:	EACS - 4155 Outside Employment and Conflict of Interest Policy.docx.pdf

PERSONNEL SERVICES**4155-EACS****OUTSIDE EMPLOYMENT AND CONFLICT OF INTEREST POLICY**

Excel Academy Charter Schools (“Excel Academy” or “School”) respects the personal privacy and off-duty activities of its employees. The School recognizes that employees may seek outside employment or engage in personal business activities during non-working hours. This policy is not intended to restrict communications or actions protected or required by state or federal law.

This policy establishes guidelines to ensure that outside employment and secondary business activities do not create a conflict of interest, compromise the School’s operational or financial integrity, misuse School resources or confidential information, or impair an employee’s job performance.

Section 1: Outside Employment Guidelines**1. General Restrictions**

An employee’s off-duty activities, including secondary employment, must not create a conflict of interest with Excel Academy or interfere with the employee's ability to fulfill their job responsibilities.

- Employees may not perform services for an outside employer during their paid working hours at Excel Academy.
- Employees may not solicit outside personal business or perform work for secondary employers during paid working time or on School premises.
- Employees may not use School equipment, facilities, networks, tools, or confidential/proprietary information for outside employment or personal commercial enterprise without express written authorization from the Executive Director or Chief Executive Officer.

2. Impact on Job Performance

Outside employment does not excuse an employee from meeting Excel Academy performance standards, attendance requirements, or scheduling needs. Secondary employment will not be accepted as a valid reason for absenteeism, tardiness, unexcused absence, poor performance, or refusal to perform assigned duties or work required hours.

3. Prohibited Outside Work Activities

Employees are prohibited from engaging in outside employment or business activities that:

- Create a conflict of interest with the employee's duties at Excel Academy;
- Create a reasonable appearance of a conflict of interest,
- Involve the unauthorized use or disclosure of Excel Academy’s confidential, trade secret, or proprietary information;
- Utilize School facilities, time, equipment, or student/personnel databases for personal financial gain;
- Require performing work for an outside vendor, supplier, or contractor whose contracts or services are subject to the employee’s direct oversight or Board approval.

4. Use of Paid Leave

Paid sick leave or other leave provided by Excel Academy may not be used to perform work for an outside employer or conduct personal business. Misuse or fraudulent use of leave for outside employment may result in disciplinary action, up to and including termination.

5. **Disclosure Requirement**

To evaluate whether a conflict of interest exists, employees must disclose to Human Resources any outside employment, secondary business venture, or personal financial relationship that presents an actual or potential conflict of interest with their job duties at Excel Academy. Conflicts of interest may arise in a variety of ways. As such, employees are encouraged to err on the side of over-disclosure. Disclosures must be submitted in writing prior to commencing the outside activity or as soon as a potential conflict becomes apparent. Excel Academy will determine whether a conflict of interest exists and what action should be taken pursuant to Section 2.5 below.

Section 2: Conflicts of Interest

1. **Duty of Loyalty and Ethical Conduct**

In accordance with California law (Labor Code § 2863), employees owe a duty of loyalty to Excel Academy during their employment. Employees are expected to exercise good judgment, maintain high ethical standards, and prioritize the School's legitimate operational interests when performing their job duties.

2. **Defining Conflicts of Interest**

A conflict of interest occurs when an employee's personal, financial, or outside interests divide their loyalty or compromise their judgment in performing their assigned duties for Excel Academy. Both actual conflicts and situations that may create a reasonable appearance of a conflict of interest must be avoided.

Examples of prohibited conflicts of interest include, but are not limited to:

- Accepting personal gifts, gratuities, loans, or favors from vendors, contractors, or suppliers that do business with or seek to do business with the School, in violation of the School's gift policy or state reporting standards;
- Using an official position at Excel Academy to influence a School purchasing, contracting, or hiring decision that directly benefits the employee, a relative, or a personal business entity;
- Diverting School business opportunities or resources to a personal business or secondary employer.
- Rendering services of a similar nature to another school or service provider for other schools.

3. **Business Dealings Involving Relatives**

To maintain objectivity and public confidence, employees must refrain from participating in or influencing decisions regarding Excel Academy business dealings, vendor selections, or contracting involving "close family members" (spouses, domestic partners, parents, children, siblings, grandparents, corresponding in-laws, or household members) unless fully

disclosed and approved in writing by the Executive Director or Chief Executive Officer.

4. **Exceptions and Review Process**

Employees seeking an exception to any provision of this policy must submit a formal written request to the Executive Director or Chief Executive Officer detailing the nature of the outside activity. Exceptions will be granted in writing at the sole discretion of the Executive Director or Chief Executive Officer, provided the activity does not violate applicable California laws or create an irreconcilable conflict of interest.

5. **Resolution and Disciplinary Action**

Failure to disclose a known or potential conflict, refusing to resolve an identified conflict, or engaging in prohibited conduct under this policy may result in disciplinary action up to and including termination of employment. In appropriate circumstances where the School determines the conflict is reconcilable and has not resulted in a serious breach of the School's trust, the employee will be notified in writing and given an opportunity to resolve the conflict (e.g., by discontinuing the outside activity).

Employee Acknowledgment of Receipt

I acknowledge that I have received, read, and understand the Excel Academy Charter Schools **Outside Employment and Conflict of Interest Policy**. I agree to abide by the terms of this policy during my employment with the School and agree to promptly report any actual or potential conflicts of interest to Human Resources.

Employee Printed Name _____

Employee Signature _____

Date _____