

EXCEL ACADEMY CHARTER SCHOOLS
Regular Meeting of the Board of Directors

Agenda

Thursday, August 13, 2020
Regular Meeting Begins at 11:00 a.m.



1185 Calle Dulce, Chula Vista, CA 91910
39251 Camino Las Hoyas, Indio, CA 92203
16222 Quail Rock Road, Ramona, CA 92065
1160 Cuyamaca Avenue, Chula Vista, CA 91911

Excel Academy Charter Schools
1 Technology Drive, Bldg. I, Suite 811, Irvine, CA 92618

Zoom Meeting Information

Dial In: 1-669-900-9128

Meeting ID: 968 0392 0961

Join URL: <https://zoom.us/j/96803920961>

MISSION STATEMENT

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

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Excel Academy Charter Schools at 760-494-9646.

1. CALL TO ORDER AND ROLL CALL

Time _____ a.m.

1.1. Roll Call

William Hall	President
Michael Humphrey	Vice President
Susan Houle	Clerk
Steve Fraire	Member

2. APPROVE/ADOPT AGENDA

It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board Meeting of August 13, 2020.

Roll Call Vote:

William Hall
Michael Humphrey
Susan Houle
Steve Fraire

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

3. PUBLIC COMMENT - CLOSED SESSION

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 8.0 Public Comments at Board Meetings.

4. ADJOURN TO CLOSED SESSION

Time: _____

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

5. CLOSED SESSION

Conference with Legal Counsel regarding Potential Litigation: 3 matters

There is significant exposure to litigation against the Agency pursuant to Government Code Section 54956.9(d)(2)

6. RECONVENE REGULAR MEETING

Time: _____

7. PLEDGE OF ALLEGIANCE

Led by: _____

8. PUBLIC COMMENTS/RECOGNITION/REPORTS

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

agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

9. CORRESPONDENCE/PROPOSALS/REPORTS

9.1. School Highlights

9.2. Delta Managed Solutions Evaluation and Tool Update, Joanne Fountain, CEO, DMS

10. CONSENT CALENDAR

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

Consent Calendar - Board Meeting Minutes

10.1. Minutes of the Regular Board Meeting that was held on July 9, 2020

Consent Calendar - Business/Financial Services

10.2. Check Register - July 2020

10.3. Approval of License Renewal for ESET Antivirus, Anti Malware and Internet Security Solutions - EACS (Helendale) #2073, and (Warner) #2053

Consent Calendar - Education/Student Services

10.4. Approval of Excel Academy Charter School Handbook 2020-2021 - EACS (Helendale) #2073, and (Warner) #2053

10.5. Approval of Excel Academy Charter School Case Manager Handbook 2020-2021 - EACS (Helendale) #2073, and (Warner) #2053

10.6. Approval of Excel Academy Charter School COVID-19 Parent Waiver & Release Agreement - EACS (Helendale) #2073, and (Warner) #2053

10.7. Approval of Excel Academy Charter School Community Provider COVID-19 Waiver - EACS (Helendale) #2073, and (Warner) #2053

Consent Calendar - Personnel Services

10.8. Approval of Certificated Personnel Report

10.9. Approval of Classified Personnel Report

10.10. Approval of Job Descriptions

10.11. Approval of Employee Handbook

Consent Calendar - Policy Development

10.12. Approval of Revised Board Policies for the 2020-2021 School Year

Roll Call Vote:

William Hall

Michael Humphrey

Susan Houle

Steve Fraire

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

11. BUSINESS/FINANCIAL SERVICES

11.1. (Action) Approval of Resolution Approving Correction and Adjustment to Allocation of Certain Payables and Receivables

It is recommended the Board approve the resolution approving correction and adjustment to allocation of certain payables and receivables.

Fiscal Impact: 06/30/2019 Adjusted Balance

Excel Academy Charter School - Helendale (#2073) \$385,402

Excel Academy Charter School - Warner (#2053) \$716,989

Roll Call Vote:

William Hall

Michael Humphrey

Susan Houle

Steve Fraire

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

11.2. (Action) Approval of Hatch & Cesario Agreement for Legal Services

It is recommended the Board approve the agreement for legal services with Hatch & Cesario, Attorneys-At-Law for the 2020-2021 fiscal year.

Fiscal Impact: Hourly Rate

Partners - \$260.00

Of-Counsel - \$260.00

Senior Associate - \$240.00

Associate - \$235.00

Education Consultant - \$200.00

Law Clerk - \$155.00

Paralegal - \$155.00

Roll Call Vote:

William Hall

Michael Humphrey

Susan Houle

Steve Fraire

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

11.3. (Action) Approval of Parsec Education Service Agreement

It is recommended the Board approve the Parsec Education Service Agreement for one year effective July 24, 2020.

Fiscal Impact:

Excel Academy Charter School - Helendale (#2073) \$7,000

Excel Academy Charter School - Warner (#2053) \$3,000

Roll Call Vote:

William Hall

Michael Humphrey

Susan Houle

Steve Fraire

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

11.4. (Action) Approval of MacBook Air Laptop Quote

It is recommended the Board approve the MacBook Air price quote to purchase five MacBook Air laptops for staff.

Fiscal Impact:

Excel Academy Charter School - Helendale (#2073) \$3,969.42

Excel Academy Charter School - Warner (#2053) \$1,701.21

Roll Call Vote:

William Hall

Michael Humphrey

Susan Houle

Steve Fraire

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

12. PERSONNEL SERVICES

12.1. (Action) Approval of Employee Lease Agreement for Shared Executive Services

It is recommended the Board take the following actions:

1. Rescind the Joint Employment Agreement for Kurt Madden,
Chief Executive Officer issued July 1, 2020 - June 30, 2022
2. Approve the Employee Lease Agreement for shared Executive Services
3. Approve the Resolution Approving the Compensation for the Chief
Executive Officer

Fiscal Impact:

Excel Academy Charter School - Helendale (#2073) \$64,749.43

Excel Academy Charter School - Warner (#2053) \$27,749.75

Roll Call Vote:

William Hall

Michael Humphrey

Susan Houle

Steve Fraire

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

13. POLICY DEVELOPMENT

13.1. (Action) Approval of New Board Policies

It is recommended the Board approve the proposed policies. These policies will replace the current policies and will allow the Board to address any related complaints or issues that may be raised in the school/work environment.

1000 Series - Community Relations

1030-EA COVID-19 Safe Reopening and Operation of Schools Policy

3000 Series - Business/Non-Instructional

3010-EA Fiscal Control Policy

4000 Series - Personnel Services

4165-EA Employee Driving Policy

Roll Call Vote:

William Hall

Michael Humphrey

Susan Houle

Steve Fraire

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

14. CALENDAR

The next scheduled meeting will be held virtually on September 10, 2020.

15. BOARD COMMENTS

16. CEO COMMENTS

17. ADJOURNMENT

The Regular meeting of the Board of Directors adjourned at _____ a.m.

Roll Call Vote:

William Hall

Michael Humphrey

Susan Houle

Steve Fraire

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

FOR MORE INFORMATION

For more information concerning this agenda, please contact
Excel Academy Charter Schools
Telephone, 760-494-9646

Excel Academy July Board Update

school highlights



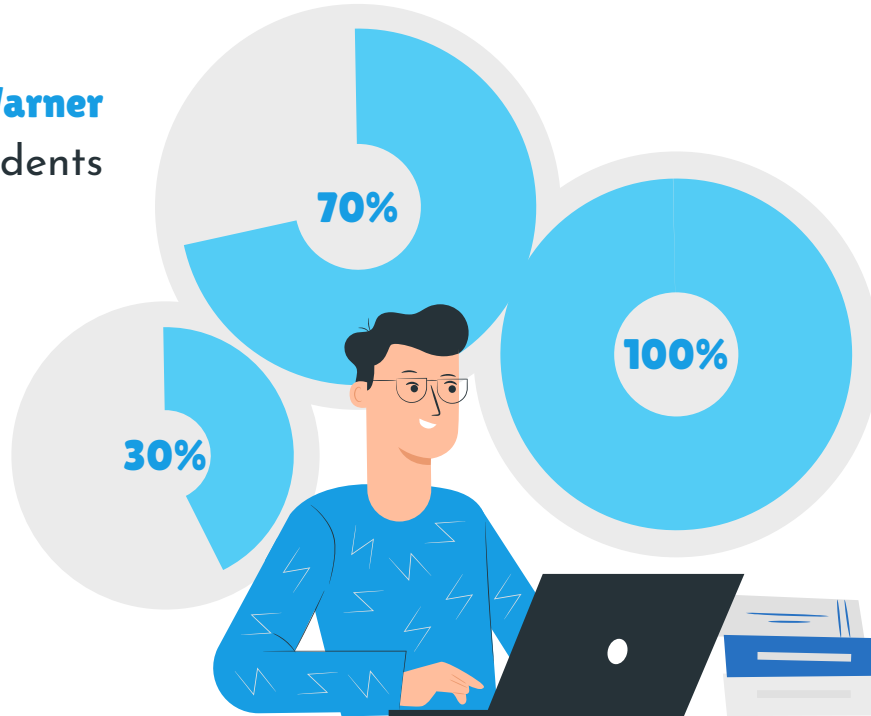
Enrollment Numbers

ExcelCS – Warner

1215 Students

**ExcelEast –
Helendale**

533 Students



Total:

1748 Students

Education Department Update



- Due to AB 77 and SB 98 we had to pull back the number of potential students we were in the process of enrolling. This required reorganizing students on the teacher rosters. This also caused us to only be able to hire 5 out of the 10 teachers we had planned on hiring.
- Worked to ensure all curricula in the TK-8 Handbook is in School Pathways in order to help with compliance throughout the year.
- Developed teacher training for August all-staff and new hire training days.
- Assigned Regional Groups for the 2020/21 school year. We are thrilled to welcome three new regional leaders to replace existing leaders for those aspiring a leadership role at Excel Academy.

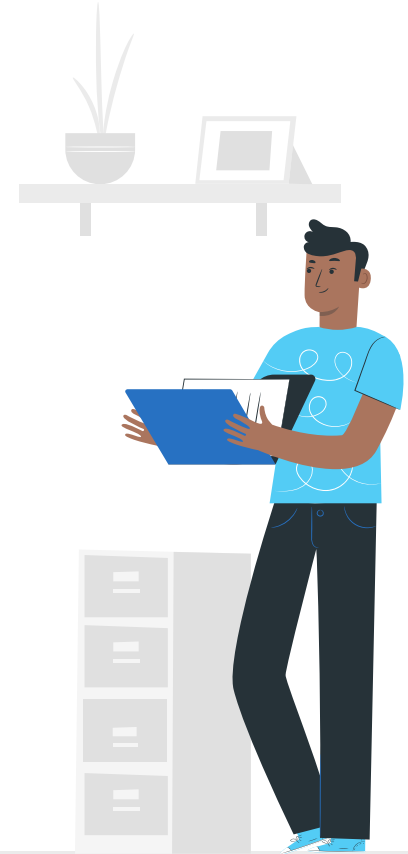
**New Excel
Academy
Mascot!**



July Highlights

Our director worked closely with DMS to analyze each area of the budget and determine where to make necessary cuts due to AB77 and SB98.

Our Leadership team spent time developing school goals and clarified core values. Additionally, the Student Learner Outcomes (SLOs) were reorganized to incorporate into 2020/21 Teacher goals and evaluations.



Intervention Department Update

01



What I Need (WIN) Program

Created Reading WIN Menu
& Math WIN Menu.

02



Policies

Established 8th Grade
Retention/Promotion Policy
and Procedures that align
with ed code.

03



Programs

Created Shoreline Student
Program.



Assessment Department Update

i-Ready

Monitored i-Ready lessons and diagnostics for students who are utilizing the program over the summer.



English Learners

Identified new students to Excel Academy who are English Learners, in addition to students who are to be determined and will require the 20/21 Initial ELPAC assessment at the start of school.

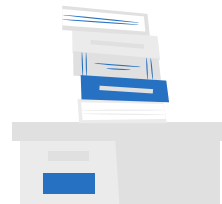
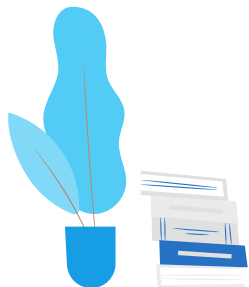
Updates

Updated the Teacher manual and documents within the shared drive folders pertaining to state and internal assessments, report cards, etc. for the 20/21 school year.



Calpads

Continued Calpads uploads and fixed errors in preparation for End of Year reporting.



High School Department Update



Curriculum

Curriculum menus created for families



Planning

Continued 4 year planning meetings with parents/guardians



Professional Development

Worked on slideshow presentations for the all-staff professional development



Updates

Continued updates of HS Shared Drive documents



CTE

Continued CTE program information updates



Webinars

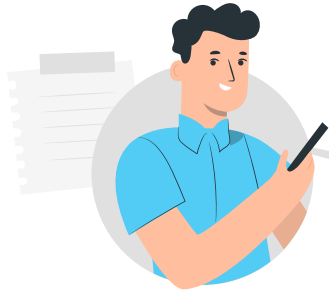
Created 20/21 school year high school webinar series



Human Resources Department Update

1. Developed 2020/2021 School, Department & Individual Goals
2. Finalized 2020/2021 Employee Handbook
3. Developed new Reimbursement Policy
4. Created the Project Management Tools Professional Development
5. Developed Injury & Illness Prevention Plan
6. Developed New Hire Orientation

New to our TEAM



General Education

5 Teachers of Record, 3
Virtual Teachers



Special Education

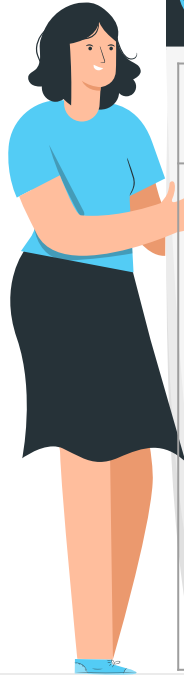
2 Case Managers, 1
Program Specialist, 1
Intake Manager



Admin

1 Title I Coordinator, 1
Assistant Director of
Sped, 1 Vendor Clerk

Community Department Update



1.

The Community Team hosted a Q and A session for new and returning families.

2.

Content and Community Provider virtual inspiration events were planned and offered to our Excel Academy students. The virtual events were well received and had a successful turnout.

3.

Personal safety equipment kits: hand sanitizers, ToR's reusable masks, gloves, and spare masks prepared for ToRs in preparation for the fall semester.

4.

Excel Academy joined the North America Scholastic Esports Federation.

Professional Development

Intervention



Department

Attended MobyMax Professional Development webinar for WIN students.

High School



Department

Attended Ethnic Studies informational webinar in order to better understand the struggles of students of color.

Special Education



Department

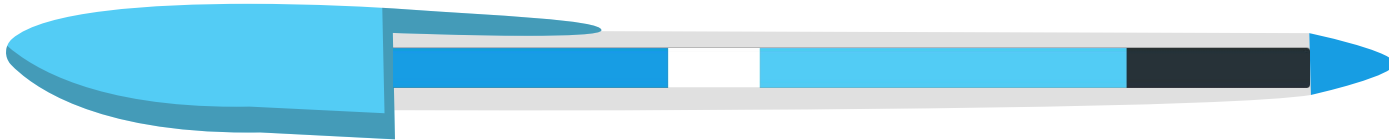
Attended multiple Young & Minney webinars concerning laws surrounding special education in COVID-19.

Human Resources

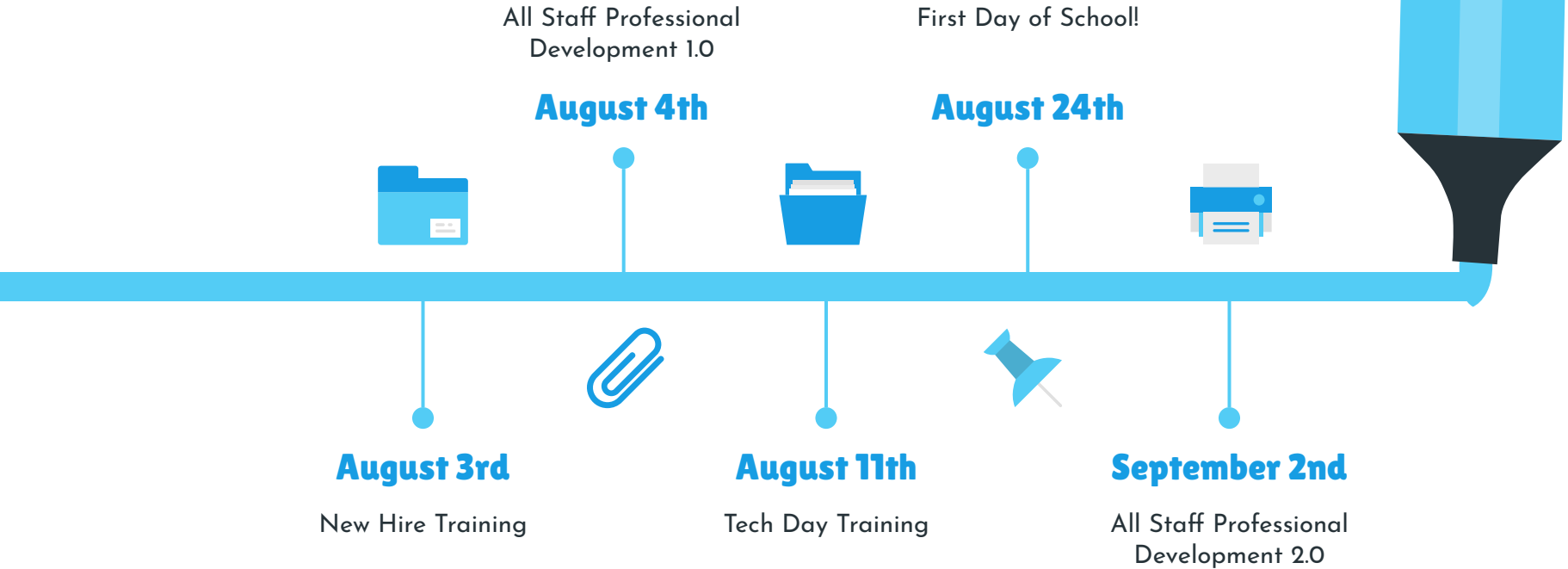


Department

Attended Surviving Legal and Operational Obstacles Caused by COVID-19 webinar.



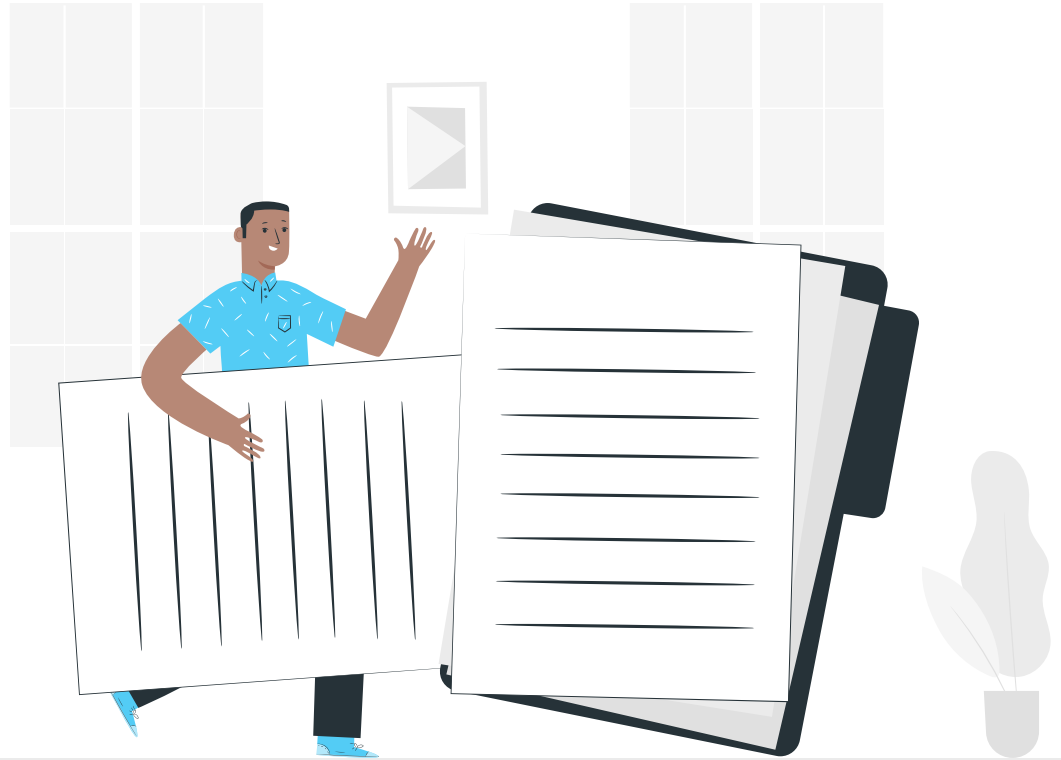
Future Projects & Activities



Student Summer Project



THANKS!



Other



01. Venus

Venus has a beautiful name, but it's terribly hot

02. Mars

Despite being red, Mars is actually a cold place

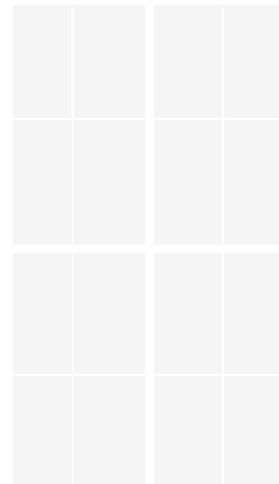
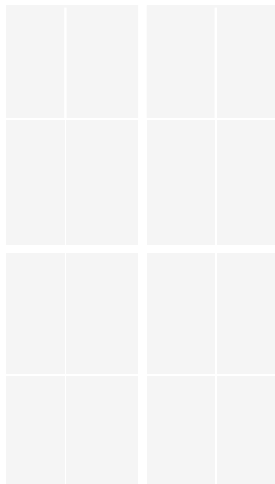
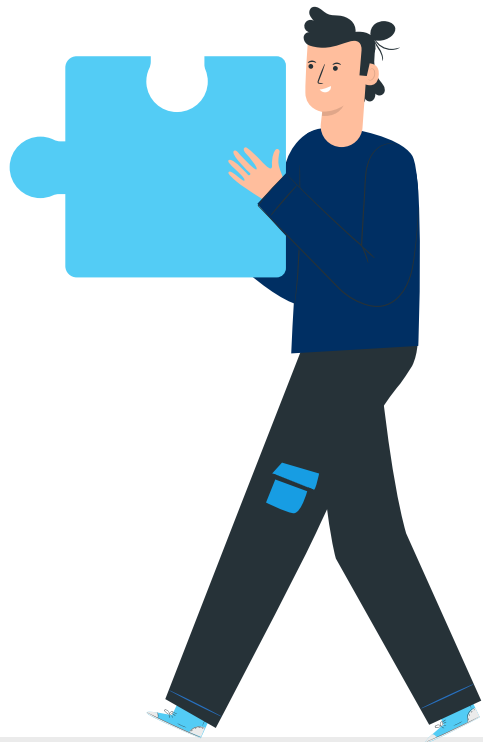
03. Saturn

Saturn is composed of hydrogen and helium

04. Mercury

Mercury is the closest planet to the Sun

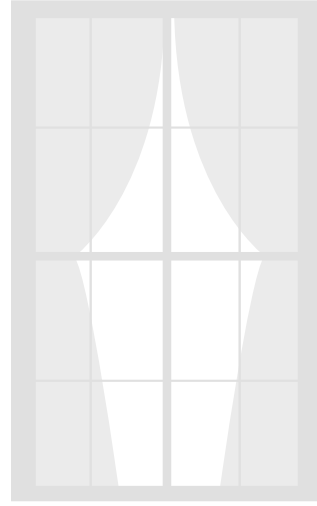
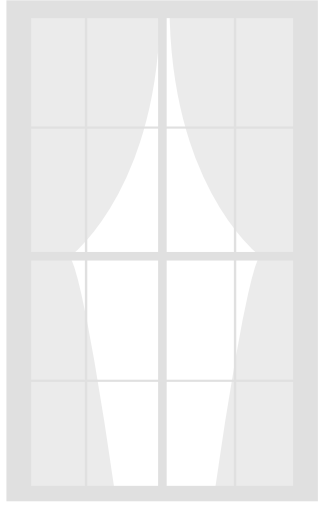




Mercury is the closest planet to the Sun and the smallest one in our Solar System—it's only a bit larger than our Moon. The planet's name has nothing to do with the liquid metal, since it was named after the Roman messenger god

FUTURE





Venus has a beautiful name and is the second planet from the Sun. It's terribly hot—even hotter than Mercury—and its atmosphere is extremely poisonous. It's the second-brightest natural object in the night sky after the Moon

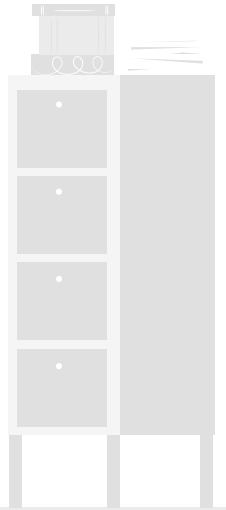
NOW



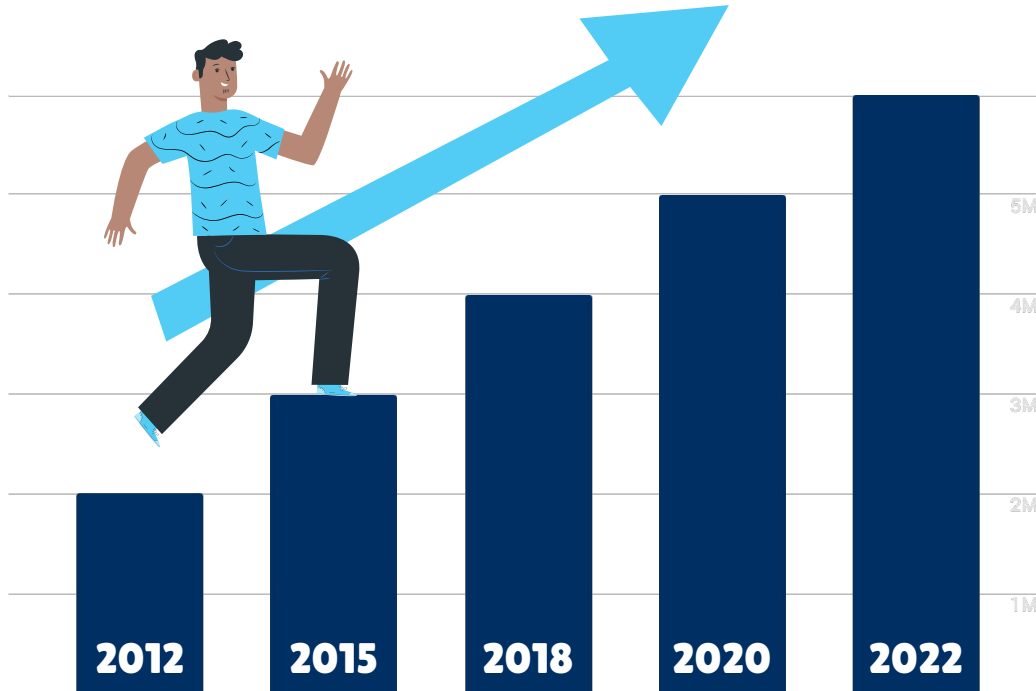


“This is a quote. Words full of
wisdom that someone important
said and can make the reader get
inspired”

—SOMEONE FAMOUS



PREDICTED RESULTS



\$5M

Mars is a cold place

100

Venus has a beautiful name

150

Saturn is the ringed planet

To modify this graph, click on it,
follow the link, change de data
and replace it



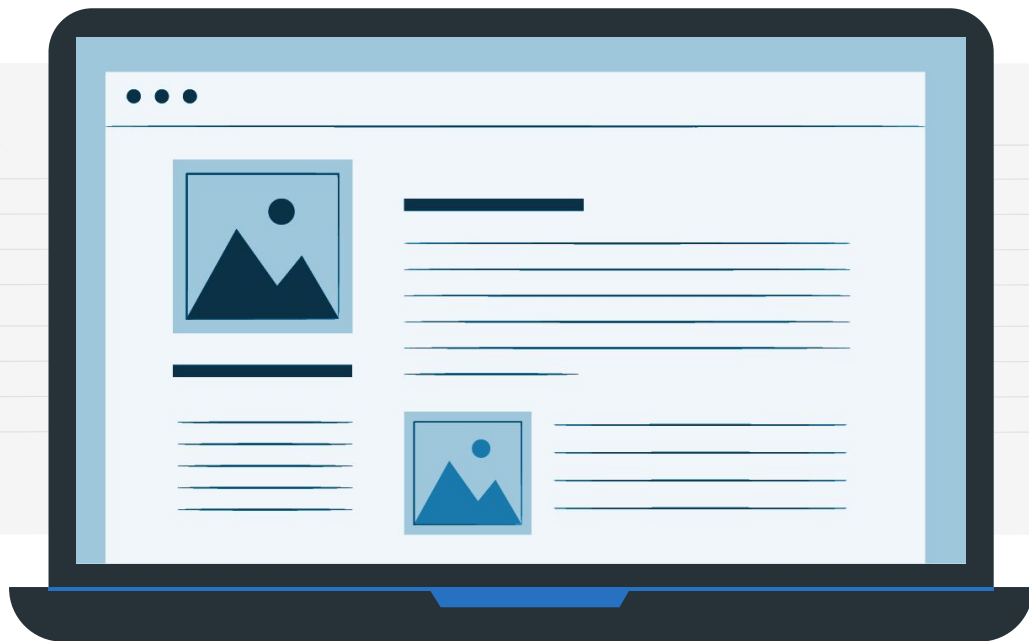
SNEAK PEEK

Mercury is the closest planet to the Sun and the smallest one in the Solar System—it's only a bit larger than our Moon. The planet's name has nothing to do with the liquid metal, since it was named after the Roman messenger god, Mercury

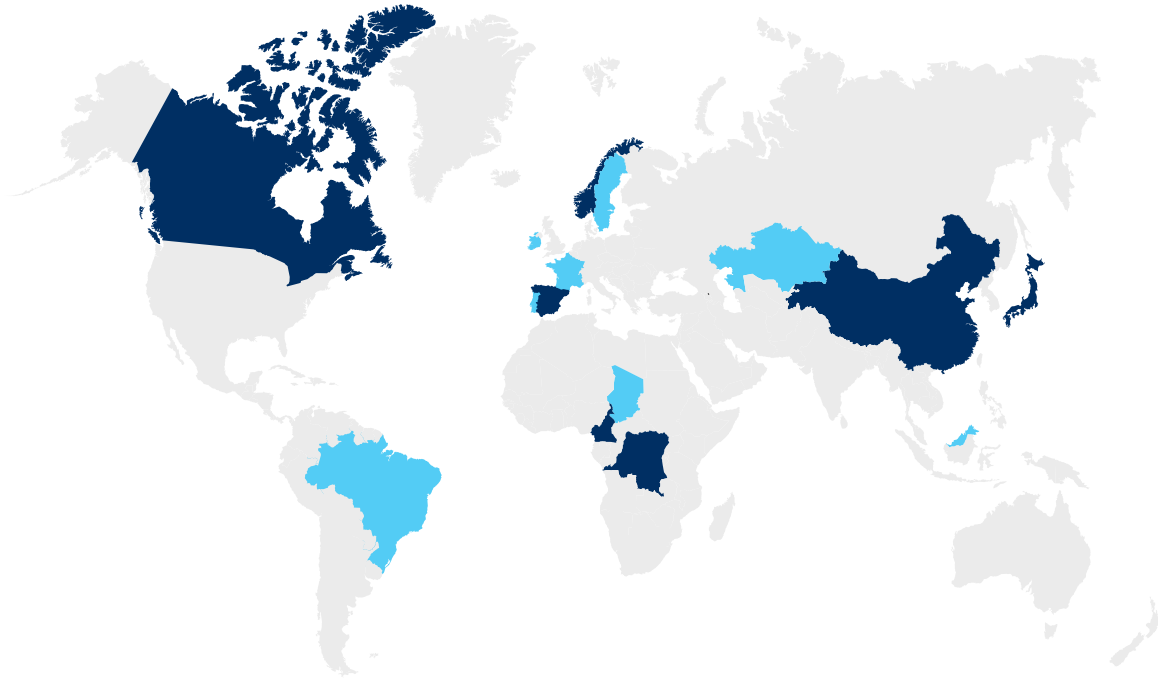


SNEAK PEEK

Insert your multimedia content here. You can replace the image in the screen with your own work. Just delete this one and add yours



PROJECT STAGES



Mercury

Mercury is the closest planet to the Sun



Neptune

It's the farthest planet from the Sun



Saturn

It's composed of hydrogen and helium



OUR PARTNERS



Venus

Venus is the second planet from the Sun



Neptune

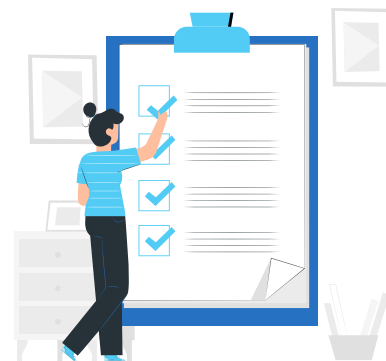
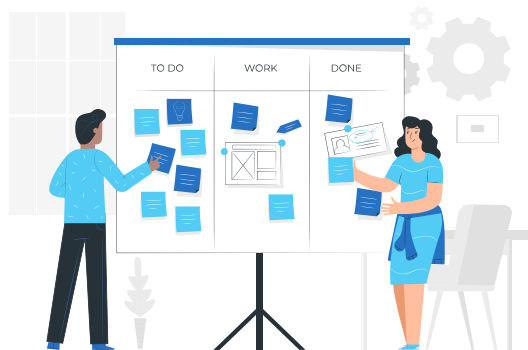
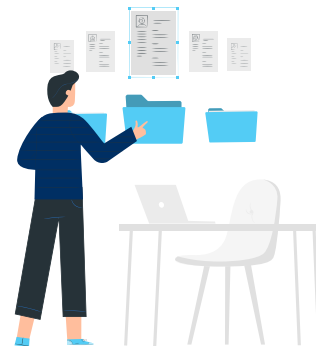
Neptune is the farthest planet from the Sun



Saturn

Saturn is composed of hydrogen and helium

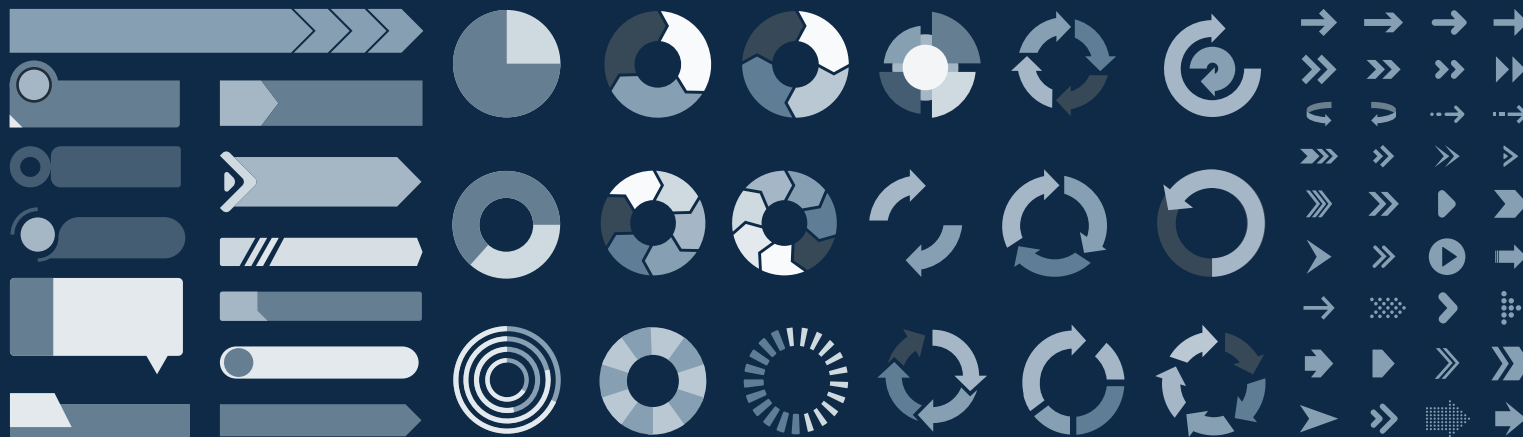
ALTERNATIVE RESOURCES



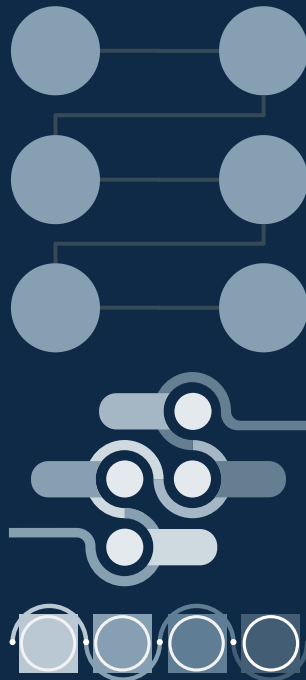
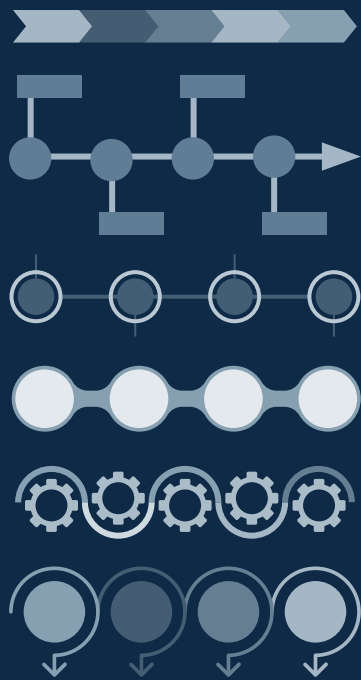
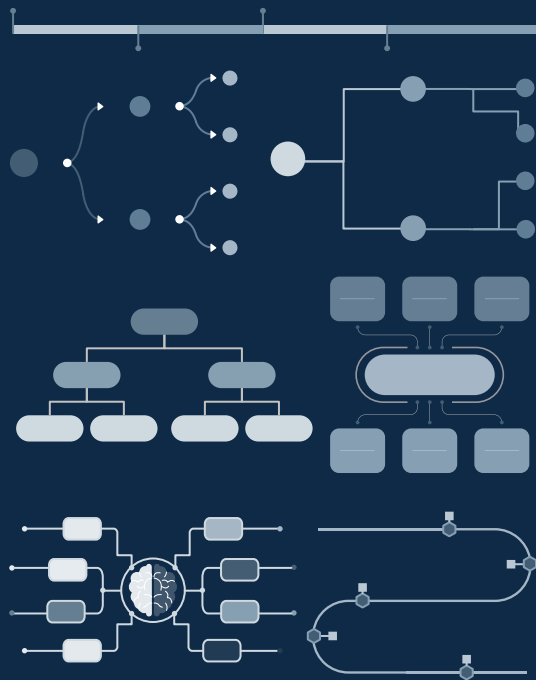
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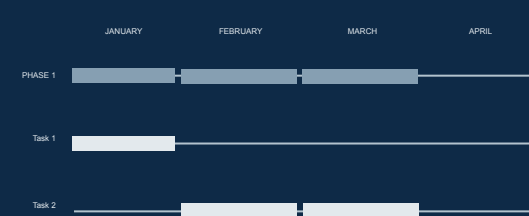
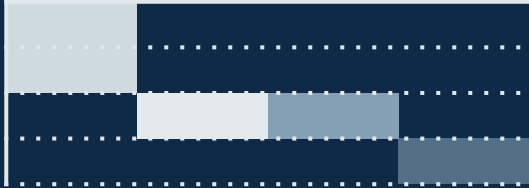
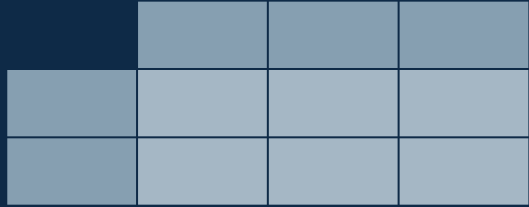
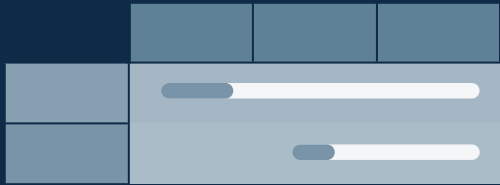
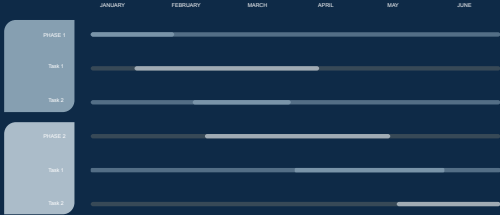
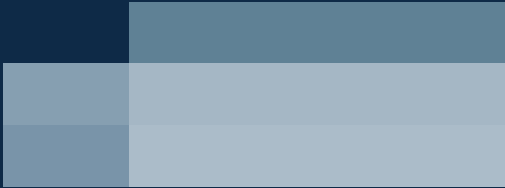
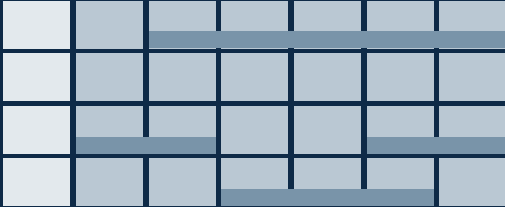
Use our editable graphic resources...

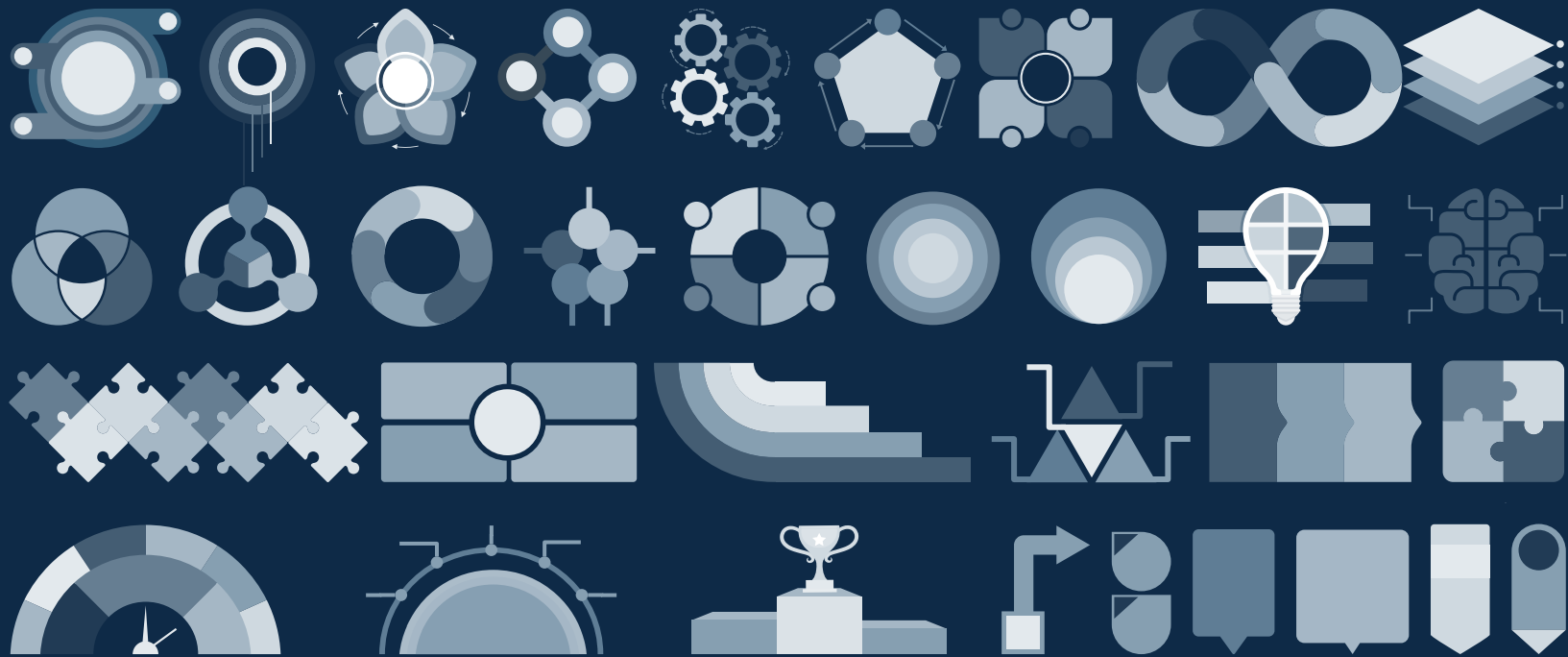
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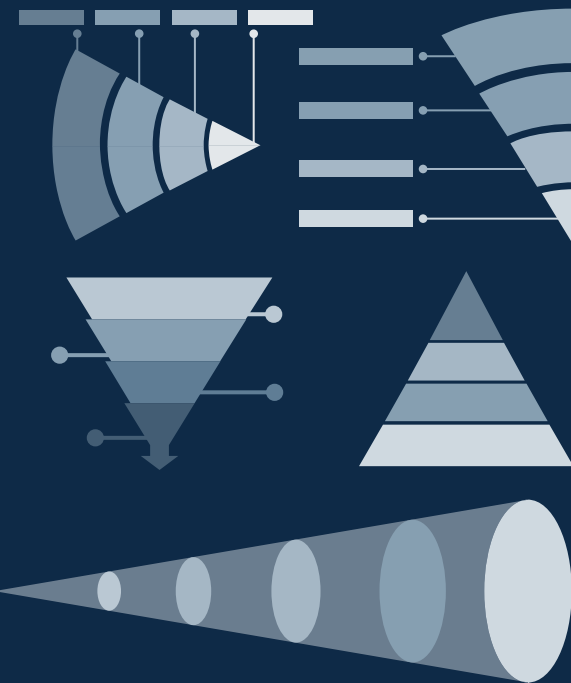
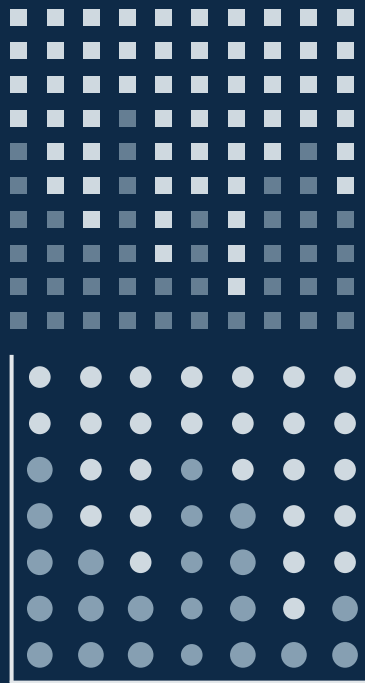












...and our sets of editable icons

You can resize these icons, keeping the quality.

You can change the stroke and fill color; just select the icon and click on the paint bucket/pen.

In Google Slides, you can also use *Flaticon* extension, allowing you to customize and add even more icons.



Educational Icons



Medical Icons



Business Icons



Teamwork Icons



Help & Support Icons



Avatar Icons



A 6x6 grid of 36 white icons on a dark blue background. The icons represent various design and creative tools and concepts, including: a fan, a computer monitor with a play button, a person with scissors, a letter 'A' in a box, a photo in a box, puzzle pieces, a document, a cube, a ruler, a tape measure, a key, a feather, a bottle, a paintbrush, a folder, a tablet, a compass, a lightbulb in a head, a camera, a bucket, a roller, a paintbrush, a printer, a pencil, a palette, a triangle, an envelope, a webpage, a frame, a pen, a typewriter, a box with a pencil, stacks of paper, a set of pencils, a lightbulb, a dropper, a star with rays, scissors, a pencil sharpener, a fountain pen, an easel, a stack of papers, a bottle, a spray bottle, a pen, a pencil, a brain, a notepad, a cube, a notepad with a pencil, a folder, a magnifying glass over a play button, an eye, and a camera.

[illegible]

Nature Icons



SEO & Marketing Icons







The Collaborative

**Community Collaborative Charter
Schools**

**DMS Business
Services**

Annual Evaluation

YEAR ENDING:

JUNE 30, 2020

Objective & Process

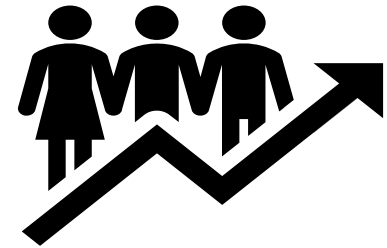
Objective: DMS and The Collaborative will follow the evaluation process to continuously set action plans for greater success with our partnership and provide transparency to the board.

Process:

- Annual evaluation to be completed every June.
- Set 90-day action plans.
- Ongoing communication and weekly check-ins through out the year.
- Mid-year evaluation in December.
- Repeat the process.

Outcomes

Overall: Both the Collaborative and DMS agreed it was a rocky start, but great improvements have been made and we are headed in the right direction.



Areas Evaluated:

- 1. Finance:** Maintaining the accounting records of the organization.
- 2. Accounts Payable:** Processing of vendor payments.
- 3. Retirement Reporting:** Filing and processing of STRS/PERS.
- 4. Compliance & Reporting:** Fiscal reporting to authorizers & others.
- 5. Special Projects:** How DMS has assisted in other areas.

Outcomes

Finance: Maintaining the accounting records of the organization

Compliance & Reporting: Fiscal reporting to authorizers & others

Special Projects: How DMS has assisted in other areas

Action Items:

- Provide a consistent Monthly Update Report for each school and board.
- Set consistent meeting times with each Collaborative Director and DMS Finance team.
- Provide a timeline for known compliance reporting.
- Keep informed of the frequent changes in legislature, CDE compliance, etc.

Outcomes

Accounts Payable: Processing of vendor payments

Action Items:

- Continued development of increasing user-friendliness of current AP systems used at DMS.
- Further Training from DMS to Collaborative in Microix.
- Check Vouchers and Aging worksheets sent to all Director's.

Outcomes

1. **Retirement Reporting:** Filing and processing of STRS/PERS

❖ Received the highest scores!

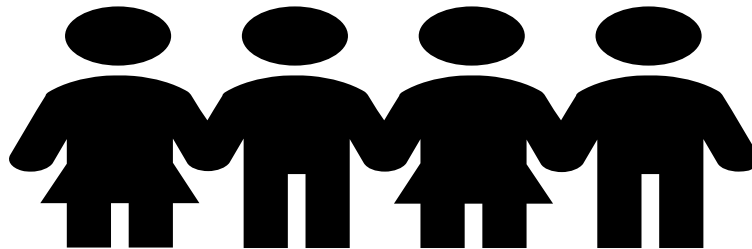
Action Items:

➤ Provide further transparency to director's on completion.



Next steps

- ❖ Continue to meet regularly to ensure clear communication and focus on action items.
- ❖ Complete mid-year evaluation in December to reflect on progress and realign action items.
- ❖ Report to board progress and new action items in January.



EXAMPLE

A core function of DMS is to prepare reports required for CalSTRS and CalPERS contribution calculations and payments. This involves:

- (a) successfully compile payroll data and backup documentation as needed into the appropriate monthly county report(s);
- (b) coordinate payment for each report through the central office;
- (c) submit retirement reports and backup documentation per county guidelines to allow for a smooth and problem-free monthly report.

Area	Description	SCORE*	Notes
Transparency	Is the School's final monthly retirement information available and presented in a clear and understandable way?	1	Unaware of the completion
Accuracy / Controls	Are monthly retirement reports and information accurate and reasonably free of errors? Is a strong control process in place to minimize errors, and if errors are found, establishes additional controls to avoid such errors in future?	3	We have not received any correction notices.
Completeness	Are reports complete and not requiring additional information to be added?	5	Yes! DMS does this with little help from me.
Timeliness	Are retirement reports and information provided in a timely manner and allowing sufficient time for School to review and analyze?	3	I do not review them. This makes me think we need a second set of eyes to ensure accuracy.
Audit Process	Is all information provided to auditors in a complete, accurate and timely manner to allow for clean audits?	1	We are currently in the audit process so I can not answer this accurately.
OVERALL RETIREMENT SCORE:		13	This has been a positive experience but can always use more transparency.

Score 1 to 5, where: 5=exceeds expectations, 3=meets expectations, 1=does not yet meet expectations, or "N/A" if not applicable

EXCEL ACADEMY CHARTER SCHOOLS
Regular Meeting of the Board of Directors
Minutes

Thursday, July 9, 2020
Regular Meeting Begins at 2:30 p.m.



1185 Calle Dulce, Chula Vista, CA 91910
39251 Camino Las Hoyas, Indio, CA 92203
16222 Quail Rock Road, Ramona, CA 92065
1160 Cuyamaca Avenue, Chula Vista, CA 91911

Excel Academy Charter Schools
1 Technology Drive, Bldg. I, Suite 811, Irvine, CA 92618

Zoom Meeting Information

Dial In: 1-669-900-9128

Meeting ID: 922 7994 5057

Join URL: <https://zoom.us/j/92279945057>

1. CALL TO ORDER AND ROLL CALL

Time 3:02 p.m.

1.1. Roll Call

William Hall	President - Present
Michael Humphrey	Vice President - Present
Susan Houle	Clerk - Present
Steve Fraire	Member - Present

2. APPROVE/ADOPT AGENDA

It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board Meeting of July 9, 2020.

Motion by William Hall, President to amend the agenda and remove:

*Item 12.1 Approval of Lease Agreement for Kurt Madden, Chief Executive Officer,
and Lori Hath, Executive Assistant*

Moved by MHumphrey

Seconded by SHoule

<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Susan Houle	X			
Steve Fraire	X			

Motion carried unanimously, 4-0.

3. PUBLIC COMMENT - CLOSED SESSION

The public has a right to comment on any items of the closed session agenda. Members of the public will be permitted to comment on any other item within the Board's jurisdiction under section 8.0 Public Comments at Board Meetings.

4. ADJOURN TO CLOSED SESSION

Time: 3:03 p.m.

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

Moved by SFraire

Seconded by MHumphrey

<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Susan Houle	X			
Steve Fraire	X			

Motion carried unanimously, 4-0.

5. CLOSED SESSION

Conference with Legal Counsel regarding Potential Litigation:

There is significant exposure to litigation against the Agency pursuant to Government Code Section 54956.9(d)(2)

- a. 1 Matter

Public Employee Performance Evaluation Pursuant to Government Code 54957

- a. CEO SMART Goals and Self-Evaluation 2019-2020

6. RECONVENE REGULAR MEETING

Time: 3:08 p.m.

William Hall, President reported out "no action was taken during closed session."

7. PLEDGE OF ALLEGIANCE

Led by: William Hall

8. PUBLIC COMMENTS/RECOGNITION/REPORTS

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

comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

9. CORRESPONDENCE/PROPOSALS/REPORTS

9.1. Implications of AB77 and SB98 on School Budget

9.2. DMS Business Services Annual Evaluation Tool

10. CONSENT CALENDAR

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

Consent Calendar - Board Meeting Minutes

10.1. Minutes of the Regular Board Meeting that was held on June 11, 2020

10.2. Minutes of the Regular Board Meeting that was held on June 18, 2020

Consent Calendar - Business/Financial Services

10.3. Check Register - June 2020

Consent Calendar - Education/Student Services

10.4. Approval of 2020-2021 English Learner Master Plan - Excel Academy Charter Schools (Helendale) #2073 and (Warner) #2053

Consent Calendar - Personnel Services

10.5. Approval of Certificated Personnel Report

Moved by MHumphrey Seconded by SHoule

<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Susan Houle	X			
Steve Fraire	X			

Motion carried unanimously, 4-0.

11. BUSINESS/FINANCIAL SERVICES

11.1a.(Action) Approval of Resolution Accepting Membership in The Collaborative Charter Services Organization (CSO)

It is recommended the Board approve the resolution accepting membership in The Collaborative Charter Services Organization (CSO), July 1, 2020 through

June 30, 2021.

11.1b. The Collaborative CSO Administrative Support Services Agreement
with Member Charter Schools.

11.1c. Attachment A: List of Services

11.1d. Attachment B: Service Fee Structure

Fiscal Impact: Excel Academy Charter School (Warner #2053) \$606,252.50;
Excel Academy Charter School (Helendale #2073) \$259,822.50

Moved by SHoule

Seconded by MHumphrey

<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Susan Houle	X			
Steve Fraire	X			

Motion carried unanimously, 4-0.

12. PERSONNEL SERVICES

12.1. (Action) Approval of Lease Agreement for Kurt Madden, Chief Executive Officer, and Lori Hath, Executive Assistant

It is recommended that the Board approve the Lease Agreement effective
July 1, 2020 through June 30, 2022.

Fiscal Impact: Excel Academy Charter School (Warner #2053) \$64,749.43;
Excel Academy Charter School (Helendale #2073) \$27,749.75

*Motion by William Hall, President to amend the agenda and remove this item.
Tabled to a future meeting date.*

13. POLICY DEVELOPMENT

13.1. (Action) Approval of Board Policies

It is recommended the Board approve the proposed policies. These policies
will replace the current policies and will allow the Board to address any
related complaints or issues that may be raised in the school/work environment.

Community Relations

1020-EA School-Sponsored Field Trip Policy (*Revised*)

Student Services

5010-EA Educational Records and Student Information Policy (*Revised*)

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

5020-EA Comprehensive Self-Harm/Suicide Prevention Policy (*Revised*)

5030-EA Immunization Policy
5035-EA Student Freedom of Speech and Expression Policy
5045-EA Acceptable Use Policy
5110-EA Cell Phones, Smartphones, Pagers & Other Electronic Signaling
Devices Policy (*New*)

Instruction

6010-EA Independent Study Policy
6015-EA Comprehensive Sexual Health Education Policy
6020-EA Education for Homeless Children and Youth Policy
6025-EA Section 504 Policy
6030-EA Education for Foster and Mobile Youth Policy (*Revised*)
6035-EA Mathematics Placement Policy
6060-EA Special Education Assessment Request Policy (*New*)
6065-EA Special Education Pin Process for Missed Services Policy
6070-EA Independent Education Evaluation Policy
6075-EA Special Education Certificate of Completion Policy

Moved by MHumphrey Seconded by SHoule

<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Susan Houle	X			
Steve Fraire	X			

Motion carried unanimously, 4-0.

14. CALENDAR

The next scheduled meeting will be held virtually on August 13, 2020.

15. BOARD COMMENTS

The Board said thank you for the excellent reports. Everyone makes the reports and presentations look so easy, but we know there is a lot of work going into these. The behind the scenes work is really a team effort. The Board said the policies make them feel comfortable knowing we are on top of them. The skill level, diligence and attention to detail is so evident in Heidi's work. The Board thanked Heidi for her excellent leadership and sent thoughts and prayers to her and her family. Job well done.

16. CEO COMMENTS

The CEO echoes the Boards comments and said to Heidi, as we saw that possible reality with AB77 coming together, Paul (DMS) working his magic, and Heidi calling him The Gem, your budget looks considerably better than it did last week. He said this is going to be your year, we are going to deal with chaos as usual, but you are very open to coaching, consulting, you want to improve, and you got Megan right there. We are going to be there as cabinet members to clear the path, again Kudos to the entire Excel team. Job well done.

17. ADJOURNMENT

The Regular meeting of the Board of Directors adjourned at 3:34 p.m.

Moved by SHoule

Seconded by MHumphrey

<u>Roll Call Vote:</u>	<u>Ayes</u>	<u>Nays</u>	<u>Abstained</u>	<u>Absent</u>
William Hall	X			
Michael Humphrey	X			
Susan Houle	X			
Steve Fraire	X			

Motion carried unanimously, 4-0.

Signed:

Signed:

Kurt Madden
Secretary, Governing Board

Susan Houle
Clerk, Governing Board

Check Number	Check Date	Vendor Name	Invoice Number	Fund Code	Check Amount	Transaction Description	Session ID	Payee Address	Check Address Code
13839	7/27/2020	Read Naturally	234638	77	\$ (3,040.00)	PO#263243700 Read Naturally Live Licenses	VD21-0003		
15464	7/27/2020	Starwin Corp.	263623570	66	\$ (490.00)	BP#263623570	VD21-0005		
16207	7/27/2020	Starwin Corp.	263664080	66	\$ (1,086.00)	BP#263664080	VD21-0005		
16793	7/27/2020	California Newspapers Partnership	5254454-0720	66	\$ (2,310.00)	Acct#5254454 Statement #52544540720 7/1/20-7/30/20	VD21-0004		
16793	7/27/2020	California Newspapers Partnership	5254454-0720	77	\$ (4,690.00)	Acct#5254454 Statement #52544540720 7/1/20-7/30/20	VD21-0004		
16997	7/27/2020	Education.com Holdings, Inc.	19-205	55	\$ (2,771.65)	On Site Checks from DMS ck# 11133	VD21-0002		
17012	7/27/2020	Starwin Corp.	263623570	66	\$ 490.00	BP#263623570	CHK21-008	5510 E. Britton Drive, Long Beach, CA 90815	Check
17012	7/27/2020	Starwin Corp.	263664080	66	\$ 1,086.00	BP#263664080	CHK21-008	5510 E. Britton Drive, Long Beach, CA 90815	Check
17013	7/29/2020	Accrediting Commission for Schools Westerr	1302079	66	\$ 353.00	INV#1302079 Acct#3775416386	CHK21-0016	533 Airport Blvd, Ste 200, Burlingame, ca 94010	Main
17013	7/29/2020	Accrediting Commission for Schools Westerr	1302079	77	\$ 717.00	INV#1302079 Acct#3775416386	CHK21-0016	533 Airport Blvd, Ste 200, Burlingame, ca 94010	Main
17014	7/29/2020	Apple Inc	AC29741662	77	\$ 918.80	PO#263669862	CHK21-0016	PO Box 846095, Dallas, TX 75284-6095	Check
17015	7/29/2020	County of Orange	0831596	66	\$ 102.22	TC REF # 0831596	CHK21-0016	Attn: Treasurer-Tax Collector, P.O. Box 1438, Santa Ana, CA 92702-1438	Check
17015	7/29/2020	County of Orange	0831596	77	\$ 238.52	TC REF # 0831596	CHK21-0016	Attn: Treasurer-Tax Collector, P.O. Box 1438, Santa Ana, CA 92702-1438	Check
17016	7/29/2020	OPS	2009	66	\$ 6,911.00	INV#2009	CHK21-0016	PO Box 126, Beaver, WA 98305	Main
17016	7/29/2020	OPS	2009	77	\$ 14,031.71	INV#2009	CHK21-0016	PO Box 126, Beaver, WA 98305	Main
17017	7/29/2020	Promo Direct	N135360	66	\$ 106.00	INV#N135360 Cust#A239448	CHK21-0016	931 American Pacific Dr, Suite 100, Henderson, NV 89014	Main
17017	7/29/2020	Promo Direct	N135360	77	\$ 216.00	INV#N135360 Cust#A239448	CHK21-0016	931 American Pacific Dr, Suite 100, Henderson, NV 89014	Main
17018	7/29/2020	San Bernardino Superintendent Of Schools	SBCSJULY-Buy Back	66	\$ 966.77	STRS buyback Lorrie Wood	CHK21-0017	Attn:District Financial Services, Retirement Services, 760 E. Brier Drive, San Bernardino, CA 92408	Main
17018	7/29/2020	San Bernardino Superintendent Of Schools	SBCSJULY2020	66	\$ 11,940.33	CalSTRS Contribution July 2020	CHK21-0017	Attn:District Financial Services, Retirement Services, 760 E. Brier Drive, San Bernardino, CA 92408	Main
17019	7/30/2020	Michelle Moran	07-01-20 Payroll	66	\$ 393.05	Employee Payroll Check - Pay Period 7/1/20 - 7/31/20	CHK21-0018	44 Ocaso Street, Rancho Mission Viejo, CA 92694	Main
17020	7/30/2020	Document Tracking Services	9206903	66	\$ 272.00	Document Tracking Services 2/01/20-2/01/21	CHK21-0019	10225 Barnes Canyon Road, Suite A200, ATTN: Aaron Tarazon, Director, San Diego, CA 92121	Main
17020	7/30/2020	Document Tracking Services	9206903	77	\$ 272.00	Document Tracking Services 2/01/20-2/01/21	CHK21-0019	10225 Barnes Canyon Road, Suite A200, ATTN: Aaron Tarazon, Director, San Diego, CA 92121	Main
17021	7/31/2020	Great American Insurance Group	071920 #2847	77	\$ 5,134.64	Acct#814372847 Policy#2619880 & #2619881	CHK21-0021	PO Nox 89400, Cleveland, OH 44101	Main
ACH00546	7/31/2020	Delta Managed Solutions	EAC 08-20	77	\$ 29,008.32	DMS Monthly payment August 2020	CHK21-0020	1451 River Park Dr. Suite 180, Sacramento, ca 95815	Main
ACH00547	7/31/2020	Delta Managed Solutions	EACE 08-20	66	\$ 12,118.68	DMS Monthly payment August 2020	CHK21-0020	1451 River Park Dr. Suite 180, Sacramento, ca 95815	Main
Report Total					\$ 70,888.39				

EXCEL ACADEMY CHARTER SCHOOLS

Agenda Item: 10.3

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
X	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of license renewal for ESET Antivirus, Anti Malware and Internet Security Solutions for a three year term.

Background:

ESET Antivirus, Anti Malware and Internet Security Solutions has been installed on the student and staff computers to provide security against cyber attacks and viruses. The license renewal will ensure continued services and security.

It is recommended the Board approve the license renewal for ESET Antivirus, Anti Malware and Internet Security Solutions for a three-year term commencing July 1, 2020.

Fiscal Impact:

The total cost for EACS is \$1,902.33. (70/30 split)



MicroAge
 8160 S Hardy Drive
 Tempe, Arizona 85284
 United States
<http://www.microage.com>
 (P) 800-544-8877

Quotation (Open)

Date

Jul 09, 2020 11:10 AM
 MDT

Modified Date

Jul 09, 2020 11:21 AM
 MDT

Doc

1423207 - rev 1 of 1

Description

ESET - INITIAL / 3YR ENDPOINT
 PROTECTION STD VLIC 100-249

SalesRep

Lucas, Ameen
 (P) 480-366-2052

Customer Contact

Olmstead, Randell
 (P) 619-987-8135

Customer

Community Collaborative
 Charter School
 Olmstead, Randell
 100 E. San Marcos Blvd.
 San Marcos, CA 92069
 United States
 (P) (619) 987-8135

Bill To

Community Collaborative
 Charter School
 Olmstead, Randell
 100 E. San Marcos Blvd.
 San Marcos, CA 92069
 United States
 (P) (619) 987-8135
randell@alphavision-consulting.com

Ship To

Community Collaborative
 Charter School
 Olmstead, Randell
 100 E. San Marcos Blvd.
 San Marcos, CA 92069
 United States
 (P) (619) 987-8135
randell@alphavision-consulting.com

Customer PO:

Terms:

Undefined

Ship Via:

FedEx Ground

Special Instructions:

Carrier Account #:

#	Description	Part #	Tax	Qty	Unit Price	Total
1	ESET - INITIAL 3YR ENDPOINT PROTECTION STD VLIC 100-249	EEPS-G3-E	Yes	115	\$23.54	\$2,707.10

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

See MicroAge Sales Terms and Conditions at
<https://www.microage.com/salesterms>

Subtotal: \$2,707.10
 Tax (7.750%): \$209.80
 Shipping: \$0.00
 Misc: \$0.00
Total: \$2,916.90

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 10.4

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
X	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of the EACS Handbook 2020-2021

Background:

The EACS Handbook provides students, families, and staff policies and procedures to ensure understanding of their roles and responsibilities within the charter school. The handbook is reviewed and updated annually to reflect updates in legislation, ed code and internal procedures.

The following areas had revisions for the 2020-2021 school year:

- Attendance and Involuntary Withdrawal Policy and Procedures
- Progress Improvement Notification (PIN) Policy
- Retention
- Virtual Meetings due to COVID-19
- Vendor name change to Content and Community Provider (CCP)
- Updates to field trip procedures
- Use of instructional funds

It is recommended the Board approve the EACS Handbook 2020-2021 for students and parents as presented.

Fiscal Impact: None.



Welcome to Excel Academy Charter School

Thank you for choosing Excel Academy Charter School to support you on your independent home study journey. I am humbled and honored to serve an incredible team of dedicated educators and staff ready to collaborate with you as you begin the 2020-2021 school year! We recognize the sacrifice and dedication families make when committing to our school model which is why we strive to help create balance and parent choice in a personalized learning environment. Excel Academy is led by a collaborative team made up of innovative educators on the forefront of educational change opening the doors for all options in independent study. Welcome to the Excel Academy family!

Sincerely,
Heidi Gasca
Executive Director

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

Who We Are

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

Mission Statement

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

Our Vision

Life is what you create. At Excel Academy Charter School we bring students to LIFE through:

LEARNING

The primary goal of Excel Academy is that each student continues to grow in knowledge, ability, and social/emotional intelligence. Students are encouraged to work any time, any place, and are supported by teachers, curriculum, and staff that will adapt to the uniqueness inherent in every student and learning situation. Excel pursues a learning environment where every student will be challenged by, enjoy, and help direct their own education.

INDEPENDENCE

Excel Academy believes one of the key elements of an optimal education is to place the student in a climate where curiosity and exploration are rewarded. While Excel Academy's curriculum aligns itself to California's academic content standards, each family may avail themselves of alternative or supplemental learning resources that can help prepare each student for the real-life complexities of higher education and the ever-changing job market.

FLEXIBILITY

Flexible pacing enables each student, under the guidance of the educator, to target individual needs without the demands of a classroom. By developing an awareness of their own unique learning style and advancement in their communication abilities, students and families will be enabled to discover their greatest areas of need and direct their efforts accordingly.

EMPOWERMENT

Excel Academy strives to empower students to take ownership of their education and develop not only the appropriate knowledge, skills, and abilities, but also the confidence, creativity, and discipline to help them adapt to the challenges and opportunities of the 21st century.

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

Student Learning Outcomes

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

Creative and Complex Thinkers

1. Students will propose, evaluate, and use a variety of strategies, tools, and skills to produce solutions.
2. Students demonstrate the ability to recognize and analyze problems from multiple perspectives, including real-world situations.
3. Students exhibit intellectual courage by advocating for their own learning, seeking help when needed, and persevering when challenged.

Effective Communicators

1. Students are able to actively engage in a variety of topics through polite and respectful conversation.
2. Students exhibit articulate, effective, and persuasive communication orally, visually, and in writing to a diverse range of audiences using a variety of methods.
3. Students will engage in cooperative relationships with teachers and peers.
4. Students use technology in various forms to effectively communicate and demonstrate knowledge.

Community / Global Participants

1. Students show respect for self and others and celebrate cultural diversity.
2. Students will make positive contributions to their community (e.g. register to vote, care for environment, volunteer).
3. Students are prepared to meet the demands of college or career; demonstrating various skills in seeking employment and/or college admission.

Empowered and Independent Learners

1. Students are self-directed, self-disciplined, self-monitored, and demonstrate self-corrective thinking.
2. Students are curious, inquisitive thinkers, and dedicated to lifelong learning.
3. Students plan and study effectively and efficiently using time management skills.
4. Students actively participate in the creation and pursuit of personal, academic, and professional goals.

Charter Authorization

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

Accreditation

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

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

This is important because California State Universities and Colleges require incoming students to have participated in a WASC approved school/program. Additionally, California residents who wish to join the military oftentimes must have attended an accredited high school program.

To remain accredited, a school must report annually on the progress of its submitted improvement plan as well as its ability to continue to meet accreditation standards. Once every five years, the schools will need to re-engage in a thorough self-study process and host a visiting accreditation team.

What does Accreditation mean?

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

Parent Support

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

Contact Information

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

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

Main Office/Parent Support -	acesario@excelacademy.education
Student Services Department -	studentservices@excelacademy.education
Office of the Registrar -	registrar@excelacademy.education
Enrollment Department -	admissions@excelacademy.education

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

Main Office - General Information	PH: 949-387-7822
Office Manager - Anne Cesario	PH: 949-774-5065
Admissions - Amanda Johansen	PH: 949-387-9676
Registrar - Cori McCook	PH: 949-774-6457
Special Education Coordinator - Kristy Spurgin	PH: 949-774-6443
Special Education Program Specialist - Shawna Goldhammer	PH: 949-774-0244
Intervention Coordinator - April Saade	PH: 949-774-6231
Student Services Department	PH: 949-387-7410
Student Services Coordinator	PH: 949-387-4703
Content and Community Provider Specialist - Erin Rynders	PH: 949-774-6293
Community Relations Coordinator - Kastin Dick	PH: 949-774-6236
Counselor Department	
Guidance Counselor - Lisa Durham	PH: 949-774-5799
Guidance Counselor - Melissa O'Dell	PH: 949-774-6293
High School Department:	
HS Coordinator - Jennifer Sanchez	PH: 657-529-2307
HS Coordinator - Lorrie Wood	PH: 805-931-6720

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

Glossary of Terms

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

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

Instructional Funds (IFs) - State funds allotted to each student with which families can request the purchase of approved educational materials and services through Excel Academy's [Student Services Department](#).

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

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

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

Attendance Roll Sheet (Grid Log) - A document sent once per month at the end of the Learning Period via email. The parent/guardian documents the learning days for their student and signs the document. ToRs must have this returned before taking attendance for a student.

Student Services Department Terms:

CCP - Content and Community Provider

EMR- Educational Materials

VCI- Educational Services

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

Red Notes- Individual guidelines for placing orders.

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

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

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

Purchase Order Status Terms:

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

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

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

Processed- Order has been sent to the CCP for fulfillment.

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

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

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

Enrollment

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

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

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

Once you complete the short intent to enroll form, a registration link will be automatically sent to your email. From that link, you will set up a username and password and will complete all

four steps of our Reg Online process. The enrollment team will verify your application once **all documents have been uploaded and all electronic documents have been signed**. Our enrollment department will reach out to you once everything is complete and will give you instructions for the next step in the process.

Enrollment Documents Required

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

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

Private School Affidavit (PSA)

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

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

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

Grade-Level Assignment

At Excel Academy, students are enrolled in the grade that most closely corresponds to their age, in accordance with California State Law. Please see link below for Excel Academy's Grade Placement Chart: [Excel Grade Placement Chart 2020-2021](#)

Transitional Kindergarten (TK) Policy

TK is an option for the following students:

- Students who turn 5 between September 2-December 2
- Students who turn 5 between June 1st-September 1st;

- In this case, a Kindergarten Continuance Form must be signed, verifying that the parent/guardian agrees to have his/her child continue in kindergarten for one additional year.
- Students may not promote from TK to 1st grade.

If a student turns 5 after December 2nd, entering kindergarten is not an option, they must enroll in TK.

Kindergarten Placement

Students must turn 5 on or before September 1.

High School Grade-Level Placement

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

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

Adult Student Enrollment

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

Dual Enrollment Policy – Public and Private Schools

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

Acceleration & Retention: Policies & Processes

Acceleration

Students at Excel Academy will be promoted to the next grade level each year. Our general philosophy is that because Excel Academy offers personalized learning, acceleration is rarely necessary. For those rare exceptions, it must be agreed upon in writing, by both the parent and

school administration, in order to skip a grade. Acceleration will only be considered prior to the beginning of the school year. Decisions regarding acceleration will be made on a case-by-case basis by the Acceleration Team. Typically, this is reserved for high school students who would like to graduate early. Students may graduate early, only if they have met all of the criteria for graduation, including credit requirements.

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

Acceleration Requests

- Parents will send a letter to the Intervention Coordinator stating reasons why they are requesting acceleration.
- Parents will provide a current report card, transcripts, test scores, or any relevant information.
- The Acceleration Team reviews information to determine if an acceleration meeting is warranted or if a decision can be made based on the letter.
 - If a meeting is warranted, the Intervention Coordinator will schedule a meeting with the Parent and Acceleration Team.
- A decision is made by the Acceleration Team and a decision letter is sent to the parent via email.

Retention

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

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

Retention Requests

- Parents will send a letter to the Intervention Coordinator stating reasons why they are requesting grade retention.

- Parents will provide a current report card, transcripts, test scores, or any relevant information.
- The Retention Team reviews information to determine if a retention meeting is warranted or if a decision can be made based on the letter.
 - If a meeting is warranted, the Intervention Coordinator will schedule a meeting with the Parent and Retention Team.
- A decision is made by the Retention Team and a decision letter is sent to the parent via email.

8th Grade Retention & Promotion

State law requires schools to have promotion and retention criteria for students who are in their last year of middle school (*EC* Section 48070.5[a][5]). Therefore, Excel Academy will identify students who are at risk of being retained in 8th grade (*EC* Section 48070.5[b]). Excel Academy will use one or more of the following measures: i-Ready scores, MobyMax placement test scores, ToR led assessments, course grades and any other objective academic measure to determine an 8th grader's readiness for high school.

If a student is found to be at-risk for 8th grade retention:

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

Student with an Expulsion History

Students who wish to apply that have been previously expelled from another school must submit a copy of any expulsion reports from that school and any related documentation with your student enrollment application for review.

For students who seek admission at Excel Academy with expulsion history, please refer to the expulsion policies for our authorizing districts (Helendale, Warner, & Unified School District). A panel will meet to determine whether the pupil does not pose a threat to others or will be

disruptive to the school environment. The Executive Director or designee shall make a recommendation to the governing board following the meeting regarding his or her determination.

Master Agreement

The Master Agreement is a binding agreement between Excel Academy, the student, the parent/guardian, the supervising ToR, and other responsible persons. The agreement documents assigned courses as well as the time, manner, and frequency of the student's meetings with the faculty. Each agreement shall be signed and in effect **prior or up to** the first day of the student's attendance start date.

Methods of Operation and Terminology

Teacher of Record (ToR)

Every student enrolled in Excel Academy benefits from the expertise of a Teacher of Record (ToR). All Excel Academy ToRs are highly qualified, experienced, credentialed teachers who are committed to customized learning for each student and family. They support the parent/guardian throughout the year and assess student progression through assigned curriculum.

Initial Contact Meeting

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

Learning Period (LP) Meetings

Learning Period (LP) meetings are a critical part of personalized learning at Excel Academy. The LP meeting takes place at a mutually agreed upon public location, approximately every 20 school days. During the meeting, the ToR communicates with the student one on one to gather information and knowledge learned throughout the LP. Due to the importance of these meetings, and out of respect for our ToRs, we ask that families keep the agreed upon location and time of their LP meeting, with the exception of unforeseen emergencies. Additionally,

parents who cancel, reschedule, or miss LP meetings will be subject to Progress Improvement Notifications (PINs), which may lead to Involuntary Withdrawal. (See our [Outline of Violations that May Result in Involuntary Withdrawal](#)).

Body of Work

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

Student Pacing and the Assessment of Learning

The ToR will provide a pacing guide for all curriculum content in a student's Course of Study before each LP begins. The student's assigned ToR will review the body of work completed by the student throughout the LP and engage in academic conversation to confirm content mastery. Progression through the assigned curriculum content will be verified by the ToR on a weekly basis. If students fail to complete at least 70% of the pacing guide provided by the ToR, they may be issued a PIN. Final grades assigned at the end of the semester are heavily based on the progress and achievement shown to the ToR.

Attendance Roll Sheet/Grid Log

Along with the assessment of student work, another responsibility of the ToR is to verify and claim attendance for each LP. Attendance for an LP can only be claimed on or after the last day of the LP. After reviewing the student's work, the ToR will verify that ample work was completed by the student from the provided pacing guide for the LP, and the ToR and parent/guardian will sign and date the electronic Attendance Grid Log.

Progress Improvement Notification (PIN) and Identified Assignments

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

Parent Newsletter via ParentSquare

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

Academics

Required Courses for TK-8

- Language Arts
- Mathematics
- Social Studies
- Science
- PE

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

Curriculum and Education Resources

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

California State & Grade-Level Standards

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

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

PE-Requirements

The physical education requirements are:

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

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

*Please talk with your assigned ToR for further clarification.

CHYA-California Healthy Youth Act

The California Healthy Youth Act, commonly known as CHYA, took effect in the 2019-2020 school year. This law requires public schools in the state of California to offer medically accurate, comprehensive sexual health education, and HIV prevention to students once in middle school and once again in high school. At Excel Academy, *Positive Prevention Plus* online curriculum, facilitated by our virtual health teacher, is used to fulfill this requirement. For more information, please go to: <https://www.cde.ca.gov/ls/he/se/index.asp>

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

Student Athletes

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

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

All students must:

- Maintain a minimum GPA of a 2.0
- Attend all LP meetings as scheduled
- Be up-to-date on assigned work, completing at least 70% of the provided weekly Pacing Guide(s).

****If a student athlete finds themselves in academic trouble he/she will be required to attend an SST meeting with our intervention coordinator. Also, depending on the severity of the situation IFs may be revoked from being used towards their sport.**

High School

Excel Academy offers a unique approach to curricula where parents are encouraged and supported in choosing the curricula that matches their student's needs, expectations, and rigor in each subject area. With guidance and support from the ToR and the High School department, parents will be sure to meet California State Standards and provide their student with a relevant course of study for their grade level. IFs may be used for approved CCP materials and courses.

Newly Enrolling High School Students

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

Minimum & Maximum Course Policy

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

- The minimum number of courses high school students can register for is 4 courses per semester in addition to concurrent enrollment.
- The maximum number of courses high school students can register for is 8 courses per semester including concurrent enrollment.

Adding/Changing Courses

Students adding or changing a course can only do so within 10 days of the start of the semester or within 10 days of enrollment.

Dropping Courses

All students taking high school courses (both the customized and a-g track) have 10 days from the beginning of each semester to drop a high school course without penalty. This includes any changes in curriculum. However, if the request is after the deadline, students will be subjected to certain penalties which include:

- Courses dropped before the 10 day deadline will not show on the transcript.
- Courses dropped after day 10 through the end of LP 2 will receive a “W” on the report card/transcript and have the possibility of the loss of IFs.
- Courses dropped after LP2 will receive a/an “F” on the report card/transcript and loss of IFs.

Transcripts

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

Repeated Courses

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

Graduation Track Options

Customized (Graduation, Community College, Career) Track	Customized College Track (Private/Out-of-State)	UC/CSU Track (Minimum Eligibility) CSU Admissions UC Admissions
9th Grade	9th Grade	9th Grade
10- English 9 10- Pre-Algebra or Algebra 1 10- Life or Physical Science 10- Physical Education 10- Elective 50 Credits	10 - English 9 10 - Algebra 1 or Geometry 10 - World Language I 10 - Physical Education 10 - Elective 50 Credits	10 - a-g English 9 10 - a-g Algebra 1 or a-g Geometry 10 - a-g Biology w/lab 10 - a-g World Language year 1 10 - Physical Education 50 Credits
10th Grade	10th Grade	10th Grade

10 - English 10 10 - Algebra 1 or Geometry 10 - World History 10 - Physical or Life Science 10 - Physical Education 10 - Elective 60 Credits	10 - English 10 10 - Geometry or Algebra II 10 - World History 10 - Biology w/Lab 10 - World Language II 10 - Physical Education 60 Credits	10 - a-g English 10 10 - a-g Geometry or a-g Algebra II 10 - a-g World History 10 - a-g World Language year 2 10 - a-g Chemistry w/lab 10 - Physical Education 60 Credits
11th Grade	11th Grade	11th Grade
10 - English 11 10 - World Language/VAPA/CTE 10 - US History 10 - Elective 10 - Elective 10 - Elective 60 Credits	10 - English 11 10 - Algebra II or Trig/Pre-Calc. 10 - US History 10 - Chemistry w/Lab 10 - VAPA 10 - Elective 60 Credits	10 - a-g English 11 10 - a-g Algebra II or a-g Trig/Pre-Calc. 10 - a-g US History 10 - a-g World Language year 3 10 - a-g Physics w/lab 10 - a-g VAPA 60 Credits
12th Grade	12th Grade	12th Grade
10 - English 12 5 - Government 5 - Economics 10 - Elective 10 - Elective 10 - Elective 50 Credits	10 - English 12 5 - Government 5 - Economics 10 - Elective 10 - Additional Math 10 - Elective 50 Credits	10 - a-g English 12 10 - a-g Additional Math 10 - a-g Additional Science 5 - a-g Government 5 - a-g Economics 10 - Elective 50 Credits

Graduation Requirements

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

English - 40 credits

Math - 20 credits

Science - 20 credits (1 life/1 physical)

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

VAPA/World Language/CTE - 10 credits

PE - 20 credits

Electives - 80 credits

Total to graduate: 220 credits

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

Customized Track/Customized College-Track Options

Excel Academy offers customized track options for our high school students. This program allows parents to request an array of educational resources and materials from approved CCPs

using IFs provided by the charter school. This allows high school students to complete high school graduation requirements as well as pursue other interests or extracurricular activities. High school students and their parents will work with the ToR to balance curricular needs. Using these educational resources, families have the ability to work alongside their ToR to build a personalized learning experience for their students.

All courses must:

1. Meet California State Content standards (Core courses)
2. Follow a provided pacing guide
3. Demonstrate high school-level rigor shown in a variety of grade-level appropriate work samples

High School Customized Sample Requirements:

There are a variety of ways to show academic progress and proper pacing. The ToR will review the body of work and collect a sampling of the work reviewed.

Here are some suggestions:

- ❖ A unit test with a grade of C or higher (strongly prefer that it comes from the publisher or course. All assessments must demonstrate high school-level rigor. Final determination on acceptance will be determined by the HQT.)
- ❖ A final draft multi-paragraph essay or paper on a related topic. Paper must follow MLA formatting rules. (This can include a book report on a related novel or text, a biography on a pioneer in your subject, a research paper, or a more in-depth study of a topic covered in the course.)
- ❖ A lab write-up (science courses only) - must include title, intro/purpose, materials list, method, data, results, analysis, conclusion, and graphs or figures, if applicable. Refer to [Lab Report Template](#).
- ❖ A project/presentation showing significant learning and application
- ❖ A worksheet showing work completed
- ❖ A vocabulary/grammar page in foreign language or English
- ❖ A book report with critical analysis - may not be simple summary
- ❖ A written copy of a speech or an oral presentation
- ❖ Answers to a section of chapter questions or a chapter review
- ❖ A rough draft of an in-progress paper (*a final draft is always preferred; cannot use final draft for future sample)
- ❖ A log along with pre-approved assignment (music, PE,); logs must include brief, write-up
- ❖ A timeline or map that clearly reflects HS level work/detail
- ❖ A reflective paper (VAPA)
- ❖ Another high school-level sample as agreed upon by ToR/parent/student in advance

UC/CSU Track (per UCOP guidelines)

A-G Requirements and Links to Online A-G Course Options:

To be considered for admission to the University of California (UC) or California State University (CSU) systems, students must complete a total of fifteen (15) year-long, a-g high school courses with a grade of C or better—at least 11 of them prior to their senior year. See link: [UC a-g Subject Requirements](#). Students, in collaboration with the ToR and parent, may choose their a-g approved courses from the Excel Academy approved [a-g courses](#).

High School A-G Sample Requirements

- ❖ All a-g courses incorporate unit assignments called key assignments for every unit.
- ❖ For customized hybrid oversight a-g students, these key assignments must be turned in as their monthly LP sample.
- ❖ For online courses, including Excel Academy teacher-led a-g students, any sample that shows high school level rigor and learning may be turned in as their monthly sample. Students will complete all assignments and projects as assigned by their teacher.

Honors Course Designation

Honors courses are designed to be more in-depth, challenging, and rigorous.

***Please keep in mind that Honors credit will not be issued retroactively.**

Students may take Honors courses through one of our online or content and CCPs but must receive written approval first.

Honor's Approval Process: The student may submit the course for approval, by following these steps:

- ❖ ToR completes Survey for Advanced Courses
- ❖ HS department gives approval for student to take advanced course
- ❖ ToR will aid the student in choosing curriculum that would work well with the additional honors requirements

Honors Curricula: The student may choose to take a course that is pre-approved as “Honors” using the following curriculum options: customized a-g approved honors courses, customized non a-g approved courses, and online via BYU/EDG - for a complete list please see the following:

[HS Course Catalog](#).

Honors Requirements: Students must meet the full criteria, or the course will not receive the honors designation. See link: [Honors Requirements per Subject](#).

The student must complete all units in the text, and all monthly work samples must come from the following list:

- ❖ A unit test with a grade of C or higher (strongly prefer that it come from the publisher or course. If it is parent created it must be comparable to a test found in the text. Final determination on acceptance will be determined by HQT)
- ❖ A multi-paragraph essay or paper on a related topic. Paper must follow MLA formatting rules. (This could include a book report on a related novel or text, a biography on a pioneer in your subject, a research paper, or a more in depth study of a topic covered in your course.)
- ❖ A lab write up (science courses only) - must include title, intro/purpose, materials list, method, data, results, analysis, conclusion, and graphs or figures, if applicable.
- ❖ A specific project/presentation (MUST be pre-approved by ToR/HQT) showing significant learning and application beyond what a traditional student would do in a similar class.

AP Courses

Students may take AP courses through one of our online content and community providers but must receive written approval first. *ToR completes Survey for Advanced Courses.

Excel Academy high school students who wish to take an AP exam should go through their local public high school or visit collegeboard.org for more information on AP test options.

Links to approved a-g/AP/online Content and Community Providers (CCP)

[a-g Options & Information Sheet](#)

[Bright Thinker](#) (a-g): Course Catalog

[BYU Independent Study](#) (a-g/AP): Course Catalog

[Edgenuity](#) (a-g, honors, AP): Course Catalog

[Odysseyware Inc.](#) (a-g): Course Catalog

College and Career Readiness

CTE - Career and Technical Education

Excel Academy offers Career Technical Education (CTE) which provides college preparation and career training for high school students. Career and Technical Education (CTE) is a series of high school elective courses that provide students with opportunities to explore career pathways and experience hands-on training and education in career fields/sectors that interest them. Each pathway is a two-year program that consists of a concentrator and capstone course. CTE provides the academic and technical skills, knowledge, and training necessary to succeed in future careers. Also, CTE prepares students by introducing them to workplace competencies and makes academic content accessible to students by providing it in a hands-on context.

CTE offerings:

- Education sector - Childhood Development pathway
- Health Science sector - TBD (Spring 20/21)
- Marketing sector - Marketing pathway

CTE Coordinator:

- Lorrie Wood - lwood@excelacademy.education

CTE Virtual Teachers:

- Jessika Unterberger (Education & Marketing) - junterberger@excelacademy.education
- Airen Galeazzi (Health Science) - agaleazzi@excelacademy.education

Concurrent Enrollment Policy - Community College Courses

- ❖ High School (9th-12th) students must be enrolled in at least 4 classes (20 credits) per semester at Excel Academy to be considered eligible for concurrent enrollment at a community college.
- ❖ 7th/8th grade students may take community college courses as well. These are limited to math (Algebra 1 or higher) & world language. Please see the [Community College Handbook](#) for grade-level policy per community college.
- ❖ Students must have a minimum 3.0 GPA for academic courses, or a 2.7 GPA for elective/vocational courses. ToR must complete the ToR Survey for Advanced Courses for any advanced course requests.
- ❖ Students must complete and sign the concurrent enrollment form obtained from the community college admissions office and submit it to the Excel Registrar's office (registrar@excelacademy.education). Please note: The turn-around time for concurrent enrollment approval is 3-7 days, depending on wet signature requirements.
- ❖ It is the responsibility of the student to know the community college's registration and deadline dates (information can be found on the college's website).
- ❖ If a student is not able to register for courses or does not remain in the course, the student is responsible for informing their ToR and high school counselors. In this circumstance, student **must** work with ToR in finding another course to add to their Master Agreement.
- ❖ Upon completion of the college course, students are required to have an **official transcript** sent to the Excel Academy office:

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

Irvine, CA 92618

Upon receipt of the official transcript from the community college, the high school transcript will be updated to reflect the courses taken and grades earned.

Each community college designates a maximum number of units allowed per semester. It is recommended that students take a maximum of 2 classes while concurrently enrolled in Excel Academy. Students may only attend community college part-time with no more than 11 units per semester. Once students are enrolled in full time course-work as determined by the community college in which the student is enrolled, they are no longer eligible for enrollment at Excel Academy.

*If you have any questions about the community college courses or programs including transfer to the university of your choice, please consult a Community College Counselor.

**Students must be aware and adhere to all college rules and regulations.

***Reminder only 5% of Excel Academy students, per grade level can attend a community college during the summer. Priority will be given to those needing to graduate. Afterwards, it will be on a first-come, first-served basis.

For additional information on community colleges as written by The College Board see link: [Community College FAQs](#) and our own [Community College Handbook](#).

Diploma

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

College Unit Conversion Policy

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

3-5 unit non-degree applicable (NDA) college course = 5 high school credits/1 semester

3-5 unit degree applicable (UC/CSU transferable) college coursework = 10 high school credits/2 semesters

*Please note: Most PE courses have been excluded or restricted for concurrently enrolled students, but a 1 unit course such as Dance would = 5 high school PE credits

College Entrance Exam Information

In order to review college entrance exam information including dates and times, please visit collegeboard.org.

SAT/ACT

The SAT Reasoning Test (formerly Scholastic Aptitude Test and Scholastic Assessment Test) and the American College Testing Program (ACT) are standardized tests for college admissions. Most colleges in America accept the SAT or Subject Tests as a part of their admissions process. The ACT test assesses high school students' general educational development and their ability to complete college-level work. Students register for and attend these tests independent of Excel Academy. Dates can be found online through collegeboard.org and actstudent.org. Please save these addresses as you will need to refer to them often in your child's high school education.

PSAT/NMSQT

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

7th/8th Grade Students Taking High School Courses

Excel Academy recognizes 7th/8th graders as middle school students. Qualified **7th/8th grade students** may take up to two high school-level courses in either math (Algebra 1 or higher) or world language and will receive high school credit upon successful completion of each course. These courses will be placed onto their high school transcript. Students must follow CA Content State Standards by using approved high school curriculum. The student must place this request with their ToR who fills out the ToR Survey for Advanced Courses. If approved, the high school course(s) will be overseen by the High School Department, who will have the final say on grade earned.

- ❖ Please note: 7th/8th grade students wanting a-g credit are allowed by the UCOP to take only Algebra 1 and higher math courses and world languages. All other a-g coursework must be taken during the student's high school years. These courses will become a part of the overall high school GPA and will follow course change/drop deadlines of all high school courses (see below).
- ❖ Per the [CA Dept. of Education](http://www.sos.ca.gov), middle school students taking high school courses (math or world language) are still required to complete these subject requirements once enrolled as a high school student.

- ❖ Per Excel Academy graduation requirements, middle school students who take high school math and world language courses are still required to complete 220 credits in grades 9th-12th to meet high school graduation requirements. Thus, courses taken in middle school for high school credit are additional to the 220 credits required for graduation.
- ❖ Please note that middle school students may not take a high school honors course.

Qualifications:

1. Students scored at or above grade level on the benchmark exam in language arts for English, or qualifying scores in math for high school-level math courses.
2. 3.0 GPA (grade point average)
3. ToR must complete the ToR Survey for Advanced Courses.
4. Course(s) must be approved by the High School Coordinator/Counselor. The course will show high school credit on the Master Agreement (MA) (MA).

*Newly enrolled students will have the first 10 school days of each semester to have courses approved.

**Middle school students will have to follow the same add/drop policies as high school students.

Prerequisites

Mastery of a certain body of knowledge is necessary if students are to be successful in their courses. Most commonly, such knowledge is measured by successful completion of the prerequisite courses listed in the course description. "Successful completion" is defined by a grade of "A," "B," "C," "D," or "P" in the prerequisite course. Grades that are not acceptable are "F," "I," or "NG."

How to Clear a Prerequisite

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

1. Complete the required prerequisite course(s) at Excel Academy with a satisfactory grade that is a grade of "A," "B," "C," "D," or "P."
2. Submit transcripts – provide grade transcripts from another high school, if appropriate. Such transcripts must demonstrate satisfactory completion of the prerequisite course – that is, completion of the course with a grade of "A," "B," "C," "D," or "P." Students must present transcripts to the School Counselor for a transcript review as soon as possible.
3. It is at the school's discretion to accept or deny the request to waive the prerequisite course requirement.

Grading

The grade issued to each student will be the grade determined by the ToR and the parent after reviewing the semester's body of work and will serve as the final

grade. If a student is following the customized path, the final grade will be determined by both the ToR and the parent, with the oversight of a subject area HQT. The ToR/HQT has the authority to make the final decision in regard to grades.

- ❖ Online course - the grade will be issued by the online instructor.
- ❖ Customized course - the grade will be issued by the ToR with collaboration among parent, ToR, and HQT.
- ❖ Community College course - the grade will be issued by the college instructor.

*Students taking online classes or classes with an approved CCP need to consult with the online teacher or instructor regarding questions about grades, averages, or course progress. Excel Academy uses a traditional 4.0 scale in determining Grade Point Average (GPA). Credit is only granted for courses that earn a minimum of 60% out of a possible 100%.

Transfer Credits

Transfer credits are awarded on a case-by-case basis by the School Counselor. Official transcripts are required in order to award credit. Transcript analysis may require research and contact with previous institutions to determine eligibility of transfer credits.

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

Any A: 90%
Any B: 80%
Any C: 70%
Any D: 60%
Any F: 59%

*International records may require translation and/or evaluation prior to being considered for transfer credits. Costs for translation and external evaluations are sustained by the student.

PE for the High School Student

State law requires 2 years of PE to be completed before a student can graduate. High school students are required to complete 400 minutes of PE every 10 school days (approximately 40 minutes per day). Students must complete a PE log each month along with a brief, written paragraph. If a situation arises where a student is deemed unable to participate in physical activities for a certain length of time, per a doctor's note, a student will be able to complete an alternative assignment. This assignment will be given by the parent and ToR. Options include: a written paper on physical activities/exercises and the benefits to the body, research completed on various forms of exercise such as dance, yoga, or a sport of the student's choice. This will be approved by the ToR at the LP meeting and turned in as a replacement to the PE Log. *A PE log is available in School Pathways/Parent Portal.

Driver's Education

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

Intervention

The What I Need (WIN) Program provides quality instruction & progress monitoring to a particular group of students who are performing below grade-level standards. Students are placed in the WIN program based on i-Ready data and ToR proctored assessments. Excel believes it is imperative to ensure each student is performing up to their full potential. Additionally, the state of California requires every public school to have a *Multi-Tiered System of Supports (MTSS)* in place to help students reach state standards. (Link provided: <https://www.cde.ca.gov/ci/cr/ri/>)

It is important to note that ALL parts of the WIN program are required per the Acknowledgment of Responsibilities signed with the 2020/2021 Master Agreement. If students or parents do not participate in the WIN Program, they may receive a Progress Improvement Notification (PIN).

Student Success Team (SST)

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

504 Plan

To be covered under Section 504, a student must be "qualified" which roughly equates to being between 3 and 22 years of age, depending on the program as well as state and federal law, and must have a disability that substantially limits the child in one or more major life activities or major bodily functions). [34 C.F.R. §104.3(k)(2)] All requests for initial 504 Plans will first be addressed through an SST meeting. If a student enters Excel Academy with an existing 504 Plan, the plan will be reviewed and confirmed with the student, family, and our team of experts. In addition, all 504 Plans will be reviewed annually to ensure the best accommodations are in

place to meet the academic needs of the student. If you feel your student needs a 504 Plan, or if you have questions regarding 504 Plans, please contact your ToR or the 504 Coordinator, April Saade at asaade@excelacademy.education.

Special Education

At Excel Academy, we are committed to serving all students, including those with special needs. Special education and related services are available at no cost. We partner with the Sonoma County Charter SELPA, and for students without identified special needs who are experiencing academic challenges, Excel Academy implements a multi-tiered approach to supporting students through the SST process by providing research-based supports/interventions at various levels based on each student's needs within the general education environment. At any point, if parents/guardians or the school team have concerns regarding a student's academic progress or suspect that a disability is impacting a student's ability to adequately progress within the general education environment, they should contact their ToR.

Assessments

Report Cards

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

Grading Scales

TK-5 Students

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

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

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

2 Approaching Proficiency: Student is approaching an understanding of the standards, concepts, and skills taught during this reporting period. Student is working towards grade-level

expectations. Student requires many tools and reteaching to understand concepts being taught, works at a slower pace, or works slightly below grade level at a faster pace.

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

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

Grades 6 – 12

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

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

99 - 100 = A+

93 - 98 = A

90 - 92 = A-

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

88 - 89 = B+

83 - 87 = B

80 - 82 = B-

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

78 - 79 = C+

73 - 77 = C

70 - 72 = C-

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

68 - 69 = D+

63 - 67 = D

60 - 62 = D-

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

59 and below = F

State and Local Assessments

Standardized Testing

The California Assessment of Student Performance and Progress (CAASPP) is the state-mandated academic testing program. All charter schools are required to administer the CAASPP as well as other state-mandated assessments such as the ELPAC and PFT (Ed. Code, § 47605(c)(1)). CAASPP is a system intended to provide information that can be used to monitor student progress on an annual basis and ensure that all students leave high school ready for college and career. Following the spring of each year, individual student test score reports are provided to parents. Student score reports will include an overall score and a description of the student's achievement level for English Language Arts (ELA) and mathematics.

In California, parents may opt out of state mandated academic testing by submitting a written request to the school each year, but this only applies to the state mandated assessments. *We do not recommend opting out.* There is no law permitting a parent to opt out of the school's internal assessments, and therefore, students are required to participate in all internal assessments.

Charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school cannot continue to exist without collecting data on students' performance on a variety of assessments and indicators. When a charter authorizer is evaluating whether to revoke a school's charter, or to grant a school's charter renewal petition, "increases in pupil academic achievement" is the most important factor in the decision. (Ed. Code, §§ 47607(c)(2) , 47607(a)(3)(A).) Therefore, it is important during the revocation and renewal processes for a school to gather as much positive academic achievement data as possible to show progress in student performance. Evaluating graduation, attendance, suspension, and English Learner (EL) reclassification rates are also ways to show student progress. However, student participation and performance on state mandated assessments is by far the most common and used method, and results are indicated on the California School Dashboard and System of Support. The Dashboard is a powerful online tool to help districts and schools identify strengths and weaknesses and pinpoint student groups that may be struggling (<https://www.cde.ca.gov/ta/ac/cm/>). Your student's participation in state mandated assessments is highly encouraged and recommended. **Please remember that results and attendance from all state tests are directly tied to school funding per recent LCFF legislation and are an integral part in maintaining partnerships with our chartering school districts.**

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

English Language Proficiency Assessments for California (ELPAC)

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

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

English Learners (ELs)

ELs are targeted for ELPAC testing when the Home Language Survey indicates that their primary home language is a language other than English and are tested during the school year.

- Excel Academy students are in an English Language Mainstream academic program with an English Language Development (ELD) Support Curriculum. The mainstream curriculum is taught and/or supported by CLAD certified teachers and includes vocabulary and visual thematic-based support. ELs are accommodated within this curriculum by providing multiple opportunities to demonstrate mastery on all assessments, including writing assignments.
- Progress in their assigned ELD curriculum is monitored weekly by the ToR. Excel Academy requires students to complete at least 30 minutes per day of the assigned ELD curriculum.
- Both the parent, as the primary educator, and the ToR are responsible for ensuring adequate progress through the ELD curriculum.

Criteria for Reclassification to Fluent English Proficient (RFEP)

In order to be reclassified to Fluent English Proficient (FEP) and exit the EL program, students must meet the following criteria:

- Minimum ELPAC overall score of 4

- 1) Minimum ELPAC Oral Language Score of 4
 - 2) Minimum ELPAC Written Language Score of 3
- Teacher Evaluation
 - Parent Approval
 - CAASPP - Smarter Balanced and/or Local Assessments can also be used in determining student readiness for redesignation

CAASPP - California Assessment of Student Performance and Progress

California Science Test (CAST) – Computer Based Assessment

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

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

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

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

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

Testing Resources

For additional information regarding assessments, please refer to Excel Academy's website under *Our Academy* and *Assessments*. For **CAASPP AND ELPAC practice tests**, please refer to *Parent Tools* and *Assessment Resources*.

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

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

Additional Resources:

- **Utilize the i-Ready personalized lessons to strengthen skills and close learning gaps**
- Test Practice for Common Core (by grade level) Barron's Core Focus Workbook - Language Arts and Math combined
- Critical Thinking Test Taking Practice for Math (by grade level)
- Spectrum Test Prep - (Updated and revised for grade levels)

Physical Fitness Test (PFT)– California

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

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

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

Testing Includes:

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

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

i-Ready Benchmark Assessments – Computer-Based Tests

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

- Test Administration – Fall (August) and Spring (March)
- The benchmark assessments will be administered by the ToR or parent within the set testing window. There are ten school days within the testing window. Students are given five school days to complete the math assessment and five school days to complete the reading assessment.
- Newly enrolled students will be required to take the i-Ready assessments upon enrollment.
- ToRs must make sure each student on their roster (grades 2-11) has completed the assessments within the set testing windows. Kindergarten and first grade students will be administered a paper pencil assessment by their ToRs. However, they can take the i-Ready assessments in lieu of the paper pencil assessments per parent request and ToR approval.
- Parents will have 10 school days to administer the i-Ready assessments. Please refer to the Excel Academy Parent Proctoring Policy.

- Individualized follow-up lessons will be automatically created for students once the assessments are completed. These lessons are highly encouraged for additional support to promote growth and progress. Ask your ToR for specific details.

Kindergarten and First Grade Paper-Pencil Benchmark Assessments

Students in kindergarten and first grade will take a grade-level appropriate benchmark assessment in the fall (August) and spring (March) to assess progress and growth. All paper-pencil assessments will be administered by ToRs in person. However, due to the current COVID-19 pandemic, paper pencil assessments could be administered virtually.

Student Testing Participation Requirement

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

High School Assessments

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

Field Trips

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

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

Field Trip Registration

Please sign up for a field trip registration account on excelacademy.education. Your account will be approved in 48 hours. Once your account is approved, you will be able to sign up for field trips. Please note, field trips are only for Excel Academy students, parent/guardian, and non student siblings.

You are officially registered for a field trip only if you see the field trip on your account dashboard. If you do not complete the registration in one sitting, the transaction may time out. Please make sure to keep an eye on the time tracker on the website. If the field trip does not appear on your dashboard after registration, that means the transaction did not go through. If you see a discrepancy, please reach out to the Field Trip and Special Programs Coordinator during open registration.

Refunds

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

Instructional Funds and Content and Community Provider (CCP) Policies

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

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

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

Educational material CCPs provide educational curriculum, books, materials, and supplies for Excel Academy students. Items ordered should be basic in quality and appropriate to the student's age, grade, and need. IFs depreciate daily depending on the day of actual enrollment and must be used in the same academic year.

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

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

Additional Documents for Parent Use

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

Find a CCP Near Your Home

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

To use this map follow the simple steps below:

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

Family CCP Agreement

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

Instructional Funds (IFs)

Depending on grade level and date of enrollment, between \$2,700 – \$3,200 will be allotted to each student, with which families can select approved educational materials and services. Funds may only be used during the school year in which they were allotted and do not carry over from

year to year. Use of IFs is up to the discretion of the ToR . Funds are prorated after the first day of the school year.

The IFs are as follows:

TK - 8 \$2,700

High School \$3,200

The IFs are disbursed in two allotments:

TK - 8 \$1,350 in August and \$1,350 in December.

High School \$1,600 in August and \$1,600 in December.

Criteria for Materials That Can Be Purchased with IFs

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

General Criteria:

- Educational curriculum ordered is appropriate for the student's courses and learning plan.
- Materials must be used to meet state and school standards for the student for whom the materials are being purchased.
- All materials must be non-sectarian.
- As a general rule, **basic, economical items/models must be selected**. If the student requires a higher-priced, less than basic item/model, a statement from the ToR justifying the purchase may be required.
- School & office supplies adequate for learning basic course skills (paper, pencils, etc).
- Materials for a documented educational project: fabric, wool, yarn enough for one project (exception: no food purchases allowed.) ToRs are responsible for monitoring the quantities of items purchased.
- Educational software to instruct and enhance learning in a subject area.
- Materials must not expose the ToR or student to danger or serious injury.
- Tracking forms & educational plans are required for certain items.
- School sponsored field trips.
- No more than 2 black printer ink cartridges and 1 color ink cartridge per semester.
- 1 toner cartridge per semester.
- Only 2 reams of paper are allowed per semester per student.

- Organizational items if only intended to be used by the student explicitly for the organization of school supplies.

Disallowed Items:

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

- Furniture, storage, organizational items (large or small items), picture frames, and other non-educational household items.
- Excessive quantities of any item.
- Computer parts or equipment for non school-owned computers.
- Costumes, uniforms, clothes or jewelry.
- Toys or items without instructional value.
- Personal hygiene items.
- PE items such as skis, bicycles, tricycles, scooter boards, etc or items that are worn by a student (gloves, mitts).
- Personalized PE items: anything that is ordered in a size or weight for a student (bats, rackets, helmets, bikes, golf clubs, etc.)
- No registration, recital, performance fees.
- No home and office equipment such as: faxes, phones, dictation equipment, TV's
- Power tools.
- Kitchen equipment such as: popcorn poppers, trays, plates, silverware and other basic kitchen supplies.
- Yard equipment such as: grass watering kits, garden ponds, swimming pools, full gardens, watering system.
- Anything that could expose the ToR or student to injury such as knives, poisonous substances, darts, bow and arrows, weapons, welding equipment, etc.
- Sectarian materials (see Sectarian Materials section below).

Disallowed Educational Activities

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

- Scuba Diving
- Skydiving
- Religious or sectarian, services or materials
- Water/Jet Skiing
- Skiing/Snowboarding
- Aircraft-related activities
- Behind the wheel driver's education/training

- Any motorized vehicle operation
- Extreme sports that expose the student to unnecessary risk: outdoor rock climbing, white water rafting, paragliding, etc.

Additional Guidelines for Specific Items

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

Sectarian Materials

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

Computer Ordering Policy

Technology Options

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

Technology Policies

- Environmental waste fees and warranties for school owned computers must be purchased with IFs.
- All families must have the [Excel Academy iPad & Laptop Lease Agreement](#) on file with their ToR to ensure internet safety for students and that internet and computer policies and procedures are followed.
- All accessories and software purchased must be only used for devices issued by Excel Academy. Excel Academy does not assume any liability for accessories and software installed on or used with non-Excel Academy issued devices.
- *Please note that computers don't come with any additional software (e.g. Microsoft Word).
- A list of available technology options may be obtained through your Teacher of Record. All computer orders must be placed according to the options listed on the computer options document.
- One computer or tablet per student TK- 12th grade.

Return Policy for Materials Content & Community Providers (CCPs)

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

Cancellation Policy

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

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

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

Backordered Items

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

Ordering Deadline

April 16th, 2021 is the deadline for the Teacher of Record to submit purchase orders for families. April 12, 2021 is the deadline for parents to get their orders to the ToR. It is important that families submit order requests earlier than the deadline. After the deadline, no purchase orders can be submitted. Instructional funds do not roll over from year to year. If the IFs are not used by the deadline, the parent will no longer have access to them.

Work Permits

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

- Maintain full-time enrollment at Excel Academy (5 or more courses)
- Maintain attendance (attend classes on a regular basis and attend all Learning Period meetings with ToR, etc.)

- Maintain a 2.0 GPA average
- Display acceptable behavior in school and out of school
- Submit all coursework samples on time each Learning Period.

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

General Work Permits:

- Parents may print the B1-1 form (Statement of Intent to Employ a Minor & Request for a Work Permit) from their parent portal.
- Parent/student must complete their sections on the document, and then have the employer complete their section, prior to emailing it to Excel Academy for authorization.
- Once the document is completed by the above mentioned parties, student will email it to Excel Academy's Registrar office: registrar@excelacademy.education.
- Minimum time for authorized work permits is 4 weeks.

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

Entertainment Work Permits:

- Application to work in the entertainment industry can be found on the CA Dept. of Industrial Relations website <https://www.dir.ca.gov/DLSE/OnlinePermits.htm>.
- Parent/student must complete their sections on the document and then email it to Excel Academy's Registrar office registrar@excelacademy.education.
- Minimum time for authorized work permits is 4 weeks.

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

School Policies, Procedures & Regulations

School Safety Plan

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

Contact Information and Communication Policy

School Communication Responsibilities

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

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

Email Accounts

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

Excel Academy does not supply student email accounts but recommends that Teachers of Record, students, and parents/guardians supply separate email addresses for communication. Students who need a separate email account from their parents/guardians can sign up for a free account with Yahoo, Gmail, or Hotmail. Please note, however, that Excel Academy does not have any relationship with these third parties, and it is not responsible for the availability or

content of marketing or other materials on the above third parties' websites. The providers of the websites may discontinue their free programs at any time at their discretion.

Phone and Text Communication

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

Tone of Contact

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

Authorized Contacts

At the time of enrollment, a student's parent/guardian is asked to approve any contacts that have authorization to receive performance information about the student. Individuals with authorization are responsible for maintaining current contact information with the school. In accordance with FERPA law, school officials are only authorized to speak to parents/guardians that are listed at the time of enrollment and who possess educational rights. The Registrar should be notified of any changes in custody or educational rights immediately.

Academic Integrity Policy

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

Definition of Plagiarism

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

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

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

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

The above examples represent examples of plagiarism and/or academic dishonesty. Whether a student copies something word-for-word or rephrases the ideas of another student and/or writer without properly acknowledging the source, both constitute examples of plagiarism. Excel Academy recognizes the accessibility of information and online sources. It is therefore imperative for students to review plagiarism and ensure steps to avoid the use of plagiarism in their writing assignments.

Process for Addressing Incidents of Academic Dishonesty

First incident:

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

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

Second incident:

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

- The ToR will confirm the student plagiarized or has been academically dishonest.

- If confirmed, the student will receive an F/zero in the course.
- A meeting with ToR, parent, and school administrator will be scheduled to explain the severity of the issue, to provide additional support, and to warn student that they are in jeopardy of being involuntarily withdrawn from the school.

Third incident:

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

- The ToR will confirm the student plagiarized or has been academically dishonest.
- If confirmed, student will receive an F/zero for the course they plagiarized.
- A meeting with ToR, parent, and school administrator will be scheduled.
- Student may be subject to discipline in accordance with applicable due process provisions in accordance with the relevant charter petition, which is available upon request.
- Related educational records, including disciplinary records, may be provided to colleges or other school districts where the student seeks to enroll or transfer as permitted in accordance with applicable law.

Grievance Procedure:

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

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

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

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

Excel Academy's Parent Proctoring Policy

Excel Academy considers academic honesty and integrity to be one of its highest values. Assessments are an integral part of the individualized learning plan for all students. It is critical that all assessments are completed ***independently*** in order to identify areas of strength and any potential learning gaps. The purpose of this policy is to create and maintain ethics and integrity in all academic endeavors. Our intent is to provide our students and parents/guardians with guidelines to understand what is and is not acceptable when proctoring at-home assessments.

Parents/guardians who proctor i-Ready and course subject matter assessments for their own students are expected to follow the guidelines set forth in this policy. Regardless of the parent's intent, the acts stated below constitute academic dishonesty, as they facilitate in producing test results that are not an accurate reflection of the student's independent academic abilities.

Cheating (Definitions of Cheating)

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

i-Ready

Examples of inappropriate support on i-Ready assessments include, but are not limited to:

- Reading passages, questions or answers aloud for the student
- Use of a calculator, number mat, multiplication tables, etc.
- Use of a dictionary or thesaurus
- Giving hints such as "Remember, we did this..."
- Asking questions such as "Did you read the whole passage?"
- Pointing to items on the screen
- Narrowing down answers
- Copying questions or taking screenshots
- Recording test content for use after the test

Examples of appropriate support on i-Ready assessments include, but are not limited to:

- Reminding students to scroll down
- Reminding students to click the "next" button
- Encouraging students to make their best guesses
- Encouraging students to take a break in order to do their best work
- Using scratch paper for math
- Clarifying directions

Testing Dishonesty in Grades TK - 6

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

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

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

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

Accommodations for Students with IEPs or 504 Plans

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

Internet/Computer System Acceptable Use Policy (AUP)

Excel Academy provides technology resources to its students solely for educational purposes. Through technology, the schools provide access for students and staff to unlimited resources. Expanding technologies provide tremendous opportunities for enhancing, extending, and

rethinking the learning process. The goal in providing these resources is to promote educational excellence by facilitating resource sharing, innovation, and communication with the support and supervision of the parent and credentialed teacher.

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

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

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

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

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

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

- Devising or executing any scheme or artifice to defraud or extort
- Wrongfully control or obtain money, property, or data

- Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network
- Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network
- Knowingly introduces any computer contaminant into any computer, computer system, or computer network

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

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

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

<http://www.digitalcitizenship.net>.

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

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

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

- Using the school funded internet/computer system for illegal, inappropriate, or obscene purposes or in support of such activities
- Utilizing the school funded internet/computer system for any illegal activity including violation of copyrights or other contracts relating to licensed uses.
- Intentionally disrupting equipment of system performance.
- Downgrading the equipment or system performance.
- Damaging or misusing any hardware or software.
- Utilizing the school’s computing resources for commercial/financial gain or fraud.

- Pirating and/or theft of data, equipment, or intellectual property.
- Gaining or seeking to gain unauthorized access to resources or entities.
- Utilizing the system to encourage the use of drugs, alcohol or tobacco or any promotion or attempt to promote any unethical behavior.
- Using harassing, abusive or obscene language.
- Annoying, harassing or intentionally offending another person.
- Introducing computer viruses into the system.
- Forging electronic mail messages or using an access owned by, or used by another.
- Wasting of resources.
- Invading the privacy of others.
- Possessing data in any form (including hard copy or disk) which might be considered a violation of these rules.

Consequences of Non-compliance

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

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

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

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

Student Freedom of Speech / Expression

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

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

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

Civility Policy

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

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

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

- using an inappropriately loud voice;
- using profane, vulgar, or obscene words or gestures;
- belittling, jeering, or taunting;
- using personal epithets;
- using violent or aggressive gestures or body-language;

- repeatedly and inappropriately interrupting another speaker;
- repeatedly demanding personal attention at inappropriate times;
- purposefully and inappropriately invading personal space;
- purposefully ignoring appropriate communications;
- wrongfully interfering with another person's freedom of movement;
- wrongfully invading another person's private possessions; or;
- any other behavior that inappropriately disrupts school-related activities.

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

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

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

Bullying Policy

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

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

- Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.
- Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- Causing a reasonable pupil to experience substantial interference with his or her academic performance.

- Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

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

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

Substance Abuse

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

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

Child Abuse Reporting

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

Homeschool Attendance, Progress Improvement Notification (PIN), and Involuntary Withdrawal Policy

Independent Study Policy

Excel Academy Charter Schools (“EACS” or “Charter School”) offers independent study to meet the educational needs of students enrolled in the Charter School. Independent study is an

alternative education program designed to teach the knowledge and skills of the core curriculum. EACS shall provide appropriate existing services and resources to enable students to complete their independent study successfully.

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

1. For students in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (20) school days.
2. A student may miss two (2) assignments during any period of twenty (20) school days. When any student fails to complete up to three (3) identified assignments in a school year, the Executive Director or designee shall conduct an internal evaluation to determine whether it is in the best interests of the student to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim student record. This record shall be maintained for a period of three years from the date of the evaluation and if the student transfers to another California public school, the record shall be forwarded to that school.
3. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a student's assignments and for reporting the student's progress.
 - b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
 - c. The specific resources, including materials and personnel, which will be made available to the student.
 - d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement.
 - i. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.
 - f. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate.
 - g. In the case of a student who is referred or assigned to any school, class or

program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.

- h. Each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

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

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

Outline of Violations that May Result in Involuntary Removal

Attendance

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

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

In California, each person between 6 and 18 years of age, unless otherwise exempt by law, is required to attend school full-time with regular and punctual attendance, and schools are required

to enforce this compulsory attendance law. (See Ed. Code, § 48200 *et seq.*) A student's failure to complete assignments on-time may subject the student to discipline, removal from the program, and/or being classified as truant and reported to the proper authorities. Please review the detailed Attendance, Progress Improvement Notification (PIN) and Involuntary Withdrawal policy found in the EACS Handbook.

Governing Board Policies

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

These policies include, but are not limited to:

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

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

Parent/Student Responsibilities

I, the student, agree to:

- The terms as outlined in the Master Agreement
- Complete coursework as outlined in the Master Agreement and as assigned by the credentialed Teacher of Record (ToR).
- Conduct myself in a respectful, responsible, and safe manner at all Excel Academy functions and on virtual forums. I understand that my participation in school functions is a privilege which can be revoked if my behavior is not acceptable.
- Attend all required meetings scheduled throughout the school year.
- Arrive promptly and come prepared to each Learning Period meeting with a body of work from that Learning Period which demonstrates coursework completed in each subject.
- Complete WIN intervention requirements, if assigned.
- Complete English Language Development (ELD) curriculum, if assigned.
- Request support from my ToR when needed.
- Complete all required assessments, including the following: CAASPP, i-Ready Diagnostic Assessments, Initial and Summative ELPAC assessments, grade-level paper/pencil assessments, PFT, Algebra 1 Readiness Assessment (students entering Algebra I only), interventions and assessments within the WIN program, and course assessments.

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

I, the parent/guardian, agree to:

- Prompt, timely, and effective communication with my ToR within 24-48 hours (M-F) of being contacted.
- Provide any necessary documentation or information to the school in order to record attendance in compliance with applicable law.
- Provide the school with all required documentation for continued enrollment, such as proof of residency.
- Ensure the student's coursework aligns with grade-level content standards, including all necessary components of each subject area. If the ToR finds that additional material is needed to fully align coursework to grade level content standards, the parent/guardian is responsible to assign additional coursework to the student which aligns with those content standards in question.
- The daily teaching, monitoring, verification, and assessment of all subjects/courses outlined in the Master Agreement.
- Attend LP meetings at a mutually agreed upon location with all necessary paperwork, including a body of work for each subject/course listed on the Master Agreement.
- Be responsible for the adequate academic progress of my student as determined by the ToR. Provide work samples, if requested by the ToR every 5 school days.
- Attend all LP meetings during the designated LP week scheduled by the ToR. If a make-up meeting is scheduled by the parent/guardian, it needs to take place within 5 school days of the original meeting. Parents/guardians that reschedule more than twice per calendar year may be subject to a PIN.
- Attend all required school meetings with the student, including but not limited to Learning Periods, high school planning, SST, 504 Plan, IEP etc., on time and as scheduled, notifying school personnel at least 24 hours prior if cancellation or change is necessary
 - For students with an active IEP or 504 plan parent/guardian will be contacted regarding next steps
 - If any school meeting is held virtually, I agree to show my face and my student's face on camera during the meeting.
 - Failure to do so for a period of 5 school days or more will result in a Progress Improvement Notification (PIN).
- Provide Excel Academy with in-progress grades if my student enrolls 20 days or more after the start of the semester and understand that in progress grades will be combined with grades earned at the previous school to award the final semester grade.
- Conduct myself in a respectful, responsible, and safe manner at all Excel Academy functions. I understand that my participation in school functions is a privilege which can be revoked if my behavior is not acceptable. Provide transportation to my student's scheduled meetings and school assessments
- Ensure that if my student is a designated English Learner, the student will complete the ELPAC as required by law and will utilize the required ELD curriculum.
- Acknowledge and ensure that if my student uses instructional funds for tutor services, the tutor input does not supersede my responsibility for the day-to-day instruction and progress monitoring of my student.
- Request support from my student's assigned ToR when needed.

- High School students or students taking high school level coursework must actively attempt and complete at least 25 credits per semester (20 credits at Excel Academy if the student is participating in concurrent enrollment).
- Ensure that upon disenrollment, involuntary removal, or the designated due date, all school purchased materials will be returned to Excel Academy. All materials are the property of Excel Academy and are on loan to the student while enrolled at Excel Academy. If any materials are willfully damaged or lost, I may be required to pay the full replacement costs of such items
- Acknowledge that the charter school has an obligation to provide a Free Appropriate Public Education (FAPE) to every student. If my student has an Individualized Education Program (IEP) and does not access the special education and related services or accommodations as outlined in the IEP, I understand the charter school will contact me to schedule a PIN IEP after five no-shows for IEP services. The IEP will discuss my student's unique needs in relation to the missed or cancelled sessions, and the most appropriate means for the student to access necessary supports. If a sixth no-show occurs, a PIN may be issued.
- Acknowledge that if my student is receiving general education accommodations under a Section 504 plan, is in the process of receiving individualized intervention, or is in the process of being evaluated for special education eligibility and fails to participate; I understand the charter school will contact me to determine next steps.

*Teacher of Record (ToR") responsibilities are outlined in the EACS Handbook.

Progress Improvement Notification Policy

First Progress Improvement Notification (PIN)

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

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

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

Second Progress Improvement Notification (PIN) - Meeting with School's Support Team

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

If the reason for the notification is that the student failed to complete an identified assignment outlined in the PIN letter per the credentialed ToR, the student must complete the assignment. In addition, a Student Success Team (SST) meeting may be held with the school's educational team within ten days. The conference will include the student, parent, teacher, and school intervention or SPED designee. The purpose of the meeting will be to develop a plan to support the student's success.

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

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

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

Third Progress Improvement Notification (PIN) - Internal Evaluation

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

When any student fails to complete three (3) identified assignments (or fails to meet the responsibilities in the Master Agreement , Acknowledgement of Responsibilities (AoR), or Independent Study Policy three times) during any period of twenty (20) school days, the Executive Director or designee shall conduct an internal evaluation to determine whether it is in the best interests of the student to remain in independent study. If the evaluation finds that it is not in the student's best interest to remain in independent study, the student may be removed in accordance with the process outlined below.

Involuntary Withdrawal Policy

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

If a hearing is requested, both the parent/guardian and the student have a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of the hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder shall receive a copy of the Charter School's hearing process.

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

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

Special Education Students - PIN Policy

If the at-risk student is a student with an active IEP or 504 plan, or is a student suspected of having a disability condition, the teacher will contact the appropriate charter school administrator and comply with all provisions of applicable law in addressing any concerns. These concerns may include the student's failure to meet the minimum qualifications of independent study or abide by governing Board policies. Change of placement for a current special education student, or eligibility determination for a child suspected of being a student with a disability, will be addressed by the IEP team. No student who is known to have a disability condition will be involuntarily removed until 1) a Manifestation Determination Review (MDR) meeting is convened according to law and

2) it is determined at that meeting that the concerns warranting removal are not a manifestation of the student's disability.

Suspension/Expulsion Procedures

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

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

Family Educational Rights and Privacy Act (FERPA)

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

1. The right to inspect and review the student's education records within 45 days after the day the school receives a request for access.
2. Parents or eligible students should submit to the program lead/director a written request that identifies the records they wish to inspect. The program lead/director will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
3. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.
4. Parents or eligible students who wish to ask the school to amend a record should write the program lead/director, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
5. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

6. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. For this purpose, a school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.
7. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with the requirements of FERPA. The name and address of the Office that processes FERPA complaints are:

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

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

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met.
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if

the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34.

- To authorized representatives of the U.S. Comptroller General, the U.S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the CDE. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf.
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid.
- To state and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38.
- To organizations conducting studies for, or on behalf of the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction.
- To accrediting organizations to carry out their accrediting functions.
- To parents of an eligible student if the student is a dependent for IRS tax purposes.
- To comply with a judicial order or lawfully issued subpoena.
- To appropriate officials in connection with a health or safety emergency, subject to §99.36.
- Information the school has designated as "directory information" under §99.37.

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

Examples include:

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

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

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

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

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

Title IX Notice of Nondiscrimination

Excel Academy does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the school's non-discrimination policies:

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

Annual Notice of Uniform Complaint Procedures

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

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

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

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

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

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

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

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

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

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

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

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

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

Parent Liability for Student Conduct

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

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

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

notify the parent or guardian of the pupil's alleged misconduct before withholding the pupil's grades, diploma, or transcript.

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

Suicide Prevention Policy

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

School Counselors:

Arleen Conradi- aconradi@excelacademy.education

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

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

Please click the link to view:

[Suicide Prevention Policy](#)

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

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

1. Students will learn about recognizing and responding to warning signs of suicide in friends, using coping skills, using support systems, and seeking help for themselves and friends. At the beginning of each school year, an informational pamphlet will be provided to each student's parent or guardian. It is the responsibility of each student's parent or guardian to review this information with him or her. If parents or guardians have any questions about the material, they can contact the school's appointed suicide prevention liaison, Arleen Conradi.
2. The school has a designated Crisis Team who provides appropriate resources and support to students, & families in crisis.
3. When a student is identified as being at risk, they will be assessed by a school employed mental health professional who will work with the student and help connect them to appropriate local resources.

4. Students will have access to county & national resources which they can contact for additional support, such as:

- ❖ [Mental Health Resources by County](#)
 - ❖ [The National Suicide Prevention Lifeline](#) –1.800.273.8255 (TALK),
 - ❖ The Trevor Lifeline – 1.866.488.7386, [The Trevor Project](#)
- All students will be expected to help create a school culture of respect and support in which students feel comfortable seeking help for themselves or friends. Students are encouraged to tell any staff member if they, or a friend, are feeling suicidal or in need of help.
 - Students should also know that because of the life or death nature of these matters, confidentiality or privacy concerns are secondary to seeking help for students in crisis.

McKinney-Vento Information

If you are in a situation that qualifies you as homeless based on the McKinney-Vento definition below and you are interested in receiving information about resources available in your area, please contact your ToR and/or a school counselor.

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

Definition of homeless:

The federal government's legal definition of "homeless" based on the McKinney-Vento Homeless Assistance Act is anyone who:

- Lacks a regular, fixed, and adequate nighttime residence (substandard housing, no water or electricity)
- Is sharing housing due to economic hardship (doubled up/tripled up)
- Is living in a public place not designated for sleeping (cars, parks, abandoned buildings, motels, trailer parks, and campgrounds)
- Is an unaccompanied youth
- Is a child or youth awaiting foster care placement
- Is a child abandoned in a hospital
- Is a migrant child who qualifies under any of the above

Homeless Students' Rights

- Be immediately enrolled in school without a permanent address.
- Continue in the school that the student attended before becoming homeless.
- Go to school, no matter where the student lives or how long he/she has lived there
- Enroll and attend classes while the school arranges for the transfer of required school records or documents
- Enroll and attend classes even while the school and parent seek to resolve a dispute over enrollment
- Receive transportation to his/her school of origin as long as he/she is homeless, or if the student becomes permanently housed, receive transportation until the end of the academic school year
- Participate in tutoring, school-related activities, and/or receive other support services

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

Parent Advisory Committee

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

- School budget, including the LCAP
- Curriculum/Instruction/Assessment
- Fundraising and Grants
- School Program Development

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

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

English Learner Advisory Committee

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

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

School Site Council

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

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

1. Oversee the School Plan for Student Achievement (SPSA).
2. Act as a decision making authority and advisory board related to various school goals.
3. Provide ongoing review and modifications to SPSA as needs arise.
4. Evaluate the progress made toward academic goals and student achievement.
5. Promote trust in school decisions that benefit all Excel Academy students.

The SSC consists of:

- Excel Academy's Executive Director
- Teacher of Records
- non-teacher staff members
- parents
- students

Printed copies of the handbook are available to view in English, Korean, and Spanish at the Excel Academy Administrative office in Irvine.
Translation in primary language can be provided upon request.

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 10.5

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
X	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of the Case Manager Handbook 2020-2021

Background:

The Case Manager Handbook provides our Special Education Teachers with policies and procedures to successfully execute their role at Excel Academy Charter School. Updates made to the 2020-2021 Case Manager handbook include expectations for the Case Manager's daily schedule, IEP responsibilities, and instructional practices.

It contains information such as Special Education PIN procedures, communication with families and admin, weekly responsibilities, and instructional design.

It is recommended the Board approve the Case Manager Handbook 2020-2021 for special education teachers as presented.

Fiscal Impact: None.



2020-2021
Case Manager Manual

Introduction

The administrative team at Excel Academy Charter School welcomes you to the new school year. Our department works under the exceptional leadership of our Assistant Director of Special Education, Lara Ulmer; our Executive Director, Heidi Gasca; and the Sonoma County Charter SELPA .

The Department of Special Education of Excel Academy Charter Schools seeks to provide flexible, personalized learning through a customized course of study that will educate, motivate, empower and instill a love of learning in each individual student as its core mission and vision. Teachers and parents join together to maintain high expectations and promote academic excellence for all students creating the next generation of leaders. Special Education Case Managers have an integral role in accomplishing this vision as entrusted members of the educational team for students with disabilities.

Core Values...

1. Sustainable Quality
2. Individualized Learning
3. Integrity
4. Innovation for every student
5. Collaborative Partners
6. Growth Mindset culture

Roles and Responsibilities

Special Education Case Manager

A Case Manager is a credentialed/licensed teacher or related service provider who is a member of the IEP team and is responsible to coordinate and/or provide instruction and related services for the student. Case Managers will coordinate the delivery of special education services and will be the primary contact for the parent. The essential roles of the case manager are:

- (1) Instructor- provide high quality, student-specific instruction and support
- (2) Collaborator-communicate, connect and coordinate between home, school, and other agencies, including both regular and special educational programs
- (3) Facilitator-facilitate appropriate educational placement, meaningful discussions during IEP meeting, collaborate with general education staff and service providers, and schedule team meetings
- (4) Advocate- support and advocate for the educational benefit of our students at all times, assuring compliance with procedural requirements, protecting and upholding the educational rights of IDEA, and performing with the utmost integrity
- (5) Learner- participate in professional development, collaborative discussions with colleagues and maintain a posture of self-reflection to continually improve, adjust strengthen and share, best practices in the field of education

Case Managers are required to complete the following activities throughout various points within the school year. The case manager's responsibilities listed below are to provide parameters around their professional responsibilities but are not an exhaustive list.

PRIOR TO THE FIRST DAY OF SCHOOL (non-student days)

- Review IEPs (current and history) of students on your caseload in SEIS prior to the beginning of school (as soon as IEPs are assigned or available).
- Confirm Student profile data utilizing the department's case management support platform is reflective of each student's current approved IEP.
 - Document errors and submit to Special Education Coordinator
 - If a student has an unsigned IEP within the last school year, please notify the Program Specialist to discuss next steps.
 - Introductions
 - Set up a zoom meeting to walk through individual student summaries
 - Support curriculum selection and Course of Study drafting in alignment with each individual students IEP
 - Discuss accommodations for instruction/work samples as listed in the IEP
 - Create a plan for ongoing collaborations and sharing of student work no less than once monthly
- Review and/or identify the service provider for each student service. Contact providers and introduce yourself as information is released.
- Provide support to ensure all General Education Teachers and service providers for each student have the current IEP, have reviewed the student's IEP, understand their responsibility for service, attendance and data collection throughout the year
- Participate in all assigned professional development activities including those available to general education teachers to familiarize yourself with the general education curriculum and materials.
- Provide consultation to general education teachers regarding accommodations, alternative learning materials and assistive devices.
- Collaborate with the Intake Manager and service providers to identify students who have Interim Placements (administrative offer when a child is enrolled with an IEP from outside the SELPA) and have been placed on your caseload.

- Schedule a 30 Day IEP with all members of the IEP team. Please note that 30 days meetings are critical in providing students with appropriate offers of FAPE.
- Send Welcome Letter to families no later than **August 7, 2020** and begin building rapport after confirmation that the MA has been signed.
 - Letter should include
 - Introduction
 - Explanation of Role
 - Communication expectation and boundaries
 - IEP meeting blocks
 - Links to 2 surveys
 - Scheduling survey
 - Student Survey
 - Office hours (available by appointment on scheduled release time)
- Schedule all known 30 day, annual and triennial IEPs through **January 31, 2021**. Consider parent survey responses, school master calendar and department meetings. First year CMs - contact Kristy for support with scheduling. All other CMs - contact Lauren for support.
- Set up your weekly instructional schedule
 - Including all group, individual or consultative services

MONTHLY (First day of school through the closing date)

- Communicate with all vendored service providers. Check-in on progress and/or lack of progress. Remind of attendance and data collection policies.
- Communicate with all parents who you are providing case management support to. Ensure services are being provided and attended. Check-in on overall concerns and progress. Offer consultative support for home instruction, strategies and accommodations/modifications per individual IEPs
- Hold scheduled IEPs before the due date to remain in compliance. It is highly

recommended that all IEPs be scheduled no later than two weeks prior to the compliance date. This will give the team time for unexpected rescheduling.

- Attend Special Education Department Team Meeting
- Attend Department Collaboration Sessions
- Returning Case Managers schedule and attend monthly case management check-in with assigned administrator.
- Enter Meeting Notice information in SEIS for all IEPs to be held the following month. Meeting notice information must be entered by the 10th of each month beginning in August for September IEPs and continue for all subsequent months.
- Please email Lauren Hansen to notify that meeting notices are ready to be sent via docusign.
- Once meeting notices are returned COMPLETED, verify responses on IEP meeting notice, follow-up as needed, and attach to students seis record.

WEEKLY

- Provide quality instruction and services with fidelity and integrity in full compliance with each individual students' IEP
- Collect data for progress monitoring of goals
- Keep documents and files up to date
- Use scheduled release time for prep, IEP writing, collaboration, documentation, communication, etc
- Communicate with parents of students with in-person SAI*
- Confirm SAI sessions for the following week and send attendance verification for weekly services to parents via docusign.
- Enter provider attendance data from case management support platform to the SEIS service tracker.
- Community with Lauren regarding pending unsigned IEPs. After a maximum of 7 days, follow-up with the parent to confirm receipt of docusign IEP. Notify Lauren if the parent did not receive their first email. Notify Program Specialist after two weeks if IEP

remains unsigned.

DAILY

- Use SEIS service tracker to take daily attendance of individual and group sessions
- Check and respond to emails (responses should be within 1-2 business days)

BEFORE/DURING/AFTER EACH SAI SESSION

BEFORE

- Make sure you have the necessary materials prepared for in-person/online sessions
 - Testing kits
 - Protocols
 - Manipulatives
 - Video tutorials
 - Sensory break objects
 - Attendance Log (in person SAI)
 - Google Classroom with assignments, tasks dated and entered
 - Presence Learning que ready for individual/group instruction
 - Data collection, progress monitoring materials
 - Session schedule and objectives visible to students/parents

DURING

- Utilize and implement accommodations/modifications as listed in the students IEP
- Have parent sign attendance log (in person sessions only)
- Maintain full attendance to student(s) during all SAI sessions. Do not engage in personal or other work related phone calls while in session except in case of emergency.
- Clearly state/post lesson objectives at each session related to student's goals and/or
- Have fun teaching!

AFTER

- Document/record/grade any student work samples or data

- Use previous session to inform future lesson plans

FINAL 30 DAYS OF THE SCHOOL YEAR

- Schedule an “End of the Year” case management meeting with the Special Education Coordinator or Program Specialist.
- Collect/enter data on goals for June progress reports
- Submit student names who will require follow up in September.

Other Areas of Responsibility

COMPLIANCE

- Hold and facilitate IEPs in compliance with IDEA and demonstrating best practice within the Special Education field
- Implements IEPs with fidelity and integrity
- Collect and enter accurate formal data for IEP progress reports, to align with:
 - Each student’s individualized goal benchmark schedule (2 progress reports annually + final annual IEP review), and
 - General education report card dates.
- Adheres to all legal timelines
- Understands the laws and obligations of Mandated Reporting and acts accordingly
- Communicate needs and concerns with Sped Admin team in a timely manner
- Work collaboratively with parents and ToR
- Implement and collect data on BIP when applicable

ORGANIZATION

- Establishes and maintains student files
- Plans direct instruction lessons for each student in alignment with their IEP and grade level standards
- Ensures that all materials and services are in place for the student
- Maintain appropriate systems and tools for professional organization (ie. calendar, task lists, call logs)

COMMUNICATION

- Establishes ongoing communication with parents for student progress
- Communicate needs and concerns with Sped Admin team in a timely manner
- Communicates needs of the student's safety and welfare
- Communicates all decisions, plans and policies to parents and team members and advocates.
- Establishes ongoing communication with parents for student progress and/or concerns.
- Documents parent communication in case management support platform
- Communicates the need for individualized supplemental materials as defined in the IEP (assistive tech, low incidence equipment, etc) to LEA representative and follows up as needed.

CURRICULUM

- Develops or incorporates curriculum learning components based on student needs
- Develops and implements modifications and accommodations for each student
- Implements the use of individualized supplemental materials as defined in the IEP (assistive tech, low incidence equipment, etc) to support goals and objectives
- Establishes and implements a graduation plan in coordination with the high school team
- Provides assessment of student achievement based on curriculum

INSTRUCTIONAL DESIGN, DEVELOPMENT, DELIVERY

- Establishes student baselines before instruction.
- Plans and implements instructional delivery
- Plans presentation of lessons
- Documents student response to curriculum
- Determines informal curriculum or standards based assessment in alignment with grade level standards and IEP

- Provides interventions, accommodations and/or adaptations for student achievement
- Structures learning environment for each student
- Virtual classroom and behavioral management
- Be prepared to be on camera for all instructional sessions

PROFESSIONAL DEVELOPMENT

- Maintains license
- Participates in Staff Development and department meetings

IEP: Process, Procedures, and Meetings

The IEP process is a collaborative effort between all stakeholders in a students' educational circle of support. Ongoing communication and collaboration throughout the year are the foundation to a meaningful IEP. In addition to consistent, student-focused collaboration with services providers, parents and ToRs throughout the year, please comply with the following procedures:

Before the Meeting

- Coordinate with all members of the student's IEP teams to determine a meeting date.
- Enter on Master Calendar including zoom link with waiting room enabled
- Enter Meeting Notice information in SEIS for IEPs to be held the following month. Meeting notice information must be entered by the 10th of each month for IEPs beginning in August for September IEPs and all subsequent months.
- Notify Lauren Hansen when invitations are ready to be sent via DocuSign
- Collect present level and goal data from general education ToR and all service providers (forms are due 2 weeks prior to IEP date)
- Send/Share a feedback form, or meet with parents to get parent input (remember they are the primary teacher)
- Ask if the parents would like a draft copy of the present level or proposed goals prior to the meeting. If yes, please provide at least 5 days before the meeting. All sent pages should be watermarked as DRAFT. If it is an assessment review meeting, evaluation report drafts may also be requested by parent.
- Send meeting agenda 3-5 days before the meeting and ask for parent input
- Maintain an exceptional tracking system that will assist you in meeting due process timelines, if needed, and progress on goals and objectives. It's easier to be proactive than reactive should challenges arise.

Opening the meeting

- Most meetings are held via Zoom . Coordinate with LEA rep to set up video conference norms
- All professional staff need to be prepared to be on camera for IEP meetings. LEA rep will determine when/if it is appropriate to turn off cameras
- Once all members have joined the meeting, begin with introductions. You are the facilitator of the meeting and can call on individuals by title to state their name, position, and role on behalf of the student. Ex. “Kristy Spurgin, Case Manager. I meet weekly with _____ to work on Comprehension and math. I also support the point of contact between all providers.” This helps the parent know and remember all the people on the phone and starts the meeting off student-focused.
- Zoom calls may be conducted via live video or conference call. Ask parents for preference as to zoom mode prior to IEP and communicate preference to LEA rep.
- Meeting norms should include requesting all participants mute their phone or computer when not speaking to reduce background noise.
- Confirm the parents received parental rights with the invitation. Offer a full explanation of parental rights. Record parent response verbatim in the notes. Ask if they have any specific questions regarding their rights. Record the parents’ responses verbatim.
- State for the team and record in the notes the school in which the student is enrolled and that it is a school of choice.
- Open with the purpose of the meeting and parent concerns or questions related to educational progress. Make sure each item noted by the parent is addressed during the meeting.
- Zoom IEP meetings should NEVER be video-recorded. Audio recordings are permitted if parents requests. Notify LEA rep prior to meeting if parent indicates a desire to record.

During the Meeting

- Use the agenda sent to parents prior to the meeting. Ask if parents have had the opportunity to review and if they would like to add any items to the agenda
- Stay student-focused

- Stick to the agenda; actively listen but redirect when the conversation gets tangential
- Use the term APPROPRIATE when describing the students' program and recommendations (vs. BEST).
- Watch body language (if on video) and/or voice tone. If the IEP is held via conference call, pause often to check for understanding, questions or comments. Keep the pace in mind for conference calls as they tend to go a bit slower to allow for pauses between communication and to allow participants ample time to unmute themselves during the meeting.
- If you are utilizing zoom video features, you may share screens to display student work samples and/or draft portions of the IEP directly into SIES during the meeting.
- When needed, meet with staff in advance to make sure they are familiar with the needs of the student and concerns of the parent
- For IEPs that are anticipated to be complex, involve parent bringing a representative (e.g. advocate, attorney, etc), or those being held for students with a history of litigation; contact LEA rep well in advance of IEP to schedule a formal staffing with entire IEP team
- Listen objectively to parent concerns or complaints. Meetings that are not progressing can be adjourned and reconvene at a later date. Follow the lead of your LEA rep as they are the facilitator of the IEP meeting.
- Listen to and consider all parent/provider/team members' requests. Make recommendations based on data and educational benefit for the student.
- Remember to periodically pause, clarify, and ask questions (e.g. are you in agreement with this recommendation, does this sound like what you are seeing at home, etc). It is important to capture parent input throughout the entire process.
- Providers and Case Managers are assigned by the school. Personnel assignments are not IEP team decisions. Discussion should be focused on needs, services, and the recommended program - not on specific provider or teacher preferences.
- If a meeting with parents becomes adversarial, facilitators should use the following tips to maintain a functional meeting.

- Stay calm and composed.
- Take a break to reset the tone of the meeting.
- Use judgement to determine if it is necessary to adjourn the meeting and reconvene at a later date if needed.
- Be an active listener and use questioning to get to the root of the concern or complaint. Asking questions will help everyone on the team to understand the perspective of a particular team member. Many times once mutual goals are discovered, the team can agree on a plan to move forward. (Positive rapport and consistent communication throughout the year will add to a positive IEP meeting culture.)

Ending the Meeting

- When ending the meeting, it's important to bring proper closure to the decisions made, so every team member understands their responsibilities with the student's educational program.
- Inform parents that the minutes from the meeting will be incorporated into the IEP.
- Briefly review the minutes of the meeting from the Notes Page
- Recap the services being offered and any changes that are being recommended.
- Confirm that the parent is in agreement with the offer of FAPE again.
- Inform/remind parents of attendance and cancelation policy
- Inform/remind parents that in-person services must be provided in a public location.
- Ask parents if they agree to have the draft IEP sent via DocuSign for their review or if they would rather have the draft IEP sent via certified mail.
- Remind the team that consent is not obtained until the parent has signed the IEP and that IEP is in draft form until consent is received.
- Close the meeting with each person stating their name, position and that they agree to be listed on the attendance/consent portion of the IEP.
- Encourage the parent to review the IEP upon receiving it.
- Encourage parents to call if they have any questions.

- Thank the parents and team members for coming

AFTER THE MEETING

- Complete notes and any changes made by team during the IEP meeting
- Work with assigned administrator to Affirm/Attest IEP documents
- Once affirmed, send via pdf to Lauren Hansen to send out for signatures via DocuSign
- Once returned, upload signed copy into SEIS with parent signatures
- Notify Program Specialist if there is any response on the signature page other than full consent
- Check “yes” for parent consent in SEIS
- Update goals and data in case management support platform
- Communicate when consent is received to all service providers and to the general education ToR

Professionalism

All staff members are expected to maintain and display exemplary professionalism when representing Excel Academy out in the community. When meeting with students in the community case managers are expected to meet with students in public locations. You are not permitted to provide services within the home, unless home/hospital services are listed in the IEP. If a student needs a “private” or quieter study area while out in the community, look for study rooms in libraries or community centers with windows or the ability to leave the door open. Please refer to your employee handbook for more information other professional expectations

SPED Progress Improvement Notification (PIN) Policy

The Special Education (“SPED”) department of Excel Academy Charter School and its programs (“EACS” or the “Charter School”) is required to provide a Free and Appropriate Education (“FAPE”) to all SPED students. The purpose of this policy is to outline the steps that will be taken by the SPED department if the parent/guardian and student responsibilities are not fulfilled per a signed Individualized Education Plan (“IEP”).

The following process will be followed when a SPED student is not attending their SPED and/or related service(s). A “no show” is a cancellation with less than 24 hours notice to the SPED provider.

1. Case manager and/or service provider will keep track via a contact log of how many no-shows to a SPED and/or related service(s) a student has accumulated.
2. Once a student accumulates three (3) no-shows to SPED and/or related service(s), the case manager will contact a program specialist, and the SPED provider will email the student’s case manager with dates of services missed. SPED administration contacts parent/guardian to discuss the reason(s) for missed services. SPED administrator will confirm with the parent/guardian the date/time of the next scheduled SPED and/or related service(s) to ensure student attendance.
3. A FAPE IEP is held after a total of five (5) no-shows to services. During the FAPE IEP meeting, the SPED administrator will discuss FAPE with the parent/guardian along with the IEP teams concerns and the following available options:

- a. Parent/guardian can ensure student attends SPED and/or related service(s) and EACS will continue to monitor compliance. SPED administrator will discuss options with parent/guardian to ensure attendance at SPED and/or related services such as switching the date/time of service and/or delivery model (virtual or in-person).
 - b. Parent/guardian can choose to enroll student in a traditional brick and mortar school where the student would be ensured access to FAPE.
 - c. EACS can file due process to ensure student is receiving FAPE.
4. At the 6th no-show, a Progress Improvement Notification ("PIN") will be issued to the student.
5. A PIN will be issued for each additional missed service.
6. Once a student receives three (3) PIN's for missed SPED services, an additional IEP meeting will be held with parent/guardian to discuss issues of the student not attending SPED and/or related services. Team will be tasked with determining if the absences are a manifestation of the student's disability.
7. If a change of placement is determined by the IEP team, parent/guardian consent would be required. EACS cannot voluntarily withdraw a student without parent/guardian consent. Change of placement for a current special education student, or eligibility determination for a child suspected of being a student with a disability, will be addressed by the IEP team. No student who is known to have a disability condition will be involuntarily removed until 1) a Manifestation Determination Review (MDR) meeting is convened according to law and 2) it is determined at that meeting that the concerns warranting removal are not a manifestation of the student's disability.

Supervision

All casemanager are required to be evaluated a total of 2 times during the school year. Evaluations will be conducted by the Program Specialist and/or AD of Sped. The goal of supervision is to encourage areas of strength, maintain best practice and provide support in areas of growth. Evaluations will consist of observations, feedback, discussion and self reflection. All interactions with your Sped leadership team may be utilized to gather observational information to guide your evaluation. Evaluation form and process will be given at the October Special Education Department meeting.

X_____ Date _____

[SIGN HERE] This signature indicates that you agree to honor, abide, and strictly adhere to the Sonoma County Special Education Local Plan Area (SELPA), California Department of Education, the requirements of the Individuals with Disabilities Education Improvement Act of 2004 (IDEA 2004) and the U.S. Department of Education's Office of Special Education Programs (OSEP).

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 10.6

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
X	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of the Community Provider COVID-19 Waiver

Background:

The Community Provider Waiver acts as a legal protection for Excel Academy against any liability that may arise from an Excel Academy Community Provider contracting COVID-19, as well as ensuring their compliance with Excel Academy's policies surrounding COVID-19. In the event that any Community Provider goes against Excel's policies regarding COVID-19, Excel reserves the right to terminate the agreement set forth by the Community Provider and Excel Academy.

It is recommended the Board approve the Community Provider Waiver as presented.

Fiscal Impact: None.



**ASSUMPTION OF RISK, WAIVER OF LIABILITY AND
AGREEMENT TO ABIDE BY COVID-19 HEALTH & SAFETY PROTOCOLS**

ASSUMPTION OF RISKS. I understand that while Excel Academy Charter School has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with services provided by our community partners, Excel Academy Charter School is not responsible for any risks related to COVID-19 in connection with the services provided by Community Partners. However, we require all applicable partnerships be in compliance with local, state and federal regulation. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. As a Community Partner for Excel Academy Charter School, I understand that I am expected to follow all local, state and federal regulations surrounding the COVID-19 global pandemic. It is my responsibility to facilitate a safe environment for students, parents and staff; this includes ensuring I'm following the same compliance as deemed applicable by the school.

I am fully aware that student participation in my services (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from receiving the Services, including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, and Waiver of Liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a

written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in providing Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me. I acknowledge Excel Academy Charter School reserves the right to terminate my Community Provider Service Agreement at any point if deemed necessary in non-compliance of terms of this Agreement.

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 10.7

Date: August 13 , 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
X	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of the COVID-19 Parent Waiver & Release Agreement

Background:

The COVID-19 Parent Waiver & Release Agreement acts as a legal protection for Excel Academy against any liability that may arise from an Excel Academy student contracting COVID-19.

It is recommended the Board approve the COVID-19 Parent Waiver & Release Agreement as presented.

Fiscal Impact: None.



**ASSUMPTION OF RISK, WAIVER OF LIABILITY AND
AGREEMENT TO ABIDE BY COVID-19 HEALTH & SAFETY PROTOCOLS**

Student(s) Name(s):

The novel coronavirus, or COVID-19, has created a pandemic resulting in a State of Emergency across the country and in our state. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health officials have required or recommended social distancing and, in many instances, have prohibited or significantly limited the congregation of groups of people.

_____ (“the School”) has in place measures to reduce the spread of COVID-19; however, this risk cannot be completely eliminated. Consequently, for the safety of our staff, students, parents, and other visitors, the School requires a parent or legal guardian of all students attending classes or otherwise participating in its on-site activities during this pandemic to acknowledge an assumption of the risk, waive (i.e., release) liability, and agree to abide by our COVID-19 health and safety protocols, as follows:

1. I am the parent or legal guardian of the above-named child(ren), and I request that my child(ren) be allowed to participate in and attend on-site classes and activities at the School and its affiliated locations (“School-sponsored activities”), and I give my permission for child(ren) to do so.
2. Assumption of Risk. I understand and acknowledge the risk to myself and my child(ren), of becoming exposed to or infected with COVID-19 at the School or School-sponsored activities, which exposure or infection may result from the actions, omissions, or negligence of others, including, but not limited to, other students, participants, School officials, employees, volunteers, and/or representatives. I assume all such risk and accept sole responsibility for any harm or loss to myself and/or my child(ren), including, but not limited to, personal injury or death or related costs or expenses of any kind, that I or my child(ren) may experience as a result of, or in any way related to, myself or my child(ren) attending on-site class(es) at the School or participating in other School-sponsored activities.
3. Waiver of Liability. In consideration for the School allowing my child(ren) to attend on-site class(es) and participate in other School-sponsored activities, I, on behalf of myself, and my child(ren), hereby release and hold harmless the School, _____ [School District/Governing Body, if any], and any officials, employees, volunteers, and/or representatives thereof, from any and all liability for any and all harm or losses arising from or in any way related to attending classes or participation in School-sponsored activities, including, but not limited to, exposure to or infection by COVID-19. Further, I covenant (i.e., promise) not to sue the School, _____ [same entity as above], or any official, employee, volunteer, and/or representative thereof, for any such harm or loss.
- 4.

5. Agreement to Abide by COVID-19 Protocols. I agree that my child will not enter School grounds or facilities if they:

- 4.1 Are feeling ill, which includes, but is not limited to, having any of the following symptoms of COVID-19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea;
- 4.2 Have tested positive for COVID-19 within the prior 10 days;
- 4.3 Have been in close contact with a suspected or confirmed COVID-19 positive person within the prior 14 calendar days; or
- 4.4 Are awaiting a COVID-19 test result.

I further understand and acknowledge that I, my child(ren), or anyone escorting my child(ren) to school may be denied entrance or admittance if the School determines that I or they are showing any signs of being ill.

I understand that if my child(re) is/are attending on-site classes or other School-sponsored activities and subsequently become ill with COVID-19 symptoms, are confirmed positive for COVID-19, or have close contact with a COVID-19 suspected or confirmed positive person, they will not be allowed to continue to attend any on-site classes or activities for at least 10 to 14 calendar days, as described above. If this occurs, there will be no tuition or fee refunds.

I warrant and represent that I am not aware of any medical condition of myself or my child(ren) that would render it inappropriate for me or them to participate in on-site classes or other School-sponsored activities.

I agree to abide by and instruct my child(ren) to abide by, the School's policy regarding face coverings, social distancing rules, maximum capacity limitations, and other COVID-19 related policies and procedures, which may include hand washing requirements, symptom screening and temperature checks.

I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, and avoid touching my eyes, nose, and mouth, and to instruct my child(ren) to do the same.

I agree to promptly inform _____ if I have any concerns regarding health and safety issues at the School related to the spread of COVID-19.

I understand and acknowledge that my failure to abide by, or my failure to ensure that any child of mine abides by, this Agreement may result in my child(ren) being deemed ineligible to continue attending on-site classes or other School-sponsored activities. If this occurs, I understand there will be no tuition or fee refunds.

I certify that I have read, understand and agree to the contents of this Assumption of Risk and Waiver of Liability and Agreement to Abide by COVID-19 Protocols, and that it is my intention by my signature that it bind not only on me, but my heirs, administrators, executors, successors, and assigns, and, if applicable, my child(ren).

Parent/Legal Guardian Name (Print)

Parent/Legal Guardian Signature

Dated

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 10.8

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of Certificated Personnel Report

Background: It is recommended the Board approve the following certificated personnel items.

EMPLOYMENT

Program	ID #	Name	Position	Fiscal	Effective Date
Warner	A0VR	Brandon Haskins	Special Education Case Manager	\$83,369.72	08/01/2020
Helendale	A0VM	Tamara Murphy	Title I Coordinator	\$82,400	08/01/2020
Helendale	A0UR	Loni O'Grady	Virtual Teacher	Base of \$2,200 for 4 students, max. of \$3,025 for all students (20) per course, per semester (per course)*	08/01/2020
Helendale	A0VK	Pamela Goalwin	Virtual Teacher	Base of \$2,200 for 4 students, max. of	08/01/2020

				\$3,025 for all students (20) per course, per semester (per course)*	
--	--	--	--	--	--

POSITIONS

Program	Position	Fiscal	Effective Date

CHANGE IN RELATIONSHIP

Program	ID #	Name	From	To	Fiscal	Effective Date
Warner	A0UD	Ye Esther Yi	Teacher of Record	Rescind offer due to budget		08/01/2020
Helendale	A0UJ	Marina Parker	Teacher of Record	Rescind offer due to budget		08/01/2020
Helendale	A0V3	Kylee Cleveland	Teacher of Record	Rescind offer due to budget		08/01/2020
Warner	A0UB	Hannah Crow	Teacher of Record	Rescind offer due to budget		08/01/2020
Helendale	A0SO	Shawna Goldhammer	Program Specialist	Resignation		07/24/2020

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 10.9

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X **Item is for Information Only:** ____

Item: Approval of Classified Personnel Report

Background: It is recommended the Board approve the following classified personnel items.

EMPLOYMENT

Program	ID #	Name	Position	Fiscal	Effective Date
Excel	A0VL	Tina McCarthy	Accounts Payable Clerk II	\$45,000.00	07/14/2020

POSITIONS

Program	Position	Fiscal	Effective Date

CHANGE IN RELATIONSHIP

Program	ID #	Name	From	To	Fiscal	Effective Date

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 10.10

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of Job Descriptions

Background:

Special Education Lead Case Manager Stipend:

The Special Education Lead Case Manager (LCM) is the department liaison, answering questions and providing guidance and support to members of their assigned team. The Special Education team is made up of no more than twelve Case Managers (CMs). The LCM facilitates monthly in-person meetings for their team focused on sharing updates from the administration, providing training in essential duties, and creating a positive environment to share and receive feedback with other team members.

Speech Language Pathology Assistant (SLPA):

The SLPA is responsible to assist the Speech Language Pathologist in speech and language evaluations of students (TK-12) and implement plans for rehabilitative care within various public education settings. The SLPA assists in providing instruction specific to the area of speech and language communication to students identified as having special needs, and monitors the use of augmentative devices and systems.

Special Education Program Specialist:

The Special Education Program Specialist provides overall program and technical assistance and provides and coordinates staff development in one or more areas of expertise.

Fiscal Impact: None.

EXCEL ACADEMY CHARTER SCHOOLS

Agenda Item: 10.11

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approve revisions to the Employee Handbook

Background:

Staff conducted the annual review of the Employee Handbook to ensure alignment with State Labor Code, applicable laws, and school procedures. The revisions document presented provides a summary of the proposed changes for the Board's consideration. The revisions document and the updated Employee Handbook will be provided to each employee electronically through the internal human resources information system.

It is recommended the Board approve the revisions to the Employee Handbook for distribution to staff.

Fiscal Impact: None.

EACS Employee Handbook:

Recommended for board approval 8/13/20 for distribution to staff for the 2020-2021 school year.

Location	Item
Section I: Nondiscrimination Policies A. Equal Employment Opportunity	<p>Add: New Language to add statement regarding priority to recruit and retain Highly Qualified Employees</p> <p><i>The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation and compensation, and discipline/dismissal practices annually.</i></p>
Section I: Nondiscrimination Policies NEW Subsection D	<p>Add: New Language</p> <p><i>Diversity Policy</i></p> <p><i>The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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:</i></p> <ul style="list-style-type: none">■ <i>Respectful communication and cooperation between all employees.</i>■ <i>Teamwork and employee participation, permitting the representation of all groups and employee perspectives.</i>■ <i>Work/life balance through flexible work schedules to accommodate employees' varying needs.</i>

	<p>■ <i>Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.</i></p> <p><i>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. All employees are also required to complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.</i></p> <p><i>Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.</i></p> <p><i>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.</i></p>
Section II: Employment Requirements D. Conflict of Interest Insert after #1	Add: New Language <i>2. Statement of Economic Interest (Form 700)</i> <i>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.</i>
Section II: Employment Requirements K. Certification and Licensing	Revise: Alignment with new credential requirements for all teachers Core academic Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold ("Certificated Employee"). In addition, teachers serving providing core instruction to an English Language Learner must possess <i>the proper</i> an EL authorization for grades kindergarten through twelve. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will not assign English Language Learners during that time. Please contact the HR department for further information.
Section III: Standards of Conduct	Add: New Language <i>For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.</i>

C. Physical Contact with Students and Other Staff Members																	
Section IV: Personnel Policies and Procedures B. Employee Status	<div>Revise: Modification to clarify retirement and benefit eligibility status</div> <div><div><div></div><div>Teachers of Record (TOR) with rosters of a minimum of 22 students are considered full time. A full time TOR is expected to work at least six (6) hours per day, for 185 work days, for a minimum of 1,110 hours per year.</div></div></div> <table><tr><th>Employee Status</th><th>Teacher of Record (Student Caseload per Month)</th><th>Exempt Certificated and Classified (FTE)</th><th>NonExempt Classified (Hours per Week)</th></tr><tr><td>Regular Full Time</td><td>Minimum 22 students</td><td>.75+ FTE</td><td>30+ hours</td></tr><tr><td>Regular Part Time</td><td>14-21 students</td><td>.50 - .74 FTE</td><td>20-29 hours</td></tr><tr><td>Non-Regular</td><td>13 or less students</td><td>.49 FTE or less</td><td>19 hours or less</td></tr></table> <div>Student Counts <i>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.</i></div>	Employee Status	Teacher of Record (Student Caseload per Month)	Exempt Certificated and Classified (FTE)	NonExempt Classified (Hours per Week)	Regular Full Time	Minimum 22 students	.75+ FTE	30+ hours	Regular Part Time	14-21 students	.50 - .74 FTE	20-29 hours	Non-Regular	13 or less students	.49 FTE or less	19 hours or less
Employee Status	Teacher of Record (Student Caseload per Month)	Exempt Certificated and Classified (FTE)	NonExempt Classified (Hours per Week)														
Regular Full Time	Minimum 22 students	.75+ FTE	30+ hours														
Regular Part Time	14-21 students	.50 - .74 FTE	20-29 hours														
Non-Regular	13 or less students	.49 FTE or less	19 hours or less														
Section V: Operational Considerations A. Employer Property	<div>Revise: Add language</div> <div><i>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</i></div>																

	<p><i>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.</i></p>
<p>Section VI: Health and Safety</p> <p>E. Employee Driving Policy</p> <p>Insert as subsection E and reorder subsequent sections.</p>	<p>Add: Employee Driving Policy</p> <p><i>Per Vehicle Code 1808.1, the Department of Motor Vehicles requires employers of staff that drive for work related purposes to monitor the driver's current public record reported to the DMV. This policy will minimize risk and ensure only safe drivers are allowed to drive on School business. The policy will require eligible employees to enroll in the DMV's pull notice program, maintain a driver's license, and meet the minimum liability insurance coverage.</i></p> <p><i>The School must ensure that risks are minimized and ensure that only safe drivers are allowed to drive on School business. This policy is subject to revision based on the School's insurance policy requirements. Employees who are required to regularly drive to attend in-person meetings, such as, but not limited to a teacher meeting with students, as an essential job function ("Driving Employees") must meet minimum standards of safety and insurance, which must be verified by the School. An employee who drives a personal vehicle on School business only infrequently (i.e., no more than one day per month) is not currently subject to this policy. Driving employees must obey all traffic laws and drive safely while on School business.</i></p> <p><i>The School complies with all laws related to employee driver programs as established by the Department of Motor Vehicles (DMV). 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. All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions.</i></p> <p><i>A. Driver's License and Insurance Coverage</i></p> <p><i>1. In order to operate a personal vehicle when used to perform School business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Executive Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate. Any Driving Employee whose driver's license or insurance certificate lapses or is cancelled 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.</i></p>

2. *Driving Employees must carry the following insurance amounts and coverage:*

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

Property Damage - \$50,000 per occurrence

Medical Payments - \$5,000 per person

B. Participation in the DMV Employer Pull Notice Program (EPN)

The School has been issued a requestor code by the DMV, which is added to an EPN enrolled employee's driver's license record. When an employee's license is updated to record an action or activity, the DMV electronically checks to determine if a pull notice is on file. If the action/activity is one that is specified to be reported under the EPN program, a driver record is generated and mailed to that employer. If no action/activity is reported, the School will receive one driver record copy annually.

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.

C. Revocation of Driving Privilege

- 1. The Human Resources Director or designee will periodically review the Motor Vehicle Record (MVR) of a Driving Employee. 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. If the MVR of a Driving Employee reveals any one or more of the following criteria, the Driving Employee shall not be allowed to drive on School business and must make alternative arrangements to perform their essential job functions requiring mobility.***

- a. One (1) or more Major Violations in the preceding twelve (12) months.***

	<p><i>b. Any combination of moving violations, at-fault accidents or Major Violations which total four (4) points or more in the preceding twelve (12) months, six (6) or more points in the preceding twenty-four (24) months or eight (8) or more points in the preceding thirty-six (36) months.</i></p> <p><i>3. Seatbelts are an essential element of our safety procedures. To emphasize seatbelt awareness, one (1) seatbelt violation while on school business will equate to one (1) moving violation.</i></p> <p><i>Acceptable alternatives to driving include use of public transportation, walking, and biking. With the advance approval of the Executive Director or designee, the employee may be reimbursed the miles traveled using the 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 for the cost of the rideshare, rental car, or taxi expense in the event that the employee's personal vehicle is unavailable.</i></p> <p><i>This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.</i></p>
<p>Section VII: Employee Wages and Benefits</p> <p>G. Retirement Plan Offerings</p>	<p>Revise: clarify employer contributions eligibility</p> <p>Certificated Employees: As per the benefit eligibility table, 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.</p> <p><i>Certificated staff participating in CalSTRS are not eligible for an employer contribution to a 457(b) plan.</i></p>
<p>Section VIII. Leaves, Vacation, and Holidays</p> <p>B. Paid Sick Leave</p>	<p>Revised: Created introductory paragraph to focus all statements applicable to every employee group. Created subsections to define the specific accrual rate and policy by employee group</p> <p><i>Paid sick leave may be used for an employee's own illness, for preventative care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surroundings domestic violence, sexual assault, stalking or when their worksite or their child's school or daycare closes due to public health emergencies. Except in the case of an illness or emergency, sick leave must be requested at least five (5) days in advance by submitting the request through the payroll system. Employees using extended sick leave (in excess of 5 days)</i></p>

must submit a request at least two weeks before the extended leave.

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

Employees will be paid their regular compensation when using paid sick days. Certificated staff paid based on student counts will be paid an average hourly rate based on a 90 day look back period. Sick leave hours will not be advanced ahead of the earned accrual.

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

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

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

1) Paid Sick Leave - Full Time Employees

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue one (1) sick day per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue the

equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law.

Certificated Sick Accrual <i>Full Time Certificated Employees</i>					
Sick Leave	Student Count or FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8

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

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

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

Employees start accruing hours on the first day of employment and must work for 30 days before they can

take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 24 hours (3 days) of paid sick leave in a year. Sick leave accrual will be capped at 48 hours (6 days), in compliance with both state and city ordinances.

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

Section VIII: Leaves, Vacation, and Holidays
E. Bereavement Leave

Revised: add clarifying language

The School grants leave of absence to benefited employees (employees with at least 50% employment) in the event of the death of the employee's current spouse, child, parent, parents- in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, step-parents, foster parents, foster children, and domestic partners. An employee with a death in the family may take up to three (3) consecutive scheduled work days off with pay with the approval of the supervisor. In the event services are located out-of-state, the allowed time off will be five (5) days. ***An employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child.***

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four hour increments. If an employee requires more than the ~~three (3) days (within state) or five (5) days (out of state)~~ ***allocated time*** off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

Section VIII: Leaves, Vacation, and Holidays H. Personal Leave	<p>Delete: Unnecessary leave option that conflicts with available leave options.</p> <p>A personal leave of absence without pay may be granted at the discretion of the School. Requests for unpaid personal leave should be limited to unusual circumstances requiring an absence of longer than two (2) weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.</p>																								
Section VIII: Employee Wages and Benefits Q. Vacation (Classified Employees) (Page 85-86)	<p>Add Table</p> <table><tr><th colspan="6">Vacation Accrual <i>Classified Staff</i></th></tr><tr><th></th><th>Full Time Equivalent (FTE)</th><th>Hours Worked Per Week</th><th>Non-Exempt: Per Semi Monthly Pay Period</th><th>Exempt: Per Pay Monthly Period</th><th>Total Sick Hours Accrued Per Month</th></tr><tr><td>Full Time</td><td>.75+</td><td>30+</td><td>4 hours/4 hours</td><td>8 hours</td><td>8 hours</td></tr><tr><td>Part Time</td><td>.74 or less</td><td>29 or less</td><td>not eligible</td><td>not eligible</td><td>not eligible</td></tr></table>	Vacation Accrual <i>Classified Staff</i>							Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Pay Monthly Period	Total Sick Hours Accrued Per Month	Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours	Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible
Vacation Accrual <i>Classified Staff</i>																									
	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Pay Monthly Period	Total Sick Hours Accrued Per Month																				
Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours																				
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible																				
Section VIII: Employee Wages and Benefits R. Work Year Calendars	<p>Revised: Add language</p> <p><i>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 do not carry over from year to year.</i></p>																								
Include flyer in Appendix and monitor for removal in the December 2020 review.	<p><i>Families First Coronavirus Response Act</i></p> <p>FFCRA</p>																								

Employee Handbook

Board Approved August 13, 2020



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

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Welcome!

We are thrilled to welcome you to Excel Academy Charter School! You are joining a team of dedicated, award winning educators and loyal, hard working support staff! As a school we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

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

Best wishes for a wonderful school year!

The Excel Academy Leadership Team

Right to Revise

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

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

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

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

At-Will Employment Status

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

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

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

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

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

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

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

and compensation, and discipline/dismissal practices annually.

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

Corrie Amador

Director of Human Resources

The Collaborative

100 E. San Marcos Blvd. Suite 350

San Marcos, CA 92069

camador@collaborativecsso.org

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

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

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

B. Disability Accommodation

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact

the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. If the accommodation is reasonable and will not impose an undue hardship, the School will work to make the accommodation.

C. Anti-Harassment

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

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

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

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

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

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

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

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

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

1. Sexual Harassment

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

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

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for

academic or employment decisions affecting the individual.

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

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

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

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

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

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

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

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

Executive Directors, managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also,

employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against, or has knowledge of any incident of harassment or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

2. Reporting

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

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

3. Investigation/Complaint Procedure

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

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

a. Informal Procedure

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

b. Formal Procedure

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

4. Retaliation

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

5. Conclusion

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

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

D. Diversity Policy

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

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

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

The School's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a

work environment built on the premise of gender and diversity equity that encourages and enforces:

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

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events. All employees are also required to complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

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.

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

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

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

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

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

Confidentiality

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede or prohibit reporting.

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

Failure to Report

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

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of the employee’s work, the employee may have access to

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

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

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. Files may not be copied without express authorization from the Executive Director.

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

D. Conflict of Interest

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

1. Personal Financial Interest

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

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

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

2. Statement of Economic Interest (Form 700)

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

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

3. Personal Relationship

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

regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

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

E. Anti-Nepotism Policy

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

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

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

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

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

F. Employment Eligibility Verification Document

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

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

Former employees who are rehired must also complete the form if they have not completed an I-9 for the School within the past three years or if their previous I-9 is no longer retained or valid.

G. Fingerprinting

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

H. Criminal Background Checks

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

I. Employment Application/Data

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

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. A supervisor or manager should be given several days advance notice for requests for a letter of recommendation. Such letters must be approved by HR to ensure the accuracy and appropriateness of the information being released.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools would be required to hold (“Certificated Employee”). In addition, teachers serving an English Language Learner must possess the proper EL authorization. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will not assign English Language Learners during that time. Please contact the HR department for further information.

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

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide

proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

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

[See also Board Policy 4013]

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 the School, in its sole discretion, deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

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

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

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.

4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

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

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

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

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

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

locked and alarms are activated when applicable.

B. Prohibited Conduct

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

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

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

19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;
24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest.

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

C. Physical Contact with Students and Other Staff Members

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

The following forms of touching are never appropriate:

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

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

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

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

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

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

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

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity,

reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness Program

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

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

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

The School will provide information to employees about:

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

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the

extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

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

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

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

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

F. Tobacco Free Workplace

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

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be

prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

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

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

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

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

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

H. Professionalism

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

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

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

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

I. Dress Code

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

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

Employee dress is described as business casual, which includes:

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

Inappropriate attire:

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

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

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

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

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

J. Gifts to Employees

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

K. Fee and Cash Collection

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

L. Building Security

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

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 annually.

A. New Employee Orientation

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

B. Employee Status

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

- Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
- Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.
- Regular full-time: Employees who are regularly scheduled to work 30 or more hours per week. Generally, full time employees are eligible for the School benefit package, subject to the terms, conditions, and limitations of each benefit program. Full-time status will be evaluated on a monthly basis.
 - Teachers of Record (TOR) with rosters of a minimum of 22 students are

considered full time. A full time TOR is expected to work at least six (6) hours per day, for 185 work days, for a minimum of 1,110 hours per year.

Employee Status	Teacher of Record (Student Caseload per Month)	Exempt Certificated and Classified (FTE)	NonExempt Classified (Hours per Week)
Regular Full Time	Minimum 22 students	.75+ FTE	30+ hours
Regular Part Time	14-21 students	.50 - .74 FTE	20-29 hours
Non-Regular	13 or less students	.49 FTE or less	19 hours or less

Student Counts

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

C. Job Duties

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

D. Nonexempt Employees

1. Work Schedules

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

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. Work schedule exchanges will be reviewed on a case

by case basis as long as the exchange does not interfere with normal operations or result in excessive overtime. Exchanging work schedules with other employees may be authorized by the supervisor or their designee when necessary.

The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

b. Number of Rest Breaks

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

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

c. Timing of Rest Breaks

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

d. Meal Period

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

If the total work period for the day is more than five (5) hours per day, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual

consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

e. Timing of Meal Period

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

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

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

f. Second Meal Period

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

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

g. Timing of Second Meal Period

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

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

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

h. Recording Meal Periods

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

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

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

Please also refer to the School's Timekeeping Policy.

3. Timekeeping

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

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

4. Pay for Mandatory Meetings/Training

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

5. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

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

E. Exempt Employees

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

F. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does

not exceed one calendar year from the date of the overpayment.

G. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

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

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

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

H. Corrective Action

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

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance.

The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

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

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

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

I. Procedure for Disciplinary Action

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

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

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

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

J. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the difficult decision to part ways with the employee.

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 resignation if the employee gave 72 hours or less notice.

K. Personnel Records

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

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

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

L. Destruction of Personal Information Records

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

M. Employment Posters

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

N. Outside Employment

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

(1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

(2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

(3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:

- 1) involves working for a competing or similar model School;
- 2) occurs during work hours without the use of appropriate leave;
- 3) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
- 4) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
- 5) may adversely affect the School's image.

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

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

O. Whistleblower Policy

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

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

- 1) Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
- 2) Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
- 3) Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

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

The School may not:

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

P. Complaint Procedure

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

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

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

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

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

Q. Uniform Complaint Procedures

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

Section V: Operational Considerations

A. Employer Property

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

Employees may make or accept personal telephone calls, text messages, or emails within

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

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

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

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

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

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

B. Use of Electronic Media

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

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

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

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

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

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

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

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

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

C. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIKIs, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal

use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

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

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

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

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

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

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

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

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

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

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

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

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

Contacting Students Off-Hours. Employees should only contact students for educational purposes and must never disclose confidential information possessed by the

employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

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

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

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

D. Public Relations

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

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

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

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

1. Communicate regularly.

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

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

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

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

E. Solicitation & Distribution

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

F. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, if employees would like to be paid, they are permitted to use vacation time if it is available to them.

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.

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, when they are required to report to their work location.

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

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

Employees who telecommute are responsible for following all safety rules. Telecommuters will develop a written agreement with the CEO or designee concerning

the type and amount of work the telecommuter will be expected to perform. The ability to telecommute does not change the level of performance expected from an employee. Nonexempt employees will track their time in the system and report work accomplished at a frequency agreed upon with the supervisor. Exempt employees must complete the duties as outlined in their job description and assigned by their supervisor.

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

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

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

B. Student Safety

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

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

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

C. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety

program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

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

The School must ensure that risks are minimized and ensure that only safe drivers are allowed to drive on School business. Employees who are required to regularly drive to attend in-person meetings, such as, but not limited to a teacher meeting with students, as an essential job function (“Driving Employees”) must meet minimum standards of safety and insurance, which must be verified by the School. An employee who drives a personal vehicle on School business only infrequently (i.e., no more than one day per month) is not subject to this policy. Driving employees must obey all traffic laws and drive safely while on School business.

The School complies with all laws related to employee driver programs as established by the Department of Motor Vehicles (DMV). 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. All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions.

A. Driver’s License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform School business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Executive Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate. Any Driving Employee whose driver's license or insurance certificate lapses or is cancelled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.
2. Driving Employees must carry the following insurance amounts and coverage:
 - Automobile Liability - \$100,000 per person; \$300,000 per occurrence
 - Property Damage - \$50,000 per occurrence
 - Medical Payments - \$5,000 per person

B. Participation in the DMV Employer Pull Notice Program

The "School" has been issued a requestor code by the DMV, which is added to an EPN enrolled employee's driver's license record. When an employee's license is updated to record an action or activity, the DMV electronically checks to determine if a pull notice is on file. If the action/activity is one that is specified to be reported under the EPN program, a driver record is generated and mailed to that employer. If no action/activity is reported, the "School" will receive one driver record copy annually.

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.

C. Revocation of Driving Privilege

1. The Human Resources Director or designee will periodically review the Motor Vehicle Record (MVR) of a Driving Employee. 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. If the MVR of a Driving Employee reveals any one or more of the following criteria, the Driving Employee shall not be allowed to drive on School business and must make alternative arrangements to perform their essential job functions requiring mobility.
 - a. One (1) or more Major Violations in the preceding twelve (12) months.
 - b. Any combination of moving violations, at-fault accidents or Major Violations which total four (4) points or more in the preceding twelve (12) months, six (6) or more points in the preceding twenty-four (24) months or eight (8) or more points in the preceding thirty-six (36) months.
3. Seatbelts are an essential element of our safety procedures. To emphasize seatbelt awareness, one (1) seatbelt violation while on school business will equate to one (1) moving violation.

Acceptable alternatives to driving include use of public transportation, walking, and biking. With the advance approval of the Executive Director or designee, the employee may be reimbursed the miles traveled using the 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 for the cost of the rideshare, rental car, or taxi expense in the event that the employee's personal vehicle is unavailable.

This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

F. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious

illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties; meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

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

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

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

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

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

G. Gun Violence Restraining Order

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

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, 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.

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 20th to the 3rd of each month will be paid on or before the 10th of

each month. Hours worked from the 4th to the 19th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

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

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

D. Payroll Withholdings

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

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

employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under "Employee Benefits" section of the Handbook for more information.

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

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

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

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

E. Wage Attachments and Garnishments

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

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example) and on length of continuous employment at the School. Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment

agreement.

1. Employee Cost Sharing

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

Exempt (FTE)	Non-Exempt (Hours per Week)	<i>Eligible employees will have the option to choose one of the following offerings:</i>	
		*Tiered Benefit Stipends (for Health, Dental, and/or Vision)	*Cash In Lieu of Benefits
.75+ FTE	30+ hours	\$1,200/month	\$200/month
.50 - .74 FTE	20-29 hours 14-21 Students	\$720/month	\$100/month
.49 FTE or less	19 hours or less 13 or less students	not eligible	not eligible
<i>*A snapshot of student numbers to determine eligibility for benefits will be conducted in September and February for teachers. For returning teachers, the final snapshot conducted in the prior year will be used until the September snapshot.</i>			

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. We ask that the employee refer any questions about this information to HR.

4. Cash in Lieu of Health Benefits

Eligible employees may opt out of health benefits provided by the School and elect to receive a "Cash in Lieu" (CIL) option. CIL is dependent upon employment status and full

time equivalent, included but not limited to hours worked or number of students assigned per pay period. Please refer to the employment agreement for more information.

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

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

5. Right to Modify

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

6. Changes in Health Benefits

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

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

7. COBRA Benefits

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

Under COBRA, the employee or beneficiary pays the full cost of the coverage at the

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

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

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

This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period.

The initial measurement period begins on the first day of the calendar month following the employee's start date.

An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.

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

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

G. Retirement Plan Offerings

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

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

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

Employer Contributions:

The employer contribution towards a deferred benefit plan is based on an eligible employee's active contribution to a 403(b) or 457(b) account. Eligible employees must open a 457(b) account in order to receive the employer contribution. The employer contribution will be made to the employee's 457(b) account in an amount not to exceed a matching contribution up to 5% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions. Seasonal employees are not eligible for employer contributions.

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

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

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

California State Teachers Retirement System (CalSTRS)

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

H. Expense Reimbursement Process

1. Supplies

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

2. Travel

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

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

3. Mileage

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

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotels rooms must be under \$125 per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

5. Meals

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

The reimbursement rates are:

\$15 for breakfast, \$20 for lunch, \$30 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed \$65. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

6. Postage

Postage reimbursement is approved for the purpose of returning materials. Items need to be mailed via United States Postal Service Priority mail.

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

7. Procedure for Expensing

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

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

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

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

B. Paid Sick Leave

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

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

Employees will be paid their regular compensation when using paid sick days. Certificated staff paid based on student counts will be paid an average hourly rate based on a 90 day look back period. Sick leave hours will not be advanced ahead of the earned accrual.

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

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

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

1) Paid Sick Leave - Full Time Employees

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

Certificated Sick Accrual <i>Full Time Certificated Employees</i>					
Sick Leave	Student Count or FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly

Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8
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Classified Sick Accrual <i>Full Time Classified Employees</i>					
Sick Leave	FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	.75 to 1.0	30+ hours	4/4	8	8

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

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

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

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

C. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled

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

Employee Eligibility Criteria

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

Events That May Entitle an Employee to Pregnancy Disability Leave

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

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

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. “17 1/3 weeks” means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

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

1. Pay During Pregnancy Disability Leave

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

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of

sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

2. Health Benefits

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

3. Seniority

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 with the same seniority as when the leave commenced.

4. 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.

5. 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.

6. Return to Work

Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position (at the time reinstatement is requested). If the employee is not reinstated to the same position, the employee must 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.

When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).

Before an employee will be permitted to return from pregnancy disability leave of three days or more, the employee must obtain a certification from their healthcare provider that they are able to resume work.

If the employee takes FMLA/CFRA leave for disability, rather than baby bonding, at the expiration of their pregnancy disability leave, their right to reinstatement is governed by the Family and Medical Leave policy, not by this policy.

If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law.

7. 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.

8. State Benefits

California State Disability Insurance (SDI) and California Paid Family Leave (PFL) are designed to provide eligible workers with partial wage replacement when taking time off work for their own serious medical condition, to care for a child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, registered domestic partner or to bond with a new child. Although it provides monetary benefits, it does not provide job protection rights. For more information or to file a SDI or PFL claim, please contact HR.

9. Lactation Accommodation

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

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

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

State and federal family and medical leave laws provide up to 12 workweeks of unpaid, job protected family/medical leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service. If the leave is for FMLA only, the 12 months of service must have accumulated within the previous seven years. There is no such cap under CFRA (California Family Rights Act);
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a worksite where there are 50 or more employees within a 75 mile radius.

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

1. The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA) or to bond with the new child (CFRA);
2. To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
3. To care for the employee's registered domestic partner (CFRA only);
4. For a serious health condition that makes the employee unable to perform their job (FMLA/CFRA);
5. For any "qualifying exigency" (defined by federal regulation) because the employee is the spouse, son, daughter, or parent of an individual on covered active duty (or has been notified of an impending call or order to active duty) in the Armed Forces (FMLA only); or
6. An employee who is the spouse, son, daughter, parent, or next of kin of a covered service member shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member (FMLA/CFRA for 12 weeks if the care provider is eligible for both, followed by 14 weeks of (FMLA only), or 26 weeks of FMLA only if the leave is not CFRA covered leave).

Calculating the 12-month Period

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

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrent with FMLA/CFRA leave.

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

Pregnancy, Childbirth or Related Conditions and FMLA

However, leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). Time off due to pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the

same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth they may apply for leave under the California Family Rights Act, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. California Family Rights Act leave taken for the birth or placement of a child will be granted in minimum increments of two (2) weeks. However, the School will grant a request for a California Family Rights Act leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply when an employee requests family/medical leave:

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

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

If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical.

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

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

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

If the leave is needed to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

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

When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of family/medical leave for this reason.

Certification

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

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

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

Health and Benefit Plans

An employee taking family/medical leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the

employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid.

Accrued and available paid leave may be substituted for unpaid leave in the following circumstances:

1. The employee's own serious health condition.
2. For any family/medical leave qualifying event.
3. For the care of a family member if mutually agreed upon by the School and the employee.
4. For the birth or placement for adoption or foster care of a child if mutually agreed upon by the School and the employee.
5. To supplement any portion of a leave that is unpaid by state disability insurance, other disability leave plans, or workers' compensation benefits.

Reinstatement Upon Return from FMLA/CFRA

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

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

1. An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the

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

For additional information about eligibility for family/medical leave, contact HR.

Time Accrual

During an unpaid FMLA/CFRA leave employees will not continue to accrue compensable leave (i.e. vacation or sick leave).

Carryover

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

Intermittent Leave

Employees may take FMLA/CFRA leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee, employee's child, parent, or spouse, and the reduced leave schedule is medically necessary as determined by the health care provider of the individual with the serious health condition. The smallest increment of time that can be used for such leave is one (1) hour.

Coordination of PDL with Family/Medical Leave

If the employee takes pregnancy disability leave and is eligible under the federal or state family and medical leave laws, 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 family and medical leave under federal law, but not family and medical leave under California Law. If the employee is ineligible under the federal and state family and medical leave laws, while on pregnancy disability they will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which the employee is

eligible, such as continued PDL. In some instances, the School may recover premiums it paid to maintain health coverage for the employee if they fail to return to work following pregnancy disability leave.

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

E. Bereavement Leave

The School grants leave of absence to benefited employees (employees with at least 50% employment) in the event of the death of the employee's current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, step-parents, foster parents, foster children, and domestic partners. An employee with a death in the family may take up to three (3) consecutive scheduled work days off with pay with the approval of the supervisor. In the event services are located out-of-state, the allowed time off will be five (5) days. An employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child.

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

F. Military Leave

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

Eligibility

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

Length of Leave

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

Request Procedure

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

Pay While on Leave

Military leaves are without pay.

Status of Benefits

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

Reinstatement

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

1. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
2. Between 31-180 days: The service member must submit an application for reemployment within 14 days of release from service.
3. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

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

G. Organ and Bone Marrow Donation Leave

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

unpaid leave of absence, up to 30 days per year, for donating an organ.

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

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

H. Jury Duty and Witness Leave

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

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

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

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

I. 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.

J. Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave. The employee may also take paid vacation or Personal Necessity Leave. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

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

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

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

K. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

L. 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.

M. Workers' Compensation

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

employees include:

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

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

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

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

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

N. Other Types of Leaves

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

- Crime victim leave: This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave;
- Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
- Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
- Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.
- Personal necessity leave: All employees will have the ability to use their available sick leave or vacation for the purpose of attending to personal business that cannot be attended to outside of the employee's regular work hours. Personal necessity is defined as matters of compelling personal importance such as a) closing a home loan, b) moving, c) appearance in court, d) graduation of an immediate family member, e) death or serious illness of a member of the immediate family, or f) an accident involving the employee or their property. Requests for personal necessity must be approved in advance unless it is an emergency situation.

O. Professional Development

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

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

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

P. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day
- 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.

Q. Vacation (Classified Employees)

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

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12

month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee's pay stubs.

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

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

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

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

R. 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.

S. 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.

T. 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.

Confirmation of Receipt of Handbook

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

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

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

Employee’s Signature

Employee’s Print Name

Date

APPENDIX A

Families First Coronavirus Response Act: Employer Paid Leave Requirements

The Families First Coronavirus Response Act (FFCRA or Act) requires certain employers to provide their employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19.^[1] The Department of Labor's (Department) Wage and Hour Division (WHD) administers and enforces the new law's paid leave requirements. These provisions will apply from the effective date through December 31, 2020.

Generally, the Act provides that covered employers must provide to all employees:^[2]

- *Two weeks (up to 80 hours) of paid sick leave at the employee's regular rate of pay* where the employee is unable to work because the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
- *Two weeks (up to 80 hours) of paid sick leave at two-thirds the employee's regular rate of pay* because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19, and/or the employee is experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor.

A covered employer must provide to employees that it has employed for at least 30 days:^[3]

- *Up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee's regular rate of pay* where an employee is unable to work due to a bona fide need for leave to care for a child whose school or child care provider is closed or unavailable for reasons related to COVID-19.

Covered Employers: The paid sick leave and expanded family and medical leave provisions of the FFCRA apply to certain public employers, and private employers with fewer than 500 employees.^[4] Most employees of the federal government are

covered by Title II of the Family and Medical Leave Act, which was not amended by this Act, and are therefore not covered by the expanded family and medical leave provisions of the FFCRA. However, federal employees covered by Title II of the Family and Medical Leave Act are covered by the paid sick leave provision.

Small businesses with fewer than 50 employees may qualify for exemption from the requirement to provide leave due to school closings or child care unavailability if the leave requirements would jeopardize the viability of the business as a going concern.

Qualifying Reasons for Leave:

Under the FFCRA, an employee qualifies for paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially-similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Under the FFCRA, an employee qualifies for expanded family leave if the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19.

Duration of Leave:

For reasons (1)-(4) and (6): A full-time employee is eligible for up to 80 hours of leave, and a part-time employee is eligible for the number of hours of leave that the employee works on average over a two-week period.

For reason (5): A full-time employee is eligible for up to 12 weeks of leave at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

Calculation of Pay:^[5]

For leave reasons (1), (2), or (3): employees taking leave shall be paid at either their regular rate or the applicable minimum wage, whichever is higher, up to \$511 per day and \$5,110 in the aggregate (over a 2-week period).

For leave reasons (4) or (6): employees taking leave shall be paid at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$2,000 in the aggregate (over a 2-week period).

For leave reason (5): employees taking leave shall be paid at 2/3 their regular rate or 2/3 the applicable minimum wage, whichever is higher, up to \$200 per day and \$12,000 in the aggregate (over a 12-week period—two weeks of paid sick leave followed by up to 10 weeks of paid expanded family and medical leave).^[6]

Tax Credits: Covered employers qualify for dollar-for-dollar reimbursement through tax credits for all qualifying wages paid under the FFCRA. Qualifying wages are those paid to an employee who takes leave under the Act for a qualifying reason, up to the appropriate per diem and aggregate payment caps. Applicable tax credits also extend to amounts paid or incurred to maintain health insurance coverage. For more information, please see the Department of the Treasury's website.

Employer Notice: Each covered employer must post in a conspicuous place on its premises a notice of FFCRA requirements.^[7]

Prohibitions: Employers may not discharge, discipline, or otherwise discriminate against any employee who takes paid sick leave under the FFCRA and files a complaint or institutes a proceeding under or related to the FFCRA.

Penalties and Enforcement: Employers in violation of the first two weeks' paid sick time or unlawful termination provisions of the FFCRA will be subject to the penalties and enforcement described in Sections 16 and 17 of the Fair Labor Standards Act. 29 U.S.C. 216; 217. Employers in violation of the provisions providing for up to an additional 10 weeks of paid leave to care for a child whose school or place of care is closed (or child care provider is unavailable) are subject to the enforcement provisions of the Family and Medical Leave Act. The Department will observe a temporary period of non-enforcement for the first 30 days after the Act takes effect, so long as the employer has acted reasonably and in good faith to comply with the Act. For purposes of this non-enforcement position, "good faith" exists when violations are remedied and the employee is made whole as soon as practicable by the employer, the violations were not willful, and the Department receives a written commitment from the employer to comply with the Act in the future.

[1] Wage and Hour Division does not administer this aspect of the law, but notes that every dollar of required paid leave (plus the cost of the employer's health insurance premiums during leave) will be 100% covered by a dollar-for-dollar refundable tax credit available to the employer. For more information, please see the Department of the Treasury's website.

[2] Employers of Health Care Providers or Emergency Responders may elect to exclude such employees from eligibility for the leave provided under the Act.

[3] Employers of Health Care Providers or Emergency Responders may elect to exclude such employees from eligibility for the leave provided under the Act.

[4] Certain provisions may not apply to certain employers with fewer than 50 employees. See Department FFCRA regulations (expected April 2020).

[5] Paid sick time provided under this Act does not carry over from one year to the next. Employees are not entitled to reimbursement for unused leave upon termination, resignation, retirement, or other separation from employment.

[6] An employee may elect to substitute any accrued vacation leave, personal leave, or medical or sick leave for the first two weeks of partial paid leave under this section.

[7] The Department will issue a model notice no later than March 25, 2020.

EXCEL ACADEMY CHARTER SCHOOLS

Agenda Item: 10.12

Date: August 13, 2020

	Correspondence/Proposals/Reports
X	Consent Agenda
	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
X	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of revised board policies for the 2020-2021 school year.

Background:

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

REVISED

The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures. Staff received input from legal counsel regarding the proposed revisions.

1000 Series - Community Relations

1025 Uniform Complaint Policy

- added a list of statements the annual notice must include
- various wording and formatting changes (i.e. breaking paragraphs into bullets) and rearranging the order of sections
- added a section regarding the CDE's response to a complaint

4000 Series - Personnel Services

4080 Acceptable Use of Technology

- changed statement #5 to read that employees must be notified that those who use their personal phones, voicemail, and text messages for school-related communications, may be subject to disclosure under the Public Records Act.

"Employees who use their personal phones, voicemail, and text messages for school-related communications, may be subject to disclosure under the Public Records Act. It is recommended that school-related communications take place using

school-issued communications and technology systems when possible. All school-related email communications must be sent using the employee's school email account."

5000 Series - Student Services

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

- provides detailed explanation regarding characteristics of protected classes
- added "work and employment" in several places where it had previously said "school"
- added a section on Bullying and Cyberbullying prevention pursuant to Education Code
- added language that we will provide training to staff on bullying
- added language about "support measures" which are non-disciplinary and non-punitive
- added a section regarding the grievance procedure and response to formal complaints

6000 Series - Instruction

6010 Independent Study Policy

- the language in number 2 was changed to read *when a student fails to complete three (3) assignments **during any school year** vs a period of twenty (20) school days. This change will allow us to be more diligent in not allowing multiple periods of 20 day increments to pass before an evaluation for involuntary withdrawal.*

6115 Attendance, Progress Improvement Notification (PIN) and Involuntary Withdrawal Policy

- added details outlining our Progress Improvement Notification (PIN) and involuntary withdrawal process per recommendations from YMC.
- clarified the PIN language to make sure it was understood a student may receive up to three PINs within a 20 day period and that process did not start over every 20 school days. The third PIN triggers an internal evaluation to determine if independent study is in the best interest of the student.
- the process of involuntary withdrawal involving an evaluation and the ability to request a hearing closely follows the process outlined for retention per our petition.

ELIMINATE

The following are policies that are no longer applicable and should be eliminated from the policy manual.

4000 Series - Personnel Services

4135 Mileage Policy - Teachers

- remove from active policies because the same content is covered in a policy we currently have board approved- policy 4150 Mileage Reimbursement Policy

It is recommended the Board approve the revised board policies for the 2020-2021 school year.

Fiscal Impact: None.

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 11.1

Date: August 13, 2020

	Correspondence/Proposals/Reports
	Consent Agenda
X	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of One-Time Prior Fund Reallocation

Background:

Following the completion of the 2018-19 audited financial statements, one final area remains to be resolved and incorporated as one-time adjustments to these audited 6/30/2019 balances in order to move forward:

Correction of prior year intercompany payables. These entries revise the amounts due between the various Collaborative members, but “zero out” across all schools and do not change the final combined net asset balances.

Fiscal Impact:

Excel Academy Charter School operated as a program within Community Collaborative Virtual School, California Pacific Charter School - San Diego, and Community Collaborative Charter School during the 2018-2019 school year. The adjusted balance is recommended based on intercompany reallocation of receivables and payables.

Excel Academy Charter School (#2053-Warner)

Following the intercompany reallocation will receive an additional \$716,989. Unlike other schools in The Collaborative, this school did not receive excess funding from the CDE.

Excel Academy Charter School (#2073 - Helendale)

Following the intercompany reallocation will receive an additional \$385,402. Unlike other schools in The Collaborative, this school did not receive excess funding from the CDE.

	CCCS (EXCEL)	CCCS (EXCEL)
Charter Name	Excel Academy Charter SD	Excel Academy Charter School (East)
06/30/2019 Audited Ending Balance	-	-
One-Time Adjustments:		
IC Receivables/Payables Reallocation	716,989	385,402
CDE Overpayment Return		
06/30/2019 Adjusted Balance	716,989	385,402
as % of 2019-20 Expenditures	7.4%	9.0%

For this Corporation, the one-time adjustment transfer amount for the intercompany receivable/payables reallocation is \$1,102,391.00.

EXCEL ACADEMY CHARTER SCHOOL

GOVERNING BOARD RESOLUTION APPROVING CORRECTION AND ADJUSTMENT TO ALLOCATION OF CERTAIN PAYABLES AND RECEIVABLES

WHEREAS, Excel Academy Charter School (the “Corporation”) is a California nonprofit public benefit corporation organized for charitable purposes, is tax-exempt under Section 501c3 of the Internal Revenue Code, and operates one or more public charter schools;

WHEREAS, the Board of Directors (“Board”) is the governing body of the Corporation;

WHEREAS, the Corporation is part of an organization or “family” of independent charter schools and operators referred to as the Collaborative organization (the “Collaborative”), although there is no formal corporate affiliation or statutory membership among the participating schools;

WHEREAS, the Collaborative organization of charter schools and operators has included the following nonprofit corporations: County Collaborative Charter School (revised name Motivated Youth Academy), Community Collaborative Charter School (revised name Excel Academy Charter Schools), Pathways Academy Adult Education, and Community Collaborative Virtual School (revised name Sage Oak Charter Schools); and have operated the following charter schools: County Collaborative Charter School - Charter Number 1628, Community Collaborative Charter School - Charter Number 1751, California Pacific Charter School - Charter Number 1758, Pathways Academy Charter School – Adult Education- Charter Number 1828, Keppel Partnership Academy- Charter Number 1886, and Sage Oak Charter School - Charter Number 1885;

WHEREAS, over a period of several years, these Collaborative organization entities and charters operated by them and others now closed had several agreements and/or practices between and among them such that services were provided by one or more charter school(s) to one or more of the others. This created a series of intercompany payables and receivables among and between each of the Collaborative members that were understood and agreed to among the officials of each entity;

WHEREAS, it appears that incomplete documentation of obligations, services actually provided and received, and other resources and value provided among and between the participating charter schools over a period of several years has unintentionally led to inaccurate financial positions among the schools with regard to reserves;

WHEREAS, although the documentation supporting the agreements among the Collaborative members is less than clear, there is a common understanding among officials within each of the Collaborative members and this Board as to the nature and extent of those agreements;

WHEREAS, It is the desire of each school through their governing boards to remedy the documentation deficit going forward to prevent situations like this from recurring, and to correct the inaccurate allocation of intercompany payables and receivables in a one-time adjustment, based on the mutually agreed-upon understanding of what the allocation is required to be in light of obligations, services, resources and other value actually provided and shared;

WHEREAS, the Board has independently reviewed financial and other documentation supporting the one-time adjustment, and is satisfied as to the accuracy of that documentation; and,

WHEREAS, before making the final one-time adjustment described herein, the Board desires the approval or non-objection from the Superintendent or designee at each charter-authorizing entity for each of the Corporation's and other Collaborative organization members' charter schools.

NOW, THEREFORE, in light of the foregoing findings and determinations, this Board does hereby find, resolve, and order as follows:

1. The Board finds and determines that the foregoing recitals are true and correct.
2. An equitable correction of payables and receivables is necessary to reflect the actual value conveyed and received among the parties to remedy previous errors.
3. The Chief Executive Officer of the Corporation or his/her designee is authorized and directed to carry out and effectuate the one-time adjustments reflected in the attached schedule (entitled "Table of Reallocation Data"), which identifies the payables and receivables with regard to each of the Collaborative members, upon receiving confirmation of approval or non-objection from the Corporation's charter school authorizer(s).
4. For this Corporation, the one-time adjustment transfer amount is **\$1,102,391.00.**

SECRETARY'S CERTIFICATE

I, Kurt Madden, Secretary of the Board of Directors of the Corporation, hereby certify as follows: The attached/foregoing is a full, true, and correct copy of the resolutions duly adopted at a meeting of the Board of Directors which was duly held on August 13, 2020, at which meeting all of the members of the Board of Directors had due notice and at which a quorum thereof was present; and at such meeting such resolutions were adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Secretary of the Board of Directors

Date

ATTACHMENT:
DMS Table of Reallocation Data

The Collaborative (Community Collaborative Charter Schools)

One-Time Prior Year Fund Re-Allocation FINAL FOR BOARD APPROVAL

AUGUST 13, 2020

Collaborative Members (19-20)

2019-2020 CHARTER GROUP DIAGRAM

Community Collaborative Virtual - EIN: 47-4121914

STRS	STRS	STRS	STRS
Sage Oak Charter School - South CDS: 37754160139378 charter: 2051 Warner Unified School District San Diego County Track B- Sage Oak (325 students)	Community Collaborative Virtual - Sage Oak Charter School CDS: 36677360136069 charter: 1885 Helendale School District San Bernardino County Track B- Sage Oak (2525 students) Track A- Helendale USD (K-7) (45 stud) Track D- Helendale USD (8-12) (67 stud)	Community Collaborative Virtual - Keppel Partnership Academy CDS: 19646420136127 charter: 1886 Keppel Elementary School District Los Angeles County Track B- Sage Oak (Ventura) (200 students) Track A- Keppel USD	California Pacific Charter School CDS: 37754160132472 charter: 1758 Warner Unified School District San Diego County Track C- CALPAC (200 students) Track B- Excel (18-20 students) Track B- Sage Oak (2 students)

Community Collaborative- EIN: 47-4121751

STRS	STRS	STRS
Community Collaborative Charter School CDS: 19753090132654 charter: 1751 Acton-Agua Dulce Unified School District Los Angeles County Track C- CALPAC (200 students) Track B- Excel (Ventura) (4-5 students)	Excel Academy Charter School CDS: pending charter: pending Helendale School District San Bernardino County Track B- Excel (510 students)	Excel Academy Charter School CDS: 37754160139386 charter: 2053 Warner Unified School District San Diego County Track B- Excel (1050 students)

Pathways Adult Education - EIN: 81-4867223

Non-STRS	Non-STRS
Pathways Academy Charter School - Adult Education CDS: 19753090134585 charter: 1828 Acton-Agua Dulce Unified School District Los Angeles County Track C- Adult Ed	Pathways Academy Charter School - Adult Education CDS: 37754160139451 charter: 2052 Warner Unified School District San Diego County Track C- Adult Ed

County Collaborative - EIN: 46-4505562

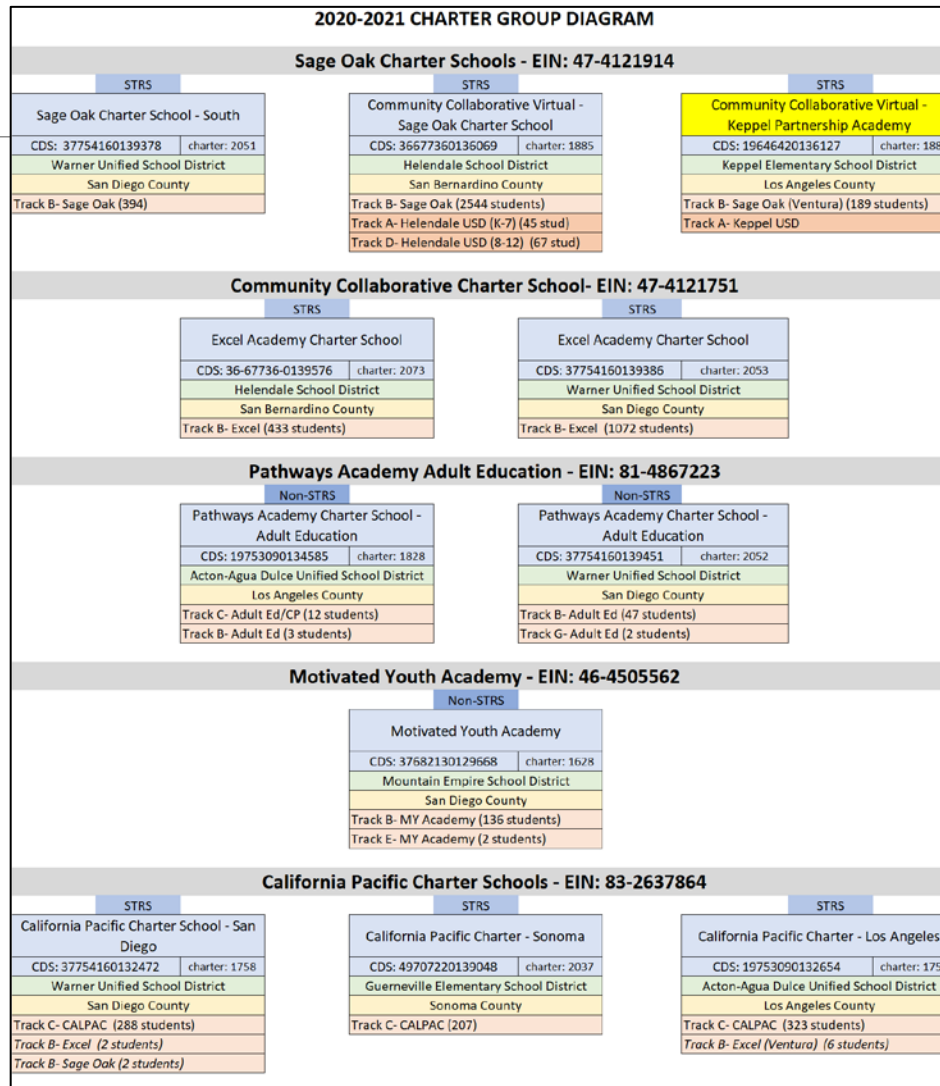
Non-STRS
County Collaborative Charter School CDS: 37682130129668 charter: 1628 Mountain Empire School District San Diego County Track B- County Collaborative (150 students) Track E- County Collaborative (July start)

Northern California Charter Collaborative - EIN: 83-2637864

Non-STRS
California Pacific Charter - Sonoma CDS: 49707220139048 charter: 2037 Guerneville Elementary School District Sonoma County Track C- CALPAC Track C- Guerneville SD

7/14/2019

Collaborative Members (20-21)



Background

- The reconstruction of the financial statements for 2018-19 year has been a difficult and extended process. Working on limited data and working in collaboration with CliftonLarsonAllen (CLA), the Collaborative's audit firm, CLA was able to finalize and deliver the 2018-19 audited financial statements earlier this year.
- Following the completion of this audit, however, two final areas remain to be resolved and incorporated as one-time adjustments to these audited 6/30/2019 balances in order to move forward:
 1. Correction of prior year intercompany payables/receivables (see attached Procopio memorandum). These entries revise the amounts due between the various Collaborative members, but "zero out" across all schools and do not change the final combined net asset balances.
 2. Addition of \$6.6 million in CDE payables, representing overpayments of state aid prior to 7/1/2018 that were not known at the time of the reconstructed audit and must now be included as liabilities. The addition of these payables will reduce overall net asset balances by \$6.6 million (from \$11.3 million to \$4.7 million).
- The attached table shows the proposed reallocation amounts for the schools within this nonprofit corporation as well as overall, split out into the two categories discussed above.

Table of Reallocation Data (CCCS Only)

	CCCS (EXCEL)	CCCS (EXCEL)
Charter Name	Excel Academy Charter SD	Excel Academy Charter School (East)
06/30/2019 Audited Ending Balance	-	-
<u>One-Time Adjustments:</u>		
IC Receivables/Payables Reallocation	716,989	385,402
CDE Overpayment Return		
06/30/2019 Adjusted Balance	716,989	385,402
as % of 2019-20 Expenditures	7.4%	9.0%

Table of Reallocation Data (overall)

Charter Name	SAGE OAK Community Collaborativ e Virtual School - Sage Oak Charter	SAGE OAK Sage Oak Charter School - South	SAGE OAK Community Collaborativ e Virtual School - Keppel Partnership Academy	CALPAC California Pacific Charter Schools - San Diego	CALPAC California Pacific Charter - Sonoma	CALPAC Community Collaborative Charter School	CCCS (EXCEL) Excel Academy Charter SD	CCCS (EXCEL) Excel Academy Charter School (East)	PATHWAYS Pathways Academy - Acton	PATHWAYS Pathways Academy - Warner	MY ACADEMY Motivated Youth Academy (was County Collaborativ e	ADMIN Central Admin (within MY Academy)	TOTAL
06/30/2019 Audited Ending Balance	1,469,610	-	1,930,929	1,378,186	-	4,911,694	-	-	104,770	-	1,506,515	-	11,301,704
<u>One-Time Adjustments:</u>													
IC Receivables/Payables Reallocation	359,872	312,527	(712,969)	(1,144,806)	-	(2,268,844)	716,989	385,402	153,458	-	1,772,229	426,142	-
CDE Overpayment Return			(991,440)			(2,395,703)			(78,856)		(3,093,177)		(6,559,176)
06/30/2019 Adjusted Balance	1,829,482	312,527	226,520	233,380	-	247,147	716,989	385,402	179,372	-	185,567	426,142	4,742,528
as % of 2019-20 Expenditures	7.4%	9.0%	12.8%	9.0%		9.0%	7.4%	9.0%	94.1%		12.8%	17.0%	8.8%

Recommendation

Based on all factors, DMS would recommend the following:

- 1. Re-allocate 2018-19 ending balances as set forth in the tables on the previous pages, correcting prior intercompany receivables/payables as well as adding all CDE payable amounts (if applicable).**
- 2. This leaves each Collaborative member (including Central Admin) with sufficient reserves (\$4.7 million total) as of July 1, 2019, resolves all outstanding 2018-19 reallocations and adjustments, and allows each school and Admin to move forward on a solid footing.**
- 3. This would be a one-time allocation. For 2019-20 on, with the increased financial transparency now available, no additional transfers are anticipated.**

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 11.2

Date: August 13 , 2020

	Correspondence/Proposals/Reports
	Consent Agenda
X	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of the Hatch & Cesario Contract

Background:

This contract between Excel Academy and Hatch & Cesario will allow for legal services to benefit Excel's Special Education Department.

It is recommended the Board approve the Hatch & Cesario Contract for Excel Academy as presented.

Fiscal Impact:

The fiscal impact of Hatch & Cesario's legal services will be as follows.

Partners - \$260.00

Of-Counsel - \$260.00

Senior Associate - \$240.00

Associate - \$235.00

Education Consultant - \$200.00

Law Clerk - \$155.00

Paralegal - \$155.00

Attached is a copy of the contract for details.

HATCH & CESARIO

ATTORNEYS-AT-LAW

June 26, 2020

Sent via email only: hgasca@excelacademy.education

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

Re: Legal Services Agreement

Dear Heidi:

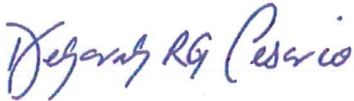
Thank you for your inquiry regarding our services. Attached for your consideration is Hatch & Cesario's Agreement for Legal Services for the 2020-2021 fiscal year.

If this agreement meets with your approval, please place your initials on page 3 and your signature on page 4 and provide me with copies of these pages. Also, attached is Hatch & Cesario's W-9 form with our tax identification number for your records.

Thank you for your confidence in Hatch & Cesario, and we look forward to supporting Excel Academy Charter Schools.

Appreciatively,

HATCH & CESARIO, Attorneys-at-Law



Deborah R.G. Cesario

Enclosures: 2020-2021 Agreement for Legal Services
W-9

HATCH & CESARIO

ATTORNEYS-AT-LAW

AGREEMENT FOR LEGAL SERVICES

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

Attorney's Services

Attorney agrees to provide Client with consulting, representational and legal services pertaining to special education and general student matters as requested by Client. This Agreement and Attorney's services do not include representation in administrative and judicial proceedings or appeals of special education or other matters.

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

Hourly Rates

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

Partners	\$260.00
Of-Counsel	\$260.00
Senior Associate	\$240.00
Associate	\$235.00
Education Consultant	\$200.00
Law Clerk	\$155.00
Paralegal	\$150.00

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

Costs, Expenses and Other Requirements Applicable to Client

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

In-office Photocopying	\$0.25 per page
Outside Photocopying	Actual usage
Facsimile	None
Scanning	None
Postage	Actual usage
Mileage	IRS mileage rate

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

Payment for Services

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

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

Arbitration of All Disputes Including Claims of Malpractice

- A. If a dispute or controversy arises between the Client and Attorney regarding the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, it shall be submitted to binding arbitration upon the written request of one party after the service of that request on the other party. The parties shall agree upon a neutral and professional arbitrator, or 3-person professional arbitration panel to hear and determine the dispute. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. The arbitration shall be conducted pursuant to the provider's rules. If the parties cannot agree, then the Superior Court of San Diego County shall choose an impartial arbitrator whose decision shall be final and conclusive on all parties. Attorney and Client shall each have the right of discovery in connection with any arbitration proceeding in accordance with Code of Civil Procedure section 1283.05. The parties shall bear their own legal fees and costs for all claims. The sole and exclusive venue for the arbitration and or any legal dispute shall be San Diego, California.

- B. Notwithstanding subparagraph A above, in any dispute subject to the jurisdiction of the State of California over attorneys' fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California Business and Professions Code section 6200, *et seq.* Those procedures permit a trial after arbitration, unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award. If, after receiving a notice of client's right to arbitrate, Client does not elect to proceed under the State Bar fee arbitration procedures, and file a request for fee arbitration within 30 days, any dispute over fees, charges, costs or expenses, will be resolved by binding arbitration as provided in the previous subparagraph A.

By initialing below, Client and Attorney confirm that they have read and understand subparagraphs A and B above, and voluntarily agree to binding arbitration. In doing so, Client and Attorney voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client is advised that Client has the right to have an independent lawyer of Client's choice review these arbitration provisions, and this entire agreement, prior to initialing this provision or signing this Agreement.

AK (Client Initial Here)

JRC (Attorney Initial Here)

Legal Fees and Costs Covered by JPA or Insurance Policy

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

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

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

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

Discharge of Services

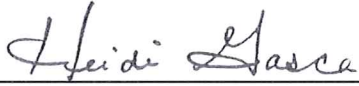
Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further legal services hereunder after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon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

Term of Agreement

The term of this Agreement is effective July 1, 2020 through June 30, 2021 and may be modified in writing by mutual agreement of Client and Attorney. This Agreement shall be terminable by either Attorney or Client upon thirty (30) days written notice.

Excel Academy Charter Schools

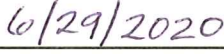
Hatch & Cesario Attorneys-at-Law



Heidi Gasca, M. Ed.,
Executive Director



Deborah R.G. Cesario, Partner



Date

June 26, 2020

Date

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Law Offices of Deborah R.G. Cesario

2 Business name/disregarded entity name, if different from above

Doing business as Hatch & Cesario, Attorneys-at-Law

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10531 4S Commons Drive, Suite 583

Requester's name and address (optional)

6 City, state, and ZIP code

San Diego, CA 92127

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	7	-	2	9	0	8	1	8	5
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ►

Deborah R.G. Cesario

Date ►

June 26, 2020

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 11.3

Date: August 13, 2020

	Correspondence/Proposals/Reports
	Consent Agenda
X	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of the Parsec Education Service Agreement

Background:

The Parsec Education Service Agreement will provide data associated with, but not limited to: transcripts, intake analysis, continued enrollment, local assessments, demographics, and past state testing. Parsec has the capabilities to customize Excel Academy's data and provide expertise on how to visualize and interpret data, share data for PAC, SSC, and ELAC meetings, and ultimately house the data on a cloud service where it is interactive with filters for stakeholders.

It is recommended the Board approve the Parsec Education Service Agreement as presented.

Fiscal Impact: \$10,000

Excel Academy Charter School - Helendale (#2073) \$7,000

Excel Academy Charter School - Warner (#2053) \$3,000

See attached contract.

Parsec Education - Service Agreement

Primary Contact Information			
Client		Parsec Education	
<i>Client Legal Name ("Client")</i>	Excel Academy	<i>Company Name</i>	Parsec Education
<i>Primary Contact, Title</i>	Heidi Gasca, Director	<i>Primary Contact</i>	Eugene Park
<i>Billing / Payment Address</i>	1 Technology Dr. Bldg. I, Ste. 811	<i>Billing Address</i>	700 Van Ness Ave Ste 237
<i>City / State / Zip</i>	Irvine, CA 92618-2339	<i>City / State / Zip</i>	Fresno, CA 93721
<i>E-mail</i>	hgasca@excelacademy.education	<i>E-mail</i>	eugene@parseceducation.com
<i>Phone</i>	(949) 387-7822	<i>Phone</i>	(559) 235-9602
Description of Services and Fees			
Description of Services		Fees	
License Fee(s): • Service Fee(s): • Data Science Consulting Package <ul style="list-style-type: none"> One Full-Day of [Remote] Support and Professional Development via Zoom (Up to 7-hours) Up to 60-hours of custom data analysis (reports included) ELA and Mathematics State Test Data Booklets (digital) ELA and Mathematics State Test Digital Presentation Community newsletter and report template library: Stay connected with other educators and learn how they are analyzing their data 		<i>Effective Date:</i>	7/24/2020
		<i>Contract Term:</i>	<input type="checkbox"/> 6-Month <input checked="" type="checkbox"/> 1-Year <input type="checkbox"/> 2-Year <input type="checkbox"/> 3-Year
		<i>License Fee:</i>	
		<i>Service Fee(s):</i>	
		<i>Data Science Consulting Package</i>	\$10,000 (Effective Start Date July 24th, 2020)
		<i>Total:</i>	\$10,000
Other Terms and Conditions			


Parsec Education - Service Agreement

Agreement

The agreement by and between the Client and Parsec Education consists of this Service Order and the Terms and Conditions attached to the Service Order.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title:	Date:
Parsec Education Signature: 	Print Name, Title: Eugene Park, Founder	Date: 7/17/2020

Terms and Conditions

BACKGROUND

Parsec Education is an education technology company that develops tools and resources for school districts and schools using proprietary technologies and design templates which Parsec Education exclusively owns. Client and Parsec Education have entered into the SO, and, from time to time hereafter, Client and Parsec Education may enter into additional Service Orders ("Future SOs") pursuant to which Client will purchase time-limited rights to use Parsec Education's proprietary technologies and design templates and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates

1.1 Parsec Education's Proprietary Technologies and Design Templates. Subject to the terms and conditions of this Agreement, Parsec Education hereby grants Client the limited, non-exclusive, non-transferable, non-sub-licensable right to access and use Parsec Education's proprietary technologies and design templates during the Term solely for Client's use (including use by Client's students and staff, as described in the SO, if applicable ("Authorized Users")). 1.2 Limitations. The following limitations and restrictions will apply to Parsec Education's proprietary technologies and design templates: (a) Client will not provide access to Parsec Education's proprietary technologies and design templates to any person who is not an employee or contractor of Client or an Authorized User. (b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of Parsec Education's proprietary technologies and design templates; (ii) modify, translate or create derivative works based on Parsec Education's proprietary technologies and design templates; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on Parsec Education's proprietary technologies and design templates; (iv) use Parsec Education's proprietary technologies and design templates for time sharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to Parsec Education's proprietary technologies and design templates or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Parsec Education or its suppliers on Parsec Education's proprietary technologies and design templates.

2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs into Parsec Education's proprietary technologies and design templates that identifies Client or its students and staff (including Authorized Users), and (b) any other

Parsec Education - Service Agreement

data and content provided by Client or Authorized Users to Parsec Education or input into Parsec Education's proprietary technologies and design templates. Client hereby grants to Parsec Education a non-exclusive, worldwide, royalty-free, fully paid up, sub-licensable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Parsec Education's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Blind Data") and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title, and interest in and to the Client Data other than the licenses therein expressly granted to Parsec Education under this Agreement. 2.2 Parsec Education Ownership. Parsec Education retains all right, title, and interest in and to Parsec Education's proprietary technologies and design templates AND general design, algorithm, and final product of custom-built data analytics tools and report builders, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Parsec Education grants no and reserves any and all rights other than the rights expressly granted to Client under this Agreement with respect to Parsec Education's proprietary technologies and design templates. 2.3 Feedback. The Client may, from time to time, provide suggestions, comments for enhancements or functionality, or other feedback ("Feedback") to Parsec Education with respect to Parsec Education's proprietary technologies and design templates. Parsec Education has full discretion to determine whether to proceed with the development of the requested enhancements, features, or functionality. Client hereby grants Parsec Education a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part. 2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of Parsec Education's proprietary technologies and design templates and notify Parsec Education promptly of any such unauthorized access or use, and (b) use Parsec Education's proprietary technologies and design templates only in accordance with the documentation and applicable laws and regulations. 2.5 Data Security. Parsec Education will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Parsec Education to perform any part of the services hereunder. 2.6 Privacy Policy. Parsec Education cares deeply about privacy, and we recognize that it is vital to the educators, students, and other clients we serve. Please see our Privacy Policy at <https://www.parseceducation.com/pages/student-privacy> for more information about how we protect the privacy of those we serve. 2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Parsec Education will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, the Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Parsec Education within thirty (30) days from the time such payment is due, Parsec Education may suspend access to Parsec Education's proprietary technologies and design templates until such payment is made. 3.2 Net of Taxes. All amounts payable by Client to Parsec Education hereunder are exclusive of any sales, use and other taxes or duties, however, designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). The Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Parsec Education. The Client will not withhold any Taxes from any amounts due to Parsec Education.

4 TERM, TERMINATION

4.1 Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO (the "Term"). 4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of Parsec Education's proprietary technologies and design templates and all rendered services up to and including the last day on which Parsec Education's

Parsec Education - Service Agreement

proprietary technologies and design templates are provided. Upon any termination of this Agreement for any reason, Parsec Education may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on Parsec Education's proprietary technologies and design templates or on Parsec Education's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Parsec Education to provide Parsec Education's proprietary technologies and design templates will immediately terminate and Client will (a) cease use of Parsec Education's proprietary technologies and design templates; and (b) return or destroy all other copies or other embodiments of Parsec Education's Confidential Information. 4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Parsec Education's Confidential Information includes, without limitation, Parsec Education's proprietary technologies and design templates and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisors (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations hereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement. 6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, Parsec Education's proprietary technologies and design templates ARE PROVIDED ON AN "AS-IS" BASIS AND Parsec Education DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY

Parsec Education - Service Agreement

EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON- INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF Parsec Education's proprietary technologies and design templates OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF. 7.2 GENERAL CAP ON LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF Parsec Education's proprietary technologies and design templates OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE Parsec Education's Proprietary Technologies and Design Templates) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO Parsec Education UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. 7.3 INDEPENDENT ALLOCATIONS OF RISK. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE. 7.4 Indemnification by Parsec Education. Except for liability for which Client is responsible under Section 7.5, Parsec Education will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys fees) arising from any third party claim, demand or allegation that the use of Parsec Education's proprietary technologies and design templates in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Parsec Education will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of Parsec Education's proprietary technologies and design templates by any party other than Parsec Education without Parsec Education's express consent; (b) the combination, operation, or use of the Parsec Education with other product(s), data or services not provided by Parsec Education where the Parsec Education's Proprietary Technologies and Design Templates would not by itself be infringing; or (c) unauthorized or improper use of Parsec Education's proprietary technologies and design templates. If the use of Parsec Education's proprietary technologies and design templates by Client has become, or in Parsec Education's opinion is likely to become, the subject of any claim of infringement, Parsec Education may at its option and expense (i) procure for Client the right to continue using Parsec Education's proprietary technologies and design templates as set forth hereunder; (ii) replace or modify Parsec Education's proprietary technologies and design templates to make it non-infringing so long as Parsec Education's proprietary technologies and design templates have at least equivalent functionality; (iii) substitute an equivalent for Parsec Education's proprietary technologies and design templates or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. Section 7.4 states Parsec Education's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party. 7.5 Indemnification by Client. Client will indemnify, defend and hold Parsec Education and the officers, directors, agents, and employees of Parsec Education ("Parsec Education Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Parsec Education Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of Parsec Education's proprietary technologies and design templates in violation of this Agreement or (b) the Client Data. 7.6 Indemnification Procedure. If a Client Indemnified Party or a Parsec Education Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceedings against the Indemnified Party by any third party (each an "Action"),

Parsec Education - Service Agreement

the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense, and the Indemnified Party will have the right to participate fully, at its own expense, in defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both Parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of Parsec Education's proprietary technologies and design templates or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that 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 and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. The Client acknowledges that any unauthorized use of Parsec Education's proprietary technologies and design templates will cause irreparable harm and injury to Parsec Education for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Parsec Education will be entitled to injunctive relief in the event Client uses Parsec Education's proprietary technologies and design templates in violation of the limited license granted herein or uses Parsec Education's proprietary technologies and design templates in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without the prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Parsec Education may identify Client and the relationship between Parsec Education and Client in Parsec Education's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the state of California without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Fresno, California, and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

EXCEL ACADEMY CHARTER SCHOOL

Agenda Item: 11.4

Date: August 13, 2020

	Correspondence/Proposals/Reports
	Consent Agenda
X	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only:

Item: Approval of the MacBook Air Laptop Purchase

Background:

As the staff at Excel Academy grows, Excel is in need of purchasing more MacBook Air laptops for our staff to use as they work from home. Currently, Excel Academy is in need of five MacBook Air laptops.

It is recommended the Board approve the MacBook Air agreement as presented.

Fiscal Impact: \$5,670.61

Excel Academy Charter School - Helendale (#2073) \$ 3,969.42

Excel Academy Charter School - Warner (#2053) \$1,701.21

See agreement as presented.

Apple Inc. Education Price Quote

Customer:	Anne Cesario COMMUNITY COLLABORATIVE CHTR SCHLS BLDG I-811 Phone: (949)387-6047 email: acesario@excelacademy.education	Apple Inc:	Jason McCasland 5505 W Parmer Lane Bldg 7 Austin, TX 78727 Phone: +1-512-6746061 email: jmccasland@apple.com
Apple Quote:	2206439621		
Quote Date:	Wednesday, July 22, 2020		
Quote Valid Until:	Friday, August 21, 2020		

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	13-inch MacBook Air: 1.1GHz dual-core 10th-generation Intel Core i3 processor, 256GB – Space Gray (5-Pack) Part Number: MWTM2LL/A Configuration: <ul style="list-style-type: none">• 065-C8L9 1.1GHz dual-core 10th-generation Intel Core i3 processor, Turbo Boost up to 3.2GHz• 065-C7VM Intel Iris Plus Graphics• 065-C7V1 8GB 3733MHz LPDDR4X memory• 065-C7V3 256GB SSD storage• 065-C7VN Force Touch trackpad• 065-C7VP Two Thunderbolt 3 ports• 065-C7VQ Touch ID• 065-C7VT Retina display with True Tone• 065-C7WN Backlit Magic Keyboard – US English• 065-C8M4 Accessory Kit	5	\$879.00	\$4,395.00
2	3-Year AppleCare+ for Schools – MacBook Air Part Number: S7732LL/A	5	\$183.00	\$915.00
Edu List Price Total				\$5,310.00
– eWaste Fee / Recycling Fee				\$20.00
– Additional Tax				\$0.00
– Estimated Tax				\$340.61
– Total Tax				\$340.61

*In most cases Extended Total Price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included.
Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2206439621. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, August 21, 2020 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

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EXCEL ACADEMY CHARTER SCHOOLS

Agenda Item: 12.1

Date: August 13, 2020

	Correspondence/Proposals/Reports
	Consent Agenda
	Business/Financial Services
	Education/Student Services
X	Personnel Services
	Curriculum
	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of Shared Executive Services:

Rescind Joint Employment Agreement for Kurt Madden, July 1, 2020 - June 30, 2022

Approve Employee Lease Agreement for shared Executive Services

Approve the Resolution Approving the Compensation for the Chief Executive Officer

Background:

The CEO is a critical role in the operation of the schools providing direction and guidance to staff, maintaining professional working relationships with authorizers, representing the schools while engaging with a variety of organizations and stakeholders, and ensuring compliance with all State and federal regulations.

Upon advice of legal council, staff recommend the following actions:

- 1) Rescind the Joint Employment Agreement issued to Mr. Madden in June 2020.
- 2) Approve an Employee Lease Agreement to outline the shared services of the Executive Services team between California Pacific Charter Schools, Excel Academy Charter Schools, Pathways Academy Adult Education, and Sage Oak Charter Schools for shared Executive Services for a two-year term.
- 3) Approve the Resolution Approving the Compensation for the Chief Executive Officer.

Fiscal Impact:

Total compensation for Executive Services to include the Chief Executive Officer and the Executive Assistant, will be shared by the five member charter school nonprofits in The Collaborative as stated in the Employee Lease Agreement. The split cost of the total compensation for Executive Services will be 50% of the percentage of the nonprofit's total ADA out of the Collaborative member charter schools, and 50% of the cost as a split across eleven charter schools.

Employee	Total Comp	
CEO	\$293,966.02	
Executive Asst.	\$115,487.10	Divided by 11 Schools
	\$409,453.12	\$37,223.01

			Total Compensation Distribution		
SPLIT COST	Cost as a % of Total ADA	Cost as of the # of Schools X \$37,223.01	50% ADA	50% of 11	TOTAL Cost Exec Team
SOCS	\$239,120.62	\$111,669.03	\$119,560.31	\$55,834.52	\$175,394.83
CPCS	\$45,039.84	\$111,669.03	\$22,519.92	\$55,834.52	\$78,354.44
Excel	\$110,552.34	\$74,446.02	\$55,276.17	\$37,223.01	\$92,499.18
Pathways	\$2,456.72	\$74,446.02	\$1,228.36	\$37,223.01	\$38,451.37
MYA	\$12,283.59	\$37,223.01	\$6,141.80	\$18,611.51	\$24,753.30

School	Percentage splits	Cost per school
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Excel Helendale	70%	\$64,749.43
Excel Warner	30%	\$27,749.75
Total		\$92,499.18

Motivated Youth Academy will be reimbursed through a monthly bill back process for each nonprofit's portion of the employees' cost including a percentage of related costs for the school's property and casualty insurance policies. Additionally, each nonprofit will be responsible for incidental costs throughout the school year such as related mileage reimbursement, professional organization memberships, and other supplies purchased for the Executive Services staff.

MEMORANDUM OF UNDERSTANDING FOR SHARED PERSONNEL SERVICES

This Memorandum of Understanding for Shared Personnel Services (“MOU”) is entered into as of July 1, 2020 (“Effective Date”) by and between the following California nonprofit public benefit corporations, which may each be referred to herein as a “Party” and collectively as the “Parties” to this MOU: California Pacific Charter Parties (“CPCS”), Excel Academy Charter Parties (“EACS”), Motivated Youth Academy (“MYA”), Pathways Academy Adult Education (“Pathways”), and Sage Oak Charter Parties (“SOCS”).

RECITALS

WHEREAS, CPCS, EACS, MYA, Pathways, and SOCS are each nonprofits that operate California public charter schools and are each members of the Collaborative Charter Services Organization (“CSO”), a California nonprofit public benefit corporation and subsidiary of the Parties;

WHEREAS, the Parties entered into a joint employment services agreement on or about June 11, 2020, in order to jointly employ Kurt Madden (“Madden”) as Chief Executive Officer and Secretary to the Boards of Directors of the Parties, which joint employment agreement was cancelled by the Parties and replaced by an employment agreement between Madden and MYA effective July 1, 2020;

WHEREAS, MYA entered into an employment agreement with Lori Hath (“Hath”) on or about May 15, 2020, in order to obtain Hath’s services in the position of Executive Assistant effective July 1, 2020;

WHEREAS, the Parties seek to share the services of Hath as an Executive Assistant and of Madden as Chief Executive Officer and Board Secretary (collectively, the “Shared Personnel”) among them cooperatively in order to achieve cost savings and other benefits for each Party, so that each Party may have access to additional, valuable and/or specialized personnel services that might otherwise not be available to them;

WHEREAS, the sharing of services performed by the Shared Personnel among all of the Parties cooperatively is in the mutual interest of each of the Parties and in furtherance of their shared goal to successfully implement their respective education programs in an efficient and cost effective manner; and

WHEREAS, the Parties intend to coordinate the services provided by the Shared Personnel to the Parties and to allocate costs among the Parties according to the terms and conditions set forth in this MOU.

NOW, THEREFORE, in consideration of their mutual promises set forth in this MOU, the sufficiency of which is acknowledged, the Parties hereby agree as follows.

AGREEMENT

1. Shared Personnel Services. During the term of this MOU, the Parties shall coordinate with each other for the Shared Personnel to perform the services described in Attachment A (the “Services”) under the terms and conditions set forth herein.

2. Relationship of Parties. The Parties acknowledge that Shared Personnel are and shall remain employees of MYA, which shall constitute the sole employer and “Lessor” of Services performed by Shared Personnel under this MOU. The non-Lessor Parties entitled to receive Services from Shared Personnel pursuant to the terms of the MOU shall constitute the “Lessees.” Shared Personnel shall be

subject to the ultimate oversight, direction and control of Lessor and its governing board, officers, and designated representatives, but may also be subject to the supervision and direction of Lessees when performing Services on their behalf. The termination of this MOU shall not terminate the Shared Personnel's employment relationship with Lessor. Lessees are not, and nothing in this MOU shall cause Lessees to become third party beneficiaries to Lessor's employment agreements with the Shared Personnel. Nothing in this MOU shall confer upon any Party any rights or remedies, including any right to employment, as an employee of any other Party. Nothing in this MOU shall create a joint venture between the Parties. Each Party shall remain solely responsible for its own governance, operations and educational program, if any.

3. Allocation. Each Party's right to receive Services and obligation to pay fees under this MOU shall be determined based upon their proportionate share using the formula set forth in Attachment B (the "Allocation"), as it may be adjusted from time to time. The Allocation shall be assessed at the intervals set forth in Attachment B for each year of this MOU and upon termination by less than all Parties as set forth in Section 9. The Allocation and any adjustments thereto, notating the effective date, shall be memorialized in Attachment B, which may be updated by Lessor as a matter of contract administration without the need for a formal amendment to this MOU.

4. Allocation of Services. Each Party will have the right to receive Services from Shared Personnel in an amount reasonably equivalent to that Party's Allocation. The Parties shall work cooperatively with each other and the Shared Personnel to coordinate the performance of such Services. Any Party which asserts that it has not received its Allocation of Services from Shared Personnel, must provide written notice to the Parties, describing in detail the alleged deficiency and allowing thirty (30) days to cure before seeking any other remedy.

5. Allocation of Fees and Expenses. As consideration for the Services provided by Shared Personnel, each Lessee shall pay to Lessor the fees and expenses set forth herein.

a. Fees. Each Lessee shall pay to Lessor a fee that is calculated based on their Allocation of the annual total cost incurred by Lessor in employing the Shared Personnel as set forth in Attachment C. The total cost shall be fixed as of July 1 for each year of this MOU and may thereafter be subject to change only with the agreement of all Parties. Any such changes, notating the effective date, shall be memorialized by Lessor in Attachment C, which may be updated as a matter of contract administration without the need for a formal amendment to this MOU.

b. Expenses. Reasonable and necessary expenses incurred by Shared Personnel in the course of performing Services under this MOU shall be split evenly between those Parties on whose behalf the expenses were incurred. Expenses in excess of \$5,000 must be approved in advance by the affected Parties. Invoices for expenses shall be sent within thirty (30) days of payment and shall include copies of supporting documentation (e.g. receipts).

6. Monthly Payment and Deposit. Lessor shall provide monthly statements to each Party which shall include the billing period, the fees and any expenses owed and a description of the method by which the fees and expenses were calculated. Each Party shall submit payment to Lessor within thirty (30) days after receipt of the invoice. Any disputes concerning invoices must be directed to Lessor in writing within thirty (30) days after receipt of the invoice. Lessor shall provide access to reasonable backup documentation for such fees upon request and subject to privacy considerations. In addition, within ten (10) days of executing this MOU, each Party shall provide Lessor with a deposit of one (1) month's Allocation of fees, to ensure Lessor has adequate cash flow to cover Shared Personnel costs. Upon termination of this MOU, Lessor shall apply each Party's deposit as a credit on that Party's final monthly statement. In the event a Party's final monthly statement is less than that Party's deposit amount, Lessor

shall return any remaining deposit amount to the Party within thirty (30) days of termination of the MOU.

7. Lessor Responsibilities. In addition to any other promises and covenants identified herein, Lessor shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Timely pay Shared Personnel consistent with applicable law and their employment agreements, if any.

d. Ensure that Shared Personnel maintain the qualifications and competency necessary to provide the Services, including but not limited to: (i) complete all required training, including, but not limited to initial and annual training on mandated child abuse and neglect reporting; (ii) are free from active tuberculosis; (iii) have passed a criminal background check through the Department of Justice; (iv) have not been convicted of a serious or violent felony (as defined by Penal Code §§ 667.5 and 1192.7); (v) are eligible to work in the United States; and (vi) maintain in good standing all applicable licenses and credentials.

e. Supervise and evaluate Shared Personnel and make and implement, in its sole discretion all employment related communications and decisions with respect to Shared Personnel, including, but not limited to matters relating to discipline, termination, accommodations, disability claims, complaints, leaves of absence, compensation and benefits.

f. Administer trainings, leaves of absence, disability accommodations and other duties of an employer as required by applicable law.

8. Lessee Responsibilities. In addition to any other promises and covenants identified herein, each Lessee shall have the following responsibilities under this MOU:

a. Comply with all applicable federal, state and local laws and regulations, including laws prohibiting harassment, discrimination and retaliation.

b. Comply with all applicable federal, state and local laws, regulations and orders concerning workplace safety.

c. Provide to Shared Personnel, in writing, copies of any of Lessee's policies and procedures applicable to the Services.

d. Provide a safe working environment for Shared Personnel.

e. Supervise and direct Shared Personnel when providing Services on behalf of the Lessee in order to ensure that Shared Personnel meet their performance obligations and comply with all of Lessee's applicable policies and procedures.

f. Provide feedback to Lessor regarding the performance of Shared Personnel.

9. Term and Termination.

a. Term. The term of this MOU commences on the Effective Date and continues through June 30, 2021, which term will automatically renew for successive one (1) year terms unless terminated earlier as set forth below. In the event of a termination by Lessor, the entire MOU shall terminate. Termination by a Lessee will not automatically terminate this MOU as to the remaining Parties. In the event a Lessee's participation in this MOU is terminated, the remaining Parties' Allocation shall be re-assessed consistent with Section 3 of this MOU.

b. Termination Without Cause. Any party may terminate its participation in this MOU for any reason by providing written notice to all Parties no later than 120 days before the expiration of the term.

c. Termination for Cause. Any Party may terminate its participation in this MOU for cause as defined below. All notices required under this subdivision must be simultaneously provided to all Parties in writing.

i. Material Breach. Any Party may terminate this MOU the event of another Party's material or persistent breach of any one or more of the terms of this MOU, which breach is not remedied within thirty (30) days after written notice. If after thirty (30) days the non-breaching Party determines that the breach has not been remedied or appropriate actions have not commenced to cure the breach, the non-breaching Party may terminate its participation in the MOU effective immediately. Following termination under this subsection, the breaching Party is responsible for paying for the non-breaching Party's allocation through the remainder of the term, which amount shall be applied by Lessor as a credit to each Lessee to cover any difference in their respective Allocation following termination.

ii. Termination for Change in Shared Personnel. Any Party may terminate this MOU in the event Shared Personnel are no longer employed by Lessor. A legally protected leave of absence taken by Shared Personnel shall not permit any Party to terminate this MOU. In the event Shared Personnel separate from employment with Lessor, or are on an extended leave of absence, Lessor and Lessee shall promptly commence good faith negotiations to find a mutually agreeable replacement.

iii. Termination for Change in Law. In the event a Party's performance under this MOU is materially impacted by a change in applicable federal, state, or local law or regulation, including a change in interpretation of the same by a court or oversight body with jurisdiction over a Party, the affected Party shall provide notice and all Parties shall promptly commence good faith negotiations to find a mutually agreeable resolution (including without limitation, an amendment to the MOU). If, despite such good faith negotiations, the Parties are unable to agree upon a resolution, any Party may terminate its participation in this MOU by providing thirty (30) days advance notice.

iv. Unsatisfactory Performance or Misconduct by Shared Personnel. Any Party may terminate this MOU as a result of unsatisfactory performance or misconduct of Shared Personnel that is material or persistent, which is not remedied within thirty (30) days after written notice is provided to Lessor. If after thirty (30) days the Party providing notice determines in good faith that the performance or misconduct has not been remedied or appropriate actions have not commenced to cure the breach, the Party providing notice may terminate its participation in the MOU effective immediately.

v. Charter Revocation/Non-Renewal. Upon the revocation or non-renewal of the charter of a Party, that Party may terminate its participation in the MOU effective upon the winding up of that charter's business, as set forth in any closure resolution. Notice of any such revocation or non-renewal shall be provided as soon as possible.

vi. Termination Upon Withdrawal of Party. In the event any Party's participation in this MOU is terminated, any other Party may also terminate its participation in this MOU

upon 30 days' written notice.

d. **Duty to Pay Severance to Shared Personnel Upon Termination.** In the event termination of this MOU results in termination of Shared Personnel's employment without cause thereby triggering a requirement to pay severance to Shared Personnel under their employment agreement with Lessor, the terminating party shall be responsible for paying for any severance, or in the event of a termination by more than one Party, any such severance shall be paid according their relative Allocation. In the event of a termination for material breach, the breaching party or parties shall be solely responsible for paying the cost of severance. In no event shall a Party be liable for severance in an amount in excess of that Party's total liability for fees under this MOU.

10. Intellectual Property; Work Product. Any intellectual property owned by a Party that is used by or on behalf of another Party in the context of providing Services, shall remain the property of the originating Party. No Party shall have the right to grant a license, sublicense, or any other use or rights to the intellectual property of another Party. A Party's use of another Party's intellectual property under this MOU shall not create any ongoing license or other right to continuing use of that intellectual property after the termination of this MOU. Upon termination of this MOU, the intellectual property of each Party in the possession of any other Party shall be returned and/or destroyed. Any work product created by or on behalf of a Party pursuant to this MOU, shall be and remain the property of that Party.

11. Confidentiality. Each Party acknowledges that during the term of this MOU, it may have access to certain Confidential Information of the other Parties as defined below. Each Party shall maintain and enforce reasonable administrative, technical, and physical safeguards, including but not limited to restricting access to Confidential Information, in order to reasonably protect the confidentiality of the other Parties' Confidential Information. The Parties' obligations hereunder with respect to Confidential Information shall survive termination of this MOU.

a. **Scope.** "Confidential Information" means non-public information marked either "confidential" or "proprietary," or that otherwise should be understood by a reasonable person to be confidential in nature. Confidential Information may include but is not limited to trade secrets, policies, procedures, closed session records and communications, student education records, intellectual property, business or strategic plans, contractual arrangements or negotiations, fundraising and marketing strategies, financial information and employee information. Confidential Information does not include any information which (i) is rightfully known to the recipient prior to its disclosure; (ii) is released to any other person or entity (including governmental agencies) without restriction; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; (iv) is or later becomes publicly available without violation of this MOU or may be lawfully obtained by a Party from a non-party; or (v) which is a public record under California law.

b. **Notice.** If disclosure of Confidential Information is requested pursuant to law, statute, rule or regulation (including through a subpoena or request under the California Public Records Act), the Party to which the request for disclosure is made shall provide the Party(ies) whose Confidential Information is requested with prior prompt written notice thereof to the extent practicable, and if practicable under the circumstances, shall allow the affected Party(ies) to seek a restraining order or other appropriate relief.

c. **Return.** Upon the termination or expiration of this MOU, Confidential Information of each Party in the possession of the other Party shall be returned.

12. Student Information. Each Party is responsible for its compliance with the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) ("FERPA") and other applicable state and federal laws pertaining to student information and privacy.

a. To the extent necessary, the Lessor shall be designated as having a legitimate educational interest in accessing each Lessee's student education records, as that term is defined by and for purposes of FERPA, thereby allowing Shared Personnel to access personally identifiable information from student education records from the Lessees as needed to perform the Services. For purposes of this MOU, the term "personally identifiable information" ("PII") means any information that can be used on its own or with other information to (i) distinguish one person from another, (ii) identify, contact, or locate a single person, or (iii) de-anonymize anonymous data.

b. Lessor shall not use or disclose pupil records, including PII, received from or on behalf of another Party except as necessary with respect to the performance of the Services, as required by law, or as otherwise authorized in writing by the applicable Lessee. Lessor shall protect the student education records it receives from or on behalf of another Party no less rigorously than it protects its own student education records. In the event of an unauthorized disclosure of PII, Lessor shall notify the affected Lessee(s) as soon as practicable, and shall, upon the affected Lessee's request, notify affected parents, legal guardians and eligible pupils using reasonably available technological means such as electronic mail.

13. Conflicts. In the event an actual or potential conflict arises between the Parties, the affected Parties shall seek to resolve the conflict, while taking reasonable measures to protect from disclosure any Confidential Information.

14. Insurance. Lessor shall procure and maintain in full force and effect for the duration of this MOU, the following insurance in connection with Lessor's performance under this MOU and the provision of Services by Shared Personnel.

a. California Workers' Compensation Insurance, as required by the State of California and consistent with Labor Code section 3602(d)(1), with statutory limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease, covering all Shared Personnel provided under this MOU.

b. General Liability Insurance including coverage for personal injury, death, property damage and sexual abuse/molestation (if not included with ELL) with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence, and a minimum annual aggregate of Two Million Dollars (\$2,000,000).

c. Employment Practices Liability Insurance with a combined single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

d. Professional Liability Insurance, which may also be called Educator's Legal Liability Insurance (or ELL), with a combined single limit of no less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) policy aggregate.

e. Lessor will provide additional insured coverage and policy endorsements for Lessees and their officers, directors, employees, volunteers or agents (collectively referred to as the "Additional Insureds") under the General Liability and Employment Practices policies. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Lessor's insurance shall be primary as respects Additional Insureds, and any insurance, self-insurance or other coverage maintained by Additional Insureds shall be excess to Lessor's insurance and shall not contribute to it.

f. Lessor hereby agrees to waive rights of subrogation which any insurer of Lessor may acquire from Lessor by virtue of the payment of any loss. Lessor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

g. Upon request at any time, Lessor shall furnish any Lessee with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Section) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements. Failure to obtain the required documents prior to the work beginning shall not waive Lessor's obligation to provide them. Lessees reserve the right to require complete, certified copies of all required insurance policies, including endorsements, herein required, at any time.

h. Lessor will provide 30 days prior written notice to Lessees in the event of any material modification or cancellation of insurance required by this MOU. If any of the required coverages expire during the term of this MOU, Lessor shall deliver the renewal certificate(s) including the additional insured endorsements to Lessees at least ten (10) days prior to the expiration date.

i. Except as indicated above, all policies shall be provided on an occurrence basis. If any of the required policies provide coverage on a claims-made basis, then the following terms shall be provided to the extent possible: (i) the retroactive date must be shown and must be before the date of the MOU or the beginning of the work; (ii) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work; (iii) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Lessor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

15. Liability. Each Party shall be and remain responsible for its own debts and obligations. Nothing in this MOU shall be construed as imposing on a Party any liability arising out of the operations of any other Party, except as such liability may result from the performance of the first Party's obligations under this MOU.

16. Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties, and their employees, officers, directors, and agents, from and against any liability, loss, claims, demands, damages, expenses, lawsuits and costs (including attorneys' fees, expert witness fees, and other costs of litigation or other proceedings) of every kind or nature arising in any manner out of any breach of duties under this MOU and/or any negligence or willful misconduct of that Party, including its employees, officers directors and agents. Each Party shall be responsible for its own sole negligence and willful misconduct.

17. Assignment. No Party shall assign this MOU, any interest in this MOU, or its rights or obligations under this MOU without the express prior written consent of the other Parties. This MOU shall be binding on, and shall inure to the benefit of, the Parties and their respective successors and assigns.

18. Fiduciary Obligations. The governing body for each Party has reviewed this MOU in good faith, and in a manner in which it believes to be in its best interests, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances, and has determined that the MOU is in the best interests of its Party and that the cost allocation to be paid is fair and reasonable.

19. Dispute Resolution. If there is any dispute or controversy between the Parties arising out of or relating to this MOU, the Parties agree to confidentially meet in good faith to discuss a mutually amicable resolution to the dispute. If informal efforts at dispute resolution are not successful, the Party with the complaint shall give written notice of the dispute and the desired resolution to the other Party. The Parties agree that, within thirty (30) days of the date of written notice of the failure to resolve the dispute despite good faith efforts, they will again meet with a mutually agreeable mediator for non-binding mediation in good faith, with a principal of each of the Parties present. If the Parties are still unable to come to a resolution within thirty (30) days of the external mediation, the Parties may agree to arbitrate the dispute in San Diego County before a retired California state or federal court judge under the

Comprehensive Arbitration Rules of JAMS, rather than resorting to litigation.

20. Notice. All notices, requests, demands, or other communications (collectively “Notice”) given to or by the Parties under this MOU shall be in writing and shall be deemed to have been duly given on the date of receipt if transmitted by email or personally served on the Party(ies) to whom Notice is to be given, or seventy-two (72) hours after mailing by United States mail first class, registered or certified mail, postage prepaid, addressed to the Party(ies) to whom Notice is to be given, at the applicable address set forth below:

To: California Pacific Charter Parties
ATTN: Board President
100 East San Marcos Blvd., Suite 350
San Marcos, CA 92069

To: Motivated Youth Academy
ATTN: Board President
100 East San Marcos Blvd., Suite 350
San Marcos, CA 92069

To: Sage Oak Charter Schools
ATTN: Board President
100 East San Marcos Blvd., Suite 350
San Marcos, CA 92069

To: Excel Academy Charter Schools
ATTN: Board President
100 East San Marcos Blvd., Suite 350
San Marcos, CA 92069

To: Pathways Academy Adult Education
ATTN: Board President
100 East San Marcos Blvd., Suite 350
San Marcos, CA 92069

21. Headings. The descriptive headings of the sections and/or paragraphs of this MOU are inserted for convenience only, are not part of this MOU, and do not in any way limit or amplify the terms or provisions of this MOU.

22. Amendments. This MOU may be amended by the mutual written consent of all Parties.

23. Entire MOU. This MOU constitutes the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all agreements, representations and understandings of the Parties with respect to such subject matter made or entered into prior to the date of this MOU.

24. Arm’s Length and Independent Counsel. This MOU has been negotiated at arm’s length and between persons (or their representatives) sophisticated and knowledgeable in the subjects in this MOU. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities against the Party that has drafted it is not applicable and is waived. The provisions of this MOU shall be interpreted in a reasonable manner to affect the purpose of the Parties and this MOU. Each Party has been advised by, or had opportunity to seek advice from, its independent counsel regarding this MOU.

25. No Waiver. No waiver of any provision of this MOU shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

26. Severability. If any provision of this MOU is invalid or contravenes California law, such

provision shall be deemed not to be a part of this MOU and shall not affect the validity or enforceability of its remaining provisions, unless such invalidity or unenforceability would defeat an essential purpose of this MOU.

27. Governing Law. This MOU shall be governed by and interpreted under California law.

28. Authority to Contract. Each Party warrants to the others that it has the authority to enter into this MOU, that it is a binding and enforceable obligation of said Party, and that the undersigned has been duly authorized to execute this MOU.

29. Counterparts. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, or other electronic copy of the fully executed original version of this MOU shall have the same legal effect as an executed original for all purposes.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties execute this MOU as of the Effective Date above.

California Pacific Charter Schools, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2020	Excel Academy Charter Schools, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2020
Motivated Youth Academy, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2020	Pathways Academy Adult Education, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2020
Sage Oak Charter Schools, a California nonprofit public benefit corporation By: _____ Name: _____ _____ Its: _____ Date: _____, 2020	

ATTACHMENT A

Shared Services

See attached job descriptions:

1. Chief Executive Officer
2. Executive Assistant to the Chief Executive Officer

ATTACHMENT B

Allocation

1. Allocation Formula

Each Party's Allocation shall be determined as follows: 50% shall be based upon ADA, which amount shall be determined by dividing a Party's ADA by the combined ADA of all Parties to the MOU; and 50% shall be based upon the number of charter schools, which amount shall be determined by dividing the total number of charter schools operated by a Party by the combined number of charter schools operated by all Parties to the MOU. Each Party's Allocation is set forth below:

Party	ADA (50%)	Schools (50%)	Total Allocation
California Pacific Charter Schools	\$22,519.92	\$55,834.52	\$78,354.44
Excel Academy Charter Schools	\$55,276.17	\$37,223.01	\$92,499.18
Motivated Youth Academy	\$6,141.80	\$18,611.51	\$24,753.30
Pathways Academy Adult Education	\$12,28.36	\$37,223.01	\$38,451.37
Sage Oak Charter Schools	\$119,560.31	\$55,834.52	\$175,394.83

2. Allocation Assessment Intervals

Each Party's Allocation shall be determined and reassessed at the following intervals:

1. First Assessment. The Parties shall determine the Allocation no later than July 1.
2. Second Assessment. The Parties shall re-assess the Allocation no later than December 15, and any resulting adjustments shall be effective as of January 1.

The undersigned hereby certifies that the above Allocation is approved and effective as of July 1 2020.

William Hall
Board President
Motivated Youth Academy

ATTACHMENT C

Total Cost

The following total cost of employing Shared Personnel shall be allocated between the Parties pursuant to the MOU:

1. Kurt Madden
Salary and Benefits \$293,933.02
2. Lori Hath
Salary and Benefits \$115,487.10

The undersigned hereby certifies that the above Total Costs are approved and effective as of July 1, 2020.

William Hall
Board President
Motivated Youth Academy

Chief Executive Officer

Job Description

Reports To: Board of Directors
FLSA Status: Exempt
School Classification: Certificated Administration
Pay Range: \$204,750 to \$261,318
Work Schedule: 225 days
Location: Onsite/Remote Office

Position Summary

The Chief Executive Officer (CEO) operates under the policy direction of the Board of Directors and in accordance with federal and state laws; providing direction to the leadership team in developing, formulating and revising guidance documents in school finance, school program planning and educational program review. The CEO has the authority to specify actions required and to detail how the school will operate. Work is accomplished by providing leadership to the Board of Directors, school employees and members of the community, and by system management that recognizes the need to achieve student, staff and board goals, as well as system improvement plans and objectives.

Communications are provided to all levels within the schools and organization, the community served by the school and state organizations and agencies, and Board of Directors. Each of the programs must be conducted in compliance with policies and procedures of the Board, as well as state rules and regulations and state and federal statutes.

Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Master's Degree and Education Specialist (Ed. S) degree or higher in administration and supervision or educational leadership preferred.
- Have at least five years of successful teaching and five years of educational administration experience with concentration in administration, supervision, curriculum, finance and personnel management.
- A valid, current, and appropriate California state administrative credential. A copy of credential to be provided and kept current.
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

Essential Duties and Responsibilities

Upholding Mission

- Understand and promote the charter's mission, purposes and objectives to parents, staff, board members, and community.
- Build shared vision among all stakeholders, focusing on the program's mission and identity.
- Establish and maintain a healthy and mutually supportive relationship with our partners to advance the mission of the schools.
- Ensure each charter school within The Collaborative enacts its mission.

Administrative Responsibilities

- Develop new and revised policies for recommendation to the Board and ensure that all laws, policies, procedures and administrative regulations are implemented.
- Make administrative decisions necessary for the proper functioning of the schools.
- Secure legal interpretations on all issues pertaining to the operation of the schools.
- Create and oversee systems to handle organizational tasks such as student records, teacher records, purchasing, budgets, and timetables.
- Serve as professional advisor to the Board, keeping them fully informed on all programs, practices, issues and problems of the charter school; provide them with all information and data for decision making. When recommendations are requested or offered, the CEO will provide rationale for the recommendation.
- Provide leadership in designing, implementing, and evaluating major programs and activities to bring about needed change and higher performance.
- Provide leadership and support to the schools staff in determining instructional objectives and identifying charter needs as the basis for developing long-and short-range plans for the charter.
- Continuously develop and expand the educational goals and programs, and inform the Board of status, progress, and implementation.
- Keep informed of current educational philosophy, practices and public policies by advanced study, by visiting other charters, by attending educational conferences and workshops, and by reading current professional literature. Keep the Board informed of trends in education.
- Complete and submit required documents as requested or required by the charter and/or the Board of Directors and/or the District and associated County Office of Education.
- Participate in and develop professional development workshops as needed.
- Maintain good working relationships with the total staff, directing and implementing lines of communication with employees.
- Foster a climate of innovation and collaborative creative problem solving with charter personnel, students, parents, and community.
- Establish and maintain a system to handle organizational tasks such as student records, teacher records, teacher credentialing information, contemporaneous attendance logs, purchasing, budgets, and timetables.
- Work with the schools' staff to develop the annual school calendar and Master Schedule.

District Liaison

- Serve as liaison between the schools and authorizing LEA's on all educational matters; coordinate with legal counsel on contracts with contractors.
- Maintain communication and strong relationships with existing LEA's.
- Network with LEA Superintendents of Schools throughout the state.
- Attend District administrative meetings as requested by the District and stay in direct contact with the District regarding changes, progress, etc.
- Provide monthly progress reports to districts.
- Attend board meetings of districts, as needed.
- Promote positive public relations of charter schools and schools within the organization via social media platforms and in the community; interact effectively with media.

Financial Oversight – working with back-office provider

- Oversee school finances to ensure financial stability; maintain up-to-date financial records.
- Attend meetings with the Chief Financial Officer of each District on fiscal oversight issues as requested by the District.
- Direct the preparation of the annual budget of the schools, presenting it to the Board along with facts and pertinent information relative to its adoption; make recommendations regarding the same and direct the administration of the budget after its adoption.
- Provide all necessary financial reports as required for proper attendance reporting.
- With Board direction, follow Board-approved procedures for purchasing materials; provide explanation to the Board of departure from established procedures.
- Oversee reimbursements and expenses.
- Oversee the processing and submission of required state and federal reports. Direct the maintenance of all records that are required by law and board policies.

Provider/Systems Liaison

- Provide support with the marketing to recruit new families and students.
- Organize efforts for RFPs to various providers.
- Serve as liaison between the schools and school providers on all educational matters to ensure providers are adhering to contracts and quality of services.
- Collaborate with the schools' legal counsel on contracts with contractors/providers.

Legal Compliance

- Ensure compliance with all applicable state and federal laws.
- Oversee state and federal assessment requirements.
- Oversee the development of SARC, LCAP, and WASC documents.
- Present independent fiscal audit to the Board of Directors, and subsequently present audit to the District Board of Education and the County Superintendent of Schools, the State Controller and the California Department of Education.

- Prepare/coordinate the agenda for all board meetings, all records and correspondence of the Board, and assure legal requirements are met in scheduling and conducting board meetings.
- Oversee the processing and submission of required State and federal reports. Direct the maintenance of all records that are required by law and board policies.
- Oversee and assist in securing local grants.

Faculty Oversight

- Support leadership in the supervision and evaluation of non-teaching personnel (counselors, assessment coordinator, etc.).
- Encourage, create and support teacher professional development.
- Oversee non-teaching personnel development and progress of SMART goals.
- Direct the evaluation and make all recommendations for retention, discipline, or dismissal of employees, supported by accurate and adequate records.
- Interview and recommend employee hiring, promotion, discipline, and/or dismissal.
- Ensure that appropriate evaluation techniques are used for both students and staff.
- Support with the identification of the staffing needs of the schools based on the budget and ADA and direct the assignment/duties for instructional personnel.
- Monitor student completion rates; support leadership in analysis and development of action steps for improvement.
- Support and guide the preparation of reports showing objectives, plans, programs, and educational accomplishments.

Attendance Compliance

- Provide all necessary financial reports as required for proper attendance reporting.
- Ensures school leaders take responsible steps to maximize full and regular attendance of students in accordance with policies established by the Board of Directors.

Supervision and Oversight Responsibilities

Supervises, coordinates, and evaluates assigned staff. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

- Cabinet members
- School directors
- Director of Charter Operations
- Executive Assistant
- Other administrative staff as assigned

Other Duties

- Document and report to the school's management all formal disciplinary actions involving students and staff; addressing and resolving complaints from students, parents, and staff in a timely manner; ensuring compliance with the school's Uniform Complaint Policy; the school's

Uniform Technology Policy; and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).

- Perform other duties as assigned.

Language Skills

- Ability to read, write and interpret documents such as curriculum guides, test results, contracts, grant applications, statutes and policies.
- Ability to understand and generate written memorandums, employee evaluations and correspondence with business and public contacts.
- Ability to write routine reports and correspondence.
- Ability to speak effectively to individuals and groups.
- Ability to effectively present information and respond to questions from parents, staff, students and the general public.
- Ability to navigate the WASC accreditation and LCAP process to a successful conclusion.

Mathematical Skills

- Ability to calculate figures and amounts such as discounts, interest, proportions, percentages.
- Ability to apply concepts of basic algebra and geometry.
- Experience in working with and preparing budgets.
- The ability to read and interpret fiscal reports.

Reasoning Ability

- Analyze problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Use of Computer Technology

To perform this job successfully, an individual should have general knowledge of database software, how to use the Internet to find information and complete tasks, email usage, order processing systems, spreadsheet software, and word processing software.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information
- Dexterity of hands and fingers to demonstrate activities
- Operates a computer and other office productivity machinery
- Seeing to read a variety of materials and monitor students
- Bending at the waist, kneeling or crouching
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds with or without assistance

- Close vision and ability to adjust focus
- Driving a vehicle to participate in a variety of meetings.

Work Environment

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

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

Hazards

Contact with dissatisfied individuals.

Employee Acknowledgement

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Employee Signature

Printed Name

Date



THE COLLABORATIVE

Executive Assistant to the Chief Executive Officer

Job Description

Reports To:	Chief Executive Officer
FLSA Status:	Exempt
School Classification:	Classified on Cabinet
Pay Range:	\$73,414.87 - \$87,661.19
Location:	Onsite/Remote Office

Position Summary

The Executive Assistant provides high level, independent, administrative support to the Chief Executive Officer (CEO), Cabinet members, and the Board of Directors (Board) in the relief of complex administrative duties.

Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Five (5) years of increasingly responsible secretarial, office management, and administrative assistant experience performing a wide variety of complex duties.
- Graduation from high school supplemented by college coursework or training in English composition and grammar, supervision, office management, data processing, business or related field.
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

General skills

- Team player
- Love of learning – a lifelong learner
- Flexible and adaptable
- Open to differing views and objectives
- Conflict resolution skills

- Uphold The Collaborative's vision and mission by acting with integrity

Essential Duties and Responsibilities

1. Provide administrative assistant support to the CEO, Cabinet, and Board; manage the overall operation of the office of the CEO; direct workflow and delegate duties as appropriate.
2. On behalf of the CEO, provide assistance to the Board as directed, including composition, editing, maintenance and research of board policies; coordinate board member requests and activities such as conference travel and program visitations; apprise board members concerning individual program and organization events.
3. Assure the accurate preparation and distribution of five (5) board agendas and back-up materials; prepare special and periodic reports involving the compiling of materials and data.
4. Process and respond to routine administrative matters, requests, complaints and questions from board members, staff and/or the public; represent the CEO in person, by phone, or written communication when duly authorized.
5. Compose correspondence independently on a variety of matters including those of a confidential nature; compile and type various documents or other materials as directed; prepare, format, edit, proofread and revise written materials.
6. Screen and route telephone calls; greet and assist visitors; refer callers or visitors to appropriate staff members.
7. Maintain and coordinate the calendars for the leadership team; coordinate and arrange special events, public relations, and related activities; reserve facilities and schedule various appointments and meetings.
8. Perform budget related duties such as monitoring assigned budget and preparing requests for budget transfer, processing reimbursement claims, registering for conferences, and making travel and hotel arrangements; prepare and assure proper completion of forms and maintenance of documentation.
9. Oversee and transact debit card purchases, ensure approvals and maintain backup documentation in accordance with established procedures.
10. Sort and route incoming correspondence; review and determine priority of incoming mail; compose replies independently or from oral direction; prepare materials for distribution.
11. Attend a variety of meetings and compile related notices, reports and agendas; record and transcribe minutes; update records and related documents in response to Board resolutions concerning organizational policies, procedures and administrative regulations; distribute minutes, updated records, documents and reports to administrative staff.
12. Research and compile a variety of information; compute statistical information for various federal, state, and local reports; process and evaluate a variety of forms and applications related to assigned functions; duplicate materials as necessary.
13. Input a wide variety of data into assigned computer systems; maintain and back up electronic files and records; assure timely distribution and receipt of a variety of records and reports; assure accuracy of input and output data.
14. Prepare and maintain a variety of complex lists and records related to student information, personnel, financial activities and assigned duties, including those of a confidential nature;

establish and maintain filing and document retention systems.

15. Operate and maintain a variety of office equipment including a calculator, copier, fax machine, computer and assigned software; arrange for equipment installation and repairs as needed.
16. Communicate with other departments, administrators, and outside agencies to coordinate activities, exchange information, and resolve issues or concerns.
17. Maintain professional competence through professional development via numerous educational activities; attend and participate in a variety of assigned meetings, conferences, trainings and/or special events.
18. Perform special projects and prepare various forms and reports on behalf of the leadership team.

Other Duties

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours.
- Perform other related duties as assigned.

Knowledge and Abilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Knowledge of

- District policies, laws, rules, and regulations related to functions of the CEO's office.
- Function of The Collaborative's departments and programs.
- Principles and practices of training and providing work direction to others.
- Modern office practices, procedures, and equipment.
- Letter and report preparation procedures.
- Word processing, publishing, spreadsheet, and presentation software programs.
- Organization and data collection processes.
- Record-keeping techniques.

Ability to

- Perform mathematical computation with accuracy and attention to detail.
- Conduct needs assessment and develop project plans.
- Communicate effectively in a timely manner, both orally and in writing.
- Foster teamwork in a collaborative work environment.

- Use technology in an effective manner for communicating, analyzing, and reporting.
- Maintain professional, cordial relationships with students, parents, and staff.
- Use professional judgment in making reasonable decisions or recommendations in conjunction with other staff members and/or administrative leadership.
- Solve problems and take responsibility for a variety of situations in a reasonable manner where only limited standardization exists.
- Read, interpret, apply, and explain a variety of instructions furnished in written, oral, diagram, or schedule form.
- Meet schedules and timelines; plan and organize work.
- Work independently with little direction and provide work direction to other clerical staff.
- Communicate in a respectful, professional, and courteous manner.
- Organize people and processes.
- Maintain confidentiality.
- Adhere to directives and uphold the Collaborative's policies and practices.

Use of Computer Technology

To perform this job successfully, an individual must be proficient utilizing assigned software, Microsoft Office applications, and a variety of web-based applications; have the ability to utilize the Internet to conduct research and participate in virtual meetings; and respond to a high volume of emails in a timely manner.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information
- Dexterity of hands and fingers to type, file, and demonstrate activities
- Operate a computer and other office productivity machinery
- Seeing to read a variety of materials and view computer monitor for extended periods of time
- Close vision and ability to adjust focus
- Bending at the waist, kneeling, or crouching
- Sitting or standing for extended periods of time
- Lifting objects up to 25 pounds with or without assistance
- Driving a vehicle to participate in meetings

Work Environment

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

- Noise level is generally moderate
- Meetings conducted in an office setting
- Indoor varying in temperature
- Employee must have available transportation and when required, be able to drive up to 100 miles in a day

Hazards

- Contact with dissatisfied individuals.

Employee Acknowledgement

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Employee Signature

Printed Name

Date

**RESOLUTION OF THE BOARD OF DIRECTORS OF
EXCEL ACADEMY CHARTER SCHOOLS APPROVING
CHIEF EXECUTIVE OFFICER COMPENSATION**

WHEREAS, Excel Academy Charter Schools, a nonprofit public benefit corporation (“School”) which operates a charter school(s) under the direction and oversight of its Board of Directors (“Board”);

WHEREAS, pursuant to the Nonprofit Integrity Act of 2004, and specifically California Government Code section 12586(g), the Board must review and approve the compensation, including benefits, of the School’s Chief Executive Officer (“CEO”) to assure that it is just and reasonable;

WHEREAS, in order to attract and retain the most qualified candidates for the CEO position, it is essential that the School offer compensation that is competitive;

WHEREAS, the Board proposes to obtain the services of the CEO under the terms and conditions identified in the Employee Lease Agreement and job description; and

WHEREAS, the Board has considered the following factors in order to determine that the CEO’s proposed compensation and benefits as set forth herein are just and reasonable: the proposed compensation, including benefits, is competitive with market rate compensation for similarly situated executives at similarly situated schools as reflected in publically available data; and the proposed compensation is reasonable given the CEO’s job duties, expectations and responsibilities.

NOW, THEREFORE, in light of the foregoing findings and determinations, the Board of Directors finds, resolves and determines the following:

Section 1. The Board has independently reviewed the CEO’s compensation, including benefits, as set forth in the attachments hereto and has determined that they are just and reasonable.

Section 2. The CEO’s compensation, including benefits, as set forth in the attachments hereto, are hereby adopted and approved.

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Location (District)	County	Enrollment	Job Title	Most Recent Salary (Transparent CA)
Newark Unified	Alameda	5,669.00	Superintendent	\$ 236,833.08
Acalanes Union High	Contra Costa	5,635.00	Superintendent	\$ 251,983.62
Selma Unified	Fresno	6,258.00	Superintendent	\$ 167,199.96
El Centro Elementary	Imperial	5,618.00	Superintendent	\$ 91,860.85
Rosedale Union Elementary	Kern	5,923.00	Superintendent	\$ 185,017.32
Hanford Elementary	Kings	5,928.00	Superintendent	\$ 189,064.00
Lakeside Union Elementary	Kings	5,733.00	Superintendent	\$ 204,809.00
Keppel Elementary Union	Los Angeles	2,820.00	Superintendent	\$ 162,000.00
Whittier City Elementary	Los Angeles	6,022.00	Superintendent	\$ 169,976.55
Acton-Agua Dulce Unified	Los Angeles	11,500.00	Superintendent	\$ 192,677.10
Newhall	Los Angeles	6,267.00	Superintendent	\$ 199,823.00
Lawndale Elementary	Los Angeles	5,689.00	Superintendent	\$ 216,980.00
Temple City Unified	Los Angeles	5,617.00	Superintendent	\$ 222,500.00
San Gabriel Unified	Los Angeles	5,574.00	Superintendent	\$ 265,681.74
Fountain Valley Elementary	Orange	6,320.00	Superintendent	\$ 238,829.00
Brea-Olinda Unified	Orange	6,085.00	Superintendent	\$ 240,540.00
Magnolia Elementary	Orange	5,678.00	Superintendent	\$ 245,440.00
Perris Elementary	Riverside	5,606.00	Superintendent	\$ 218,367.00
Hollister	San Benito	6,154.00	Superintendent	\$ 194,729.00
Barstow Unified	San Bernardino	6,435.00	Superintendent	\$ 158,264.00
Helendale Elementary	San Bernardino	5,810.00	Superintendent	\$ 189,793.00
Alta Loma Elementary	San Bernardino	6,059.00	Superintendent	\$ 215,667.00
Warner Unified	San Diego	2,195.00	Superintendent	\$ 131,556.43
Mountain Empire Unified	San Diego	4,048.00	Superintendent	\$ 169,026.00
High Tech High	San Diego	3,704.00	Chief Executive Officer	\$ 358,759.00
Lammersville Joint Unified	San Joaquin	5,919.00	Superintendent	\$ 202,282.12
Union Elementary	Santa Clara	5,860.00	Superintendent	\$ 263,004.60
Sunnyvale	Santa Clara	6,426.00	Superintendent	\$ 311,129.64
Shasta Union High	Shasta	5,578.00	Superintendent	\$ 200,598.03
Guerneville Elementary	Sonoma	458.00	Superintendent	\$ 149,064.55
Cotati-Rohnert Park Unified	Sonoma	6,081.00	Superintendent	\$ 170,532.12
Patterson Joint Unified	Stanislaus	6,179.00	Superintendent	\$ 198,955.59
Moorpark Unified	Ventura	6,190.00	Superintendent	\$ 198,407.04
Median		5,860.00	-	\$ 199,823.00

Collaborative		6,668.00	Chief Executive Officer	\$ 248,626.28
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12.12%

EXCEL ACADEMY CHARTER SCHOOLS

Agenda Item: 13.1

Date: August 13, 2020

	Correspondence/Proposals/Reports
	Consent Agenda
	Business/Financial Services
	Education/Student Services
	Personnel Services
	Curriculum
X	Policy Development

Item Requires Board Action: X

Item is for Information Only: _____

Item: Approval of new board policies for the 2020-2021 school year.

Background:

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

NEW

The following policies are submitted for the Board's consideration as new policies. Staff received guidance from legal counsel in the development of the proposed policies.

1000 Series - Community Relations

1030 COVID-19 Safe Reopening and Operation of Schools Policy

- provides direction to staff, students, and the community in matters of compliance to federal, state and local health and safety restrictions response to COVID-19

3000 Series - Business/Non-Instructional

3010 Fiscal Control Policy

- provides direction to staff in matters related to purchasing, accounts payable, accounts receivables, expenses, finances and asset management.

4000 Series - Personnel Services

4165 Employee Driving Policy

- identifies the minimum requirements that employees who drive must have:
 - driver's license and insurance coverage
 - participation in the DMV Employer Pull Notice Program
- identifies circumstances for revocation of driving privileges

It is recommended the Board approve the new board policies for the 2020-2021 school year.

Fiscal Impact: None.

EXCEL ACADEMY CHARTER SCHOOLS

Fiscal Control Policy



Excel Academy Charter Schools

1 Technology Dr, Bldg. I, Suite 811

Irvine, CA 92618

<https://www.excelacademy.education/>

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OVERVIEW

The Board of Directors of Excel Academy (“School”) has reviewed and adopted the following procedures to ensure the most effective use of the School’s funds to support the mission of the School and to ensure that the funds are budgeted, accounted for, expended, and maintained appropriately.

1. The Board of Directors formulates financial policies and procedures, delegates administration of the policies and procedures to the Chief Executive Officer (CEO) and Executive Director, and reviews operations and activities on a regular basis.
2. The Executive Director has responsibility for all operations and activities related to financial management with oversight by the CEO.
3. Financial duties and responsibilities shall be separated so that no one employee has sole control over cash receipts, disbursements, and reconciliation of bank accounts.
4. The Board of Directors shall commission an annual financial audit by an independent third-party auditor who will report directly to it. The Board of Directors shall approve the final audit report, and a copy will be provided to the chartering authorities and other legally required entities. Any audit exceptions and/or deficiencies shall be resolved to the satisfaction of the Board of Directors and the chartering authorities.
- 5.

Annual Financial Audit

1. By January 1, annually, the Board of Directors shall appoint an audit committee to select an auditor.
2. Every six years, the committee shall solicit and review bids and select an independent certified public accountant to perform an annual fiscal audit pursuant to the provisions in the School’s charter. A waiver of this process may be requested of the Board of Directors.
3. The audit shall include, but not be limited to:
 - a. An audit of the accuracy of the financial statements
 - b. An audit of the attendance accounting and revenue accuracy practices
 - c. An audit of the internal control practices
4. The School will review any audit exceptions or deficiencies and determine the means for resolving any such exceptions or deficiencies. Audit exceptions must be resolved to the satisfaction of the school district Governing Board and in accordance with the procedures detailed in the Charter and Education Code Section 47605(b)(5)(1).
5. The School shall complete its audit within ninety (90) days of the close of the fiscal year. A copy of the audit report shall be submitted to the District within thirty (30) days of completion, and no later than December 15 of the fiscal year following the fiscal year for which the audit was performed, a copy of the School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the District, State Controller, California Department of Education and County Superintendent of Schools

Purchasing

1. The Executive Director or designee must approve all purchases. The Executive Director or designee may authorize expenditures up to \$5,000. For Special Education purchases related to a student's Individual Education Plan (IEP), the Executive Director may authorize purchases that exceed \$5,000 with ratification by the Board of Directors. The Board of Directors must pre-approve contracts over \$5,000, except as related to materials or services outlined in a student's IEP.
2. The Board of Directors must approve any expenditures, that would result in a budget line item variance of \$10,000, whichever is higher.
3. For materials or services outlined in a student's IEP, the Executive Director or designee may authorize materials and/or service expenditures recommended by the IEP team without limit. The Executive Director or designee will confirm the need for the purchase. These expenditures will be ratified by the Board of Directors at the subsequent board meeting.
4. When approving purchases, the Executive Director or designee shall:
 - a. Determine if the expenditure is budgeted
 - b. Determine if funds are currently available for expenditures (i.e. cash flow)
 - c. Determine if the expenditure is allowable under the appropriate revenue source
 - d. Determine if the price is competitive and prudent for all purchases. The determination must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services for purchases over \$5,000.
5. All purchases will be made through the online purchasing system for the purposes of tracking and documentation.
6. Using personal funds to make purchases on behalf of the School shall be avoided. Employees who use personal funds to make unauthorized purchases shall not be reimbursed. Authorized purchases shall be promptly reimbursed upon submission of the receipts and approval of the supervisor through the approved online system or by use of an expense reimbursement form.

Contracts for Service

1. Consideration shall be taken of in-house capability and capacity to accomplish services before contracting for them for purchase orders (PO's) over \$5,000.
2. Written contracts clearly describing the scope of work to be performed shall be maintained for contract service providers that pass the greater than \$5,000 threshold (e.g. consultants, independent contractors, subcontractors).
 - a. Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability and worker's compensation insurance currently in effect. Contract service providers will list the School as an additional insured.
 - b. Contract service providers who engage students will be required to submit to fingerprinting requirements via LiveScan in order to comply with Education Code Section 45125.1

- c. Contract service providers who have frequent or prolonged contact with students will be assessed and examined (if necessary) for tuberculosis prior to working with students.
3. Contracts that must be signed outside of the schools online purchase order system must be approved and signed by the Executive Director.
4. Contract service providers shall be paid in accordance with approved contracts after work is performed unless otherwise agreed upon in the contract.
5. The Board of Directors must approve all contracts over \$5,000.

ACCOUNTS PAYABLE

Bank Check Authorization

1. All original invoices will immediately be forwarded to the Student Services Coordinator (SSC) for processing. The SSC will carefully review each invoice, attach all supporting documentation, and verify that the specified services and/or goods were received and match the PO in the online purchase order system. When receiving tangible goods from a vendor, the person designated to receive deliveries shall trace the merchandise to the packing list and note any items that were not in the shipment. The SSC will adjust the invoice for any missing items not received before processing for payment.
2. Once matched to the online purchase order system PO, the SSC will stamp a check authorization on the invoice and complete the required information, including noting the specific budget line item that is to be charged for the specified expenditures and SACS coding as applicable. All invoices and supporting documentation shall be sent to the back office provider vendor on at least a weekly basis. The back office provider shall process the invoices for payment only upon receiving sufficient supporting documentation.
3. The Executive Director may authorize the designated back office vendor to pay recurring expenses (e.g. utilities) without a PO on the invoice when dollar amounts fall within a predetermined range. A list of the vendors and the dollar range for each vendor must be provided to the designated back office vendor in writing and updated on an annual basis.

Bank Checks

1. The CEO will be authorized to open and close bank accounts, following a Board resolution directing the same. Two overseeing board members may sign bank checks.
2. The CEO will be authorized to grant a designated back office provider to process payments on behalf of the school and only after school personnel provide an authorized PO with matching invoice. The back office provider will ensure that payments are drawn on the appropriate bank fund account.
3. The Executive Director will be responsible for all blank checks and will keep them under lock and key.
4. When there is a need to generate a bank check, the Executive Director or designee will send appropriate approved documentation to the back office provider.

5. Once approved by the Executive Director, the back office provider prepares the check based on the check authorization prior to obtaining the appropriate signature(s).
6. Checks may not be written to cash, bearer, or petty cash. Under no circumstance will any individual sign a blank check.
7. The back office provider will record the check transaction(s) into the appropriate checkbook and in the general ledger.
8. The back office provider will distribute the checks and vouchers as follows:
 - a. Original – mailed or delivered to payee
 - b. Duplicate or voucher – attached to the invoice and filed by account number
 - c. Canceled Checks – filed numerically with bank statements

Bank Reconciliation

1. The Executive Director or designee will examine all paid checks for date, name, cancellation, and endorsement and report any discrepancies to the SSC. Any discrepancies regarding the paid checks or any undeposited checks over 60 days will be researched and if applicable deleted from the accounting system.
2. The SSC will prepare the bank reconciliation, verifying the bank statements and facilitating any necessary reconciliation.
3. The SSC will compare the reconciled bank balance to the cash in the bank account and to the general ledger, immediately reporting any material discrepancies to the Executive Director or designee.
4. The SSC will prepare a monthly summary report to be approved by the Executive Director and ratified by the Board of Directors.

ACCOUNTS RECEIVABLE

Cash

The School will not accept cash for any reason. All forms of payment or reimbursement must be provided to the school in the form of a check, cashier's check, or through electronic payment and made payable to the School.

Check Receipts

1. Refunds from vendors will follow School's refund check deposit procedures.
2. The School will not do transactions in cash.
3. Check receipts will be immediately endorsed by the SSC with the School's deposit stamp and will be endorsed as follows: "Excel Academy Charter Schools; For Deposit Only; bank account number."

4. The SSC will identify the source of the check and reason, and will log checks received into the Bank Deposit Reconciliation form.
5. The Bank Deposit Reconciliation form will be completed by the SSC and submitted to management for approval to deposit. The form and documentation for all receipts (copy of check(s), etc.) will be uploaded to the online secure file system for recording by the back office provider.
6. Deposits will be made within five days of receipt of the check(s).
7. The duplicate deposit slip and deposit receipt will be attached to the deposit documentation and forwarded to the designated staff to be filed and recorded monthly.

Returned Check Policy

1. A returned-check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre-approved by the Executive Director, payment of the NSF check and processing fee must be made by money order or certified check.
2. In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check-writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check.
3. In the case of NSF checks written by parents of students, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the Executive Director and/or Board of Directors.
4. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Executive Director and/or Board of Directors.

EXPENSES

Expense Reimbursement

1. Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Employees receiving a stipend for supplies are expected not to exceed the stipend amount. Pre-approval by a supervisor is required in the event the employee will incur out of pocket expenses that exceeds the amount of the stipend.
2. Expense reimbursement requests must be submitted within thirty (30) days of the date of the expense.
3. The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. Employees must include verification of miles driven either using a platform adopted by the School, or by attaching a Mapquest/Google map or the like, with the request for reimbursement.

Travel

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

Board Member Expenses

1. The individual incurring authorized expenses while carrying out the duties of the school will complete and sign an expense report.
2. The expense reimbursement request must be submitted within thirty (30) days of the date of the expense.
3. The Executive Director will approve and sign the expense report, and submit it for reimbursement.

FINANCE

Financial Reporting

1. The Executive Director or designee in coordination with the back office provider, shall prepare the annual financial budget for approval by the Board of Directors including revenue calculators and assumptions at the time of budget adoption
2. The back office provider shall submit a monthly balance sheet and monthly revenue and expense summaries to the Executive Director including a review of the discretionary accounts and any line items that result in a budget variance of \$10,000, or 3% whichever is higher. The report will be reviewed at the next regular board meeting and action will be taken to approve variances and/or adjust the budget as needed.
3. The back office provider will provide the Executive Director and/or Board of Directors with additional financial reports, as needed or requested in addition to the reports as specified in Education Code section 47604.33, namely:

- a. On or before June 20, a preliminary budget;
 - b. On or before December 15, a first interim financial report, reflecting changes through October 31;
 - c. On or before March 15, a second interim financial report, reflecting changes through January 31;
 - d. On or before September 15, a final unaudited report for the full prior fiscal year
1. Reports will be provided to authorizing school districts and county offices of education within their prescribed budget timelines.

Retention of Records

1. Public Records Act. The School agrees that all of its records that relate in any way to the operation of the School shall be treated as public records subject to the requirements of the California Public Records Act (Cal. Gov. Code, § 6250 *et seq.*) as well as Education Code section 47604.3
2. Financial records, including transaction ledgers, attendance and entitlement records, and payroll records will be retained for a minimum of seven (7) years. At the discretion of the Board of Directors or Executive Director, certain documentation may be maintained for a longer period of time.
3. Financial records shall be shredded and securely recycled at the end of their retention period.
4. Appropriate back-up copies of electronic and paper documentation, including financial and attendance accounting data, shall be regularly prepared and stored in a secure off-site location, separate from the School.

ASSETS

Asset Inventory

1. An asset is defined as all items, purchased with a value of \$1,000 or more and with a useful life of more than one year.
2. The School shall maintain an inventory or log of all assets. The log will include the original purchase price and date, a brief description, serial numbers(s), and any other pertinent information appropriate for documenting assets.
3. The School shall take a physical inventory of all assets before the end of each fiscal year, indicating the condition and location of the asset.
4. The Executive Director and CEO shall immediately be notified of all cases of theft, loss, damage or destruction of assets.
5. The Executive Director shall prepare and submit to the Board of Directors written notification of plans for disposing of assets with a clear and complete description of the asset and the date of disposal.



Special Education Lead Case Manager Job Description (Pending Board Approval)

Reports To:	Assistant Director of Special Education
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	\$500 per month Stipend
Work Schedule:	205
Location:	Onsite and Remote Office

Job Summary: The Special Education Lead Case Manager (LCM) is the department liaison, answering questions and providing guidance and support to members of their assigned team. The Special Education team is made up of no more than twelve Case Managers (CMs). The LCM facilitates monthly in-person meetings for their team focused on sharing updates from the administration, providing training in essential duties, and creating a positive environment to share and receive feedback with other team members.

The LCM will collaborate with the Special Education Director, Program Specialist, Special Education Coordinator, and Intake Manager on monthly agendas, coordinate the monthly meetings, and support positive CM/Parent relations. LCM will provide in-person and virtual help to CMs that struggle with mastering essential job duties or functions, as needed. They will also follow-up on and either resolve or escalate any parent complaints regarding an assigned CM. The LCM will maintain thorough documentation on job performance for each of the CMs to assist the Administration in CM evaluations.

Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Employer Requirements:

- Three years successful experience as a teacher in a special education setting desired
- Two years successful experience as a case manager desired
- Successful experience in education, special education, or related field
- Experience case managing in the independent study format

State Requirements:

- A valid, current, and appropriate California state Clear Education Specialist Credential (Mild/ Mod and/or Mod/Severe). A copy of Teaching Credential to be provided and kept current. Failure to renew teaching credential may result in termination of the at-will agreement.
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.

- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

ESSENTIAL DUTIES and RESPONSIBILITIES

1. Disseminate information from Sped Admin to Case Managers.
2. Serves as the Special Education Administrator/Local Education Agency (LEA) Designee on assigned IEP meetings.
3. Support planning and coordination of inservice work days for Case Manager team.
4. Organizes and oversees CM adjunct duties.
5. Assist with a high volume of interims with Intake & Assessment Lead as needed.
6. Understand caseload rosters and assignments, defer to administration for direction.
7. Support CMs in development, writing and management of IEPs.
8. Provide ongoing consultation and guidance on the use of new and innovative methods, strategies, and materials relevant to best practices in the field of special education instruction.
9. Works to maintain open lines of communication between the CM team and the Special Education Administrative team.
10. Provides temporary Specialized Academic Instruction when assigned by Administration
11. Support the development and delivery of parent training.
12. Attend relevant staff training, department and teacher meetings, professional development, committees, and conferences as assigned.

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 2 business days.
- Represent the school at community events.
- Supports testing sites as needed during the testing season
- Attend professional development

Abilities:

- Complies with all Excel Academy Policies and Procedures as outlined in Employee Handbook and all other formal Excel Academy Policy and Procedure documents.
- Travel as required
- Ability to work overtime as assigned if applicable
- Proficient in utilizing information databases such as Google, Microsoft Office applications and a variety of web-based applications.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Employee Signature

Printed Name

Date

UNIFORM COMPLAINT POLICY

It is the policy of Excel Academy Charter Schools (“EACS” or “School”) to comply with applicable federal and state laws and regulations. The School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate. This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity (including traits historically associated with race, including, but not limited to, hair texture and protected hairstyles such as braids, locks, and twists), religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person’s association with a person or group with one or more of these actual or perceived characteristics in any School program or activity.
2. Complaints alleging a violation of state or federal law or regulations governing the following programs:
 - a. Accommodations for Pregnant, Parenting or Lactating Students;
 - b. Adult Education;
 - c. Career Technical and Technical Education;
 - d. Career Technical and Technical Training;
 - e. Child Care and Development Programs;
 - f. Consolidated Categorical Aid;
 - g. Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
 - h. Every Student Succeeds Act;
 - i. Migrant Education Programs;
 - j. Regional Occupational Centers and Programs; and/or
 - k. School Safety Plans.
3. Complaints alleging that a pupil enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
 - a. “Educational activity” means an activity offered by a school, school district, charter school or county office of education that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.
 - b. “Pupil fee” means a fee, deposit or other charge imposed on pupils, or a pupil’s parents or guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free

UNIFORM COMPLAINT POLICY

of charge to all pupils without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:

- i. A fee charged to a pupil as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
 - ii. A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
 - iii. A purchase that a pupil is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
 - c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
 - d. If the School finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, the School shall provide a remedy to all affected pupils, parents, and guardians that, where applicable, includes reasonable efforts by the School to ensure full reimbursement to all affected pupils, parents, and guardians, subject to procedures established through regulations adopted by the state board.
 - e. Nothing in this policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or the School and other entities from providing pupils prizes or other recognition for voluntarily participating in fundraising activities.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF"), LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If the School adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations

UNIFORM COMPLAINT POLICY

("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

The School acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) the confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. The School cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, the School will attempt to do so as appropriate. The School may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Director of Human Resources or designee on a case-by-case basis. The School shall ensure that complainants are protected from retaliation.

Compliance Officer(s)

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure the School's compliance with law:

Corrie Amador
Director of Human Resources
100 E. San Marcos Blvd. Suite 350
San Marcos, CA 92069

The Director of Human Resources, or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Director of Human Resources, or designee.

Should a complaint be filed against the Director of Human Resources, the compliance officer for that case shall be the President of the School Board of Directors.

Notifications

The Director of Human Resources or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on the School's website.

UNIFORM COMPLAINT POLICY

The School shall annually provide written notification of the School's UCP to employees, students, parents and/or guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the pupils enrolled in the School speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

- (a) A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
- (b) A statement clearly identifying any California State preschool programs that the School is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that the School is operating pursuant to Title 22 licensing requirements.
- (c) A statement that the School is primarily responsible for compliance with federal and state laws and regulations.
- (d) A statement that a pupil enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
- (e) A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
- (f) A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
- (g) A statement that the complainant has a right to appeal the School's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of the School's decision, except if the School has used its UCP to address a complaint that is not subject to the UCP requirements.
- (h) A statement that a complainant who appeals the School's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
- (i) A statement that if the School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.
- (j) A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code § 262.3.

UNIFORM COMPLAINT POLICY

(k) A statement that copies of the School's UCP shall be available free of charge.

Procedures

The following procedures shall be used to address all complaints which allege that the School has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

Step 1: Filing of Complaint

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Director of Human Resources or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Director of Human Resources or designee shall be made in writing. The period for filing may be extended by the Director of Human Resources or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Human Resources Manager shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the School Board of Directors approved the LCAP or the annual update was adopted by the School.

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil

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fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, the School staff shall assist the complainant in the filing of the complaint.

Step 2: Mediation

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend the School's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

Step 3: Investigation of Complaint

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

The School's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

Step 4: Final Written Decision

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The School shall issue an investigation report (the “Decision”) based on the evidence. The School’s Decision shall be in writing and sent to the complainant within sixty (60) calendar days of the School’s receipt unless the timeframe is extended with the written agreement of the complainant. The School’s Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether the School is in compliance with the relevant law.
3. Corrective actions, if the School finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant’s right to appeal the School’s Decision within thirty (30) calendar days to the CDE, except when the School has used its UCP to address complaints that are not subject to the UCP requirements..
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of the School’s expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the School’s Decision. The appeal shall be accompanied by a copy of the complaint filed with the School and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. The School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the School’s Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the School’s Decision are not supported by substantial evidence.
4. The legal conclusion in the School’s Decision is inconsistent with the law.

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5. In a case in which the School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the School's Decision, the Director of Human Resources or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of the School's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to the School for resolution as a new complaint. If the CDE notifies the School that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, the School will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by the School when one of the conditions listed in Title 5, California Code of Regulations, Section 4650 exists, including but

UNIFORM COMPLAINT POLICY

not limited to cases in which through no fault of the complainant, the School has not taken action within sixty (60) calendar days of the date the complaint was filed with the School.

Civil Law Remedies

A complainant may pursue available civil law remedies outside of the School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the School has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint..

UNIFORM COMPLAINT POLICY

UNIFORM COMPLAINT PROCEDURE FORM

Last Name: _____ First Name/MI: _____

Student Name (if applicable): _____ Grade: _____ Date of Birth: _____

Street Address/Apt. #: _____

City: _____ State: _____ Zip Code: _____

Home Phone: _____ Cell Phone: _____ Work Phone: _____

School/Office of alleged violation: _____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:☐ Adult Education☐ Career Technical and Technical Education/Career Technical and Technical Training☐ Child Care and Development☐ Consolidated Categorical Aid Programs☐ Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families☐ Every Student Succeeds Act☐ Local Control Funding Formula/ Local Control and Accountability Plan☐ Migrant Education Programs☐ Regional Occupational Centers and Programs☐ School Plans for School Achievement☐ School Safety Plan☐ Pupil Fees☐ Pregnant, Parenting or Lactating Students**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**☐ Age☐ Ancestry☐ Color☐ Disability (Mental or Physical)☐ Ethnic Group Identification☐ Medical Condition☐ Immigration Status/Citizenship☐ Gender / Gender Expression / Gender Identity☐ Genetic Information☐ Nationality/ National Origin☐ Race or Ethnicity☐ Religion☐ Sex (Actual or Perceived)☐ Sexual Orientation (Actual or Perceived)☐ Based on association with a person or group with one or more of these actual or perceived characteristics☐ Marital Status

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1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

2. Have you discussed your complaint or brought your complaint to any School personnel? If you have, to whom did you take the complaint, and what was the result?

UNIFORM COMPLAINT POLICY

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.

☐ Yes

☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:

Corrie Amador
Director of Human Resources
100 E. San Marcos Blvd. Suite 350
San Marcos, CA 92069

SAFE REOPENING AND OPERATION OF SCHOOLS

The health and safety of all students, teachers, staff, and the school community are of primary importance. The Board of Directors of Excel Academy Charter Schools has broad authority to take all measures necessary to ensure the safe operation of schools, including, but not limited to, implementing safety measures, distance learning, and eliminating technological disparities.

Excel Academy Charter Schools (“EACS”) recognizes that the safe reopening and operation of schools must take into consideration health and safety measures provided by national, state, and local health officials, and will be largely dependent on local public health conditions.

For schools to safely reopen and allow students, teachers, and staff to reconvene in-person services, protective measures must be taken and all staff and offices shall be required to follow recommended sanitation protocols in accordance with published guidelines and practice physical distancing. Schools shall take measures to limit in-person access and detect sources of COVID-19 or other infectious diseases.

The use of face coverings is strongly encouraged for students in grades kindergarten through 2, and required for students in grades 3 through 12. Continuing use of face coverings shall be consistent with the California Department of Public Health (CDPH), and other local and state school reopening guidelines. Students who do not have personal face coverings shall be provided with face coverings by the school at no cost. Guidelines shall be developed for the use of face coverings by all students including those with special needs and have identified medical concerns. Measures shall be taken to avoid and mitigate any unintended consequences of implementing any safety precautions.

Staff shall be required to wear face coverings when engaging with students, staff, or community members for their own protection, and to protect the health and safety of students and other staff members. Personal protective equipment (PPE) shall be required for specific job functions and distributed to staff in accordance with board policies, and laws.

Students and staff who exhibit signs or symptoms of COVID-19 shall self-quarantine for 14 days and are further prevented from participating in any in-person activity or meeting until it is medically safe for them to return. Students who are unable to meet with staff as a result of COVID-19 shall continue to receive instruction and support.

Decisions concerning school closure, whether full or partial, shall be made in consultation with local health officials and in accordance with state guidelines.

Annual notification shall be provided to parents advising them of health and safety requirements for students to return to in-person activities. Parents, teachers, and staff shall receive training and information on COVID-19 and preventative practices.

SAFE REOPENING AND OPERATION OF SCHOOLS

It is the policy of the Board of Directors of Excel Academy Charter Schools that all teachers and staff shall be responsible for ensuring adherence to the policies of the School for the safe reopening and operation consistent with all laws, regulations, and policies.

Website Resources:

California Department of Public Health: <https://covid19.ca.gov/pdf/guidance-schools.pdf>

California Department of Education: cde.ca.gov

California Department of Industrial Relations: dir.ca.gov

ACCEPTABLE USE OF TECHNOLOGY POLICY

Excel Academy Charter Schools (“EACS” or the “School”) recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting school operations; and improving access to and exchange of information. The School expects all employees to learn to use the available technological resources that will assist them in the performance of their job duties and will provide professional development as needed in the appropriate use of these resources.

The School permits employees to use its technology and communication systems, including email, phones, voicemail, digital school programs, and internet, subject to the following:

1. The technology and communication systems provided by the School are the property of the School. All electronic communications, including all emails, software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business. Employees have no reasonable expectation of privacy in their use of such technology and communications.
2. The School may periodically assign and/or change passwords and personal codes for voice mail, email and computer. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.
3. The School will allow some minimal personal use by employees if such use does not disrupt or interfere with the employee’s timely performance of job duties and is consistent with law and School policy. The following exceptions remain in place:
 - a. The School reserves the right to require authorization prior to the installation of software on a School computer and/or mobile devices.
 - b. 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.
 - c. 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.
4. School technology and communication systems are not to be used in any way that may be disruptive, offensive, harmful to morale, engages in copyright or trademark infringement, and otherwise violates the law or school policy. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.

Employees must not attempt to gain access to another employee’s or third parties’ personal files,

email, or voicemail without express permission given. As the technology and communication systems are the property of the School, it will retain a copy of all employee-used passwords. Employees may not use passwords or security measures unknown to the School. System security features, including passwords and delete functions, do not neutralize the School's ability to access any digital records at any time. Employees must be aware that the possibility of such access always exists. 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.

5. Employees who use their personal phones, voicemail, and text messages for School-related communications, may be subject to disclosure under the Public Records Act. It is recommended that school-related communications take place using school-issued communications and technology systems when possible. All school-related email communications must be sent using the employee's school email account.
6. Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.
7. Employees shall report any security problem or misuse of school technology to the CEO, school director, or designee.

Social Media

The school supports the use of social media and online platforms (including websites, blogs, and forums) by staff members to assist in their professional duties and to create an online presence that facilitates staff, parent/guardian, students, and community communication. All communications with students through social media, or other online platform, should be limited to matters directly related to the employee's professional duties. Staff must exercise good judgment and maintain professional standards and boundaries when interacting with students both on and off school property, including through digital communication. Use of social media for personal use during School time or on School equipment is prohibited.

Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies. Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO, school director, or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School. The use of the School logo(s) on a social media site or elsewhere must be pre-approved by the CEO, school director, or designee.

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. Inappropriate use of school technology may result in cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law.

Upon employment and whenever significant changes are made to the School's policy, employees shall be required to acknowledge that they have read and agree to the policy.

EMPLOYEE DRIVING POLICY

Excel Academy Charter Schools (“EACS” or the “School”) must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board recognizes that certain employees must drive as part of their regular job duties (e.g., teachers meeting with students). Therefore, EACS 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.

EACS complies with all laws related to employee driver programs as established by the Department of Motor Vehicles (DMV). 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. All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. This policy covers all school employees and violation of the School’s policy is grounds for discipline up to and including termination.

A. Driver’s License and Insurance Coverage

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

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

Property Damage - \$50,000 per occurrence

Medical Payments - \$5,000 per person

EMPLOYEE DRIVING POLICY**B. Participation in the DMV Employer Pull Notice Program**

The DMV's Employer Pull Notice Program (EPN) Program (CVC 1808.1) was originally established to provide employers and regulatory agencies with a means of promoting driver safety through the ongoing review of driver records. The State requires that employers enroll any driver employed for the operation of any vehicle, if the driver is required to have any of the following: • Class A license • Class B license • Class C license with Hazardous Materials Endorsement • Class C with Special Certificates, issued pursuant to CVC Section 12512, 12517, 12519, 12520, or 12523.5.

The EPN program allows the School to monitor driver records of employees that drive on the "Schools" behalf. An employee who drives a personal vehicle on school business only infrequently (i.e., no more than one to two days per month) will not be enrolled in the EPN program. This monitoring is in place in order to accomplish the following:

- i. Improve public safety.
 - ii. Determine if each driver has a valid driver's license.
 - iii. Reveal driving behavior.
 - iv. Help to minimize liability.
1. All Driving Employees will be enrolled in the EPN program administered by the California DMV. Under this program, the School will be able to review a Driving Employee's Motor Vehicle Record (MVR) periodically and upon notice of new violations. Every applicant for employment as a Driving Employee must provide a current original MVR as part of the employment application process. To be current, the MVR must have been issued within the preceding 30 days.
2. Upon receipt of the MVR, Human Resources will verify that the Driving Employee's driver's license has not been suspended or revoked, the employee's traffic violation point count, and whether the employee has been convicted of any form of driving under the influence (a DUI).
3. Under current DMV Regulations, a person will typically lose their driving privileges where a vehicle is used in the commission of a serious crime or bodily injury resulting from reckless driving. Also, under the DMV's violation point count system, a driver is deemed to be a "negligent operator" if they are assessed

EMPLOYEE DRIVING POLICY

four (4) or more points in a twelve (12) month period, six (6) or more points in a twenty-four (24) month period, or eight (8) or more points in a thirty-six (36) month period. As used in this Policy, the term “moving violation” means any violation for which the DMV assesses one (1) point, and the term “Major Violation” includes any violation which carries two (2) points. A “Major Violation” includes, but is not limited to, the following violations:

- a. Attempting to Evade a Police Officer
- b. Driving with a Revoked or Suspended License
- c. Hit and Run
- d. Speeding over one hundred (100) miles per hour
- e. Reckless Driving
- f. Driving Under the Influence of Drugs or Alcohol

Abstracts of convictions and at-fault accidents are maintained by the DMV as follows:

- a. 10 years: Any driving under the influence conviction, including reckless driving entered as a “no contest” plea to a DUI charge.
- b. 7 years: Any Major Violation.
- c. 3 years: An at-fault accident or any moving violation.

Responsibilities of Human Resources

When recruiting for employees who will be considered a designated Driving Employee who operates a personal vehicle and who will be required to participate in the EPN program, Human Resources will reference the DMV EPN program information in the job posting vacancy announcement. The posting notice shall advise applicants that a current driver’s license record will be required prior to a final job offer and that the position is subject to the requirements of the EPN program.

Staff will provide notice to designated employees of enrollment in the EPN program and monitoring of driving history. Such notice will be provided to newly hired employees and distributed in the Employee Handbook.

Employee Responsibility

EMPLOYEE DRIVING POLICY

Driving 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.

C. Revocation of Driving Privilege

1. The Human Resources Director or designee will periodically review the MVR of a Driving Employee. 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. If the MVR of a Driving Employee reveals any one or more of the following criteria, the Driving Employee shall not be allowed to drive on School business and must make alternative arrangements to perform any essential job functions requiring mobility.
 - a. One (1) or more Major Violations in the preceding twelve (12) months.
 - b. Any combination of moving violations, at-fault accidents or Major Violations which total four (4) points or more in the preceding twelve (12) months, six (6) or more points in the preceding twenty-four (24) months or eight (8) or more points in the preceding thirty-six (36) months.
3. Seatbelts are an essential element of our safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on CPCS business will equate to one (1) moving violation.

Acceptable alternatives to driving include use of public transportation, walking, and biking. With the advance approval of the Executive Director or designee, the employee may be reimbursed the miles traveled using the 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 for rental car, taxi, or rideshare expenses in the event that the employee's personal vehicle is unavailable.

**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING
POLICY**

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Excel Academy Charter Schools ("EACS" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

To the extent possible, the Charter School will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. The Charter School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so.

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY**Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator (“Coordinator”):**

Ms. Corrie Amador, Director of Human Resources
Title IX/Uniform Complaint Procedure Coordinator
(760) 494-9646; 207
camador@cccs.education
100 E. San Marcos Blvd., Suite 350
San Marcos, CA 92069

Definitions**Prohibited Unlawful Harassment**

1. Verbal conduct such as epithets, derogatory jokes or comments, or slurs.
2. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
3. Retaliation for reporting or threatening to report harassment.
4. Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

Title IX (20 U.S.C. § 1681 *et. seq.*; 34 C.F.R. § 106.1 *et. seq.*) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution’s admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by the Charter School.

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to and including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;

**TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING
POLICY**

2. submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
3. the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
4. submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

1. Physical assaults of a sexual nature, such as:
 - a. Rape, sexual battery, molestation or attempts to commit these assaults.
 - b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:
 - a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
 - b. Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
 - c. Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
3. Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
 - a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
 - b. Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.
 - c. Displaying signs or other materials purporting to segregate an individual by sex in an area of the educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

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Prohibited Bullying

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.

Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
4. Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Website including, but not limited to:
 - a. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
 - b. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above.

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- *“Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of “bullying,” above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of “cyber sexual bullying” including, but not limited to:
- a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of “bullying,” above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b. “Cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - c. Notwithstanding the definitions of “bullying” and “electronic act” above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Charter School’s education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Charter School investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

Charter School advises students:

- a. To never share passwords, personal data, or private photos online.

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- b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- c. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the public had access to it.
- d. To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and parents/guardians of its policies regarding the use of technology in and out of the classroom. The Charter School encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and parents/guardians of this policy and encourages parents/guardians to discuss this policy with their children to ensure their children understand and comply with this policy.

3. Professional Development

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Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- a. Physical cuts or injuries
- b. Lost or broken personal items
- c. Fear of going to school/practice/games
- d. Loss of interest in school, activities, or friends
- e. Trouble sleeping or eating
- f. Anxious/sick/nervous behavior or distracted appearance
- g. Self-destructiveness or displays of odd behavior
- h. Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- a. Students who are lesbian, gay, bisexual, transgender, or questioning youth (“LGBTQ”) and those youth perceived as LGBTQ; and
- b. Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for students.

Grievance Procedures**Scope of Grievance Procedures**

Charter School will comply with its Uniform Complaint Procedures (“UCP”) policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person’s association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;
- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and

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- c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this policy, to intervene when it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this policy.

Any student who believes they have been subject to misconduct prohibited by this policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the Coordinator:

Ms. Corrie Amador, Director of Human Resources
Title IX/Uniform Complaint Procedure Coordinator
(760) 494-9646; 207
camador@cccs.education
100 E. San Marcos Blvd., Suite 350
San Marcos, CA 92069

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this policy or other verbal, or physical abuses. Any student who feels they are a target of such behavior should immediately contact a teacher, counselor, the program director, Coordinator, a staff person or a

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family member so that the student can get assistance in resolving the issue in a manner that is consistent with this policy.

The Charter School acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or designee on a case-by-case basis.

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff and any individuals designated as a coordinator, investigator, or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class

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schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

Investigation and Response

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, parent/guardian, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator or administrative designee will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

1. Notice of the Allegations

- a. Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
- b. A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
- c. A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
- d. A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
- e. A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

2. Emergency Removal

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- a. Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
 - b. Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
 - c. This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
3. Informal Resolution
 - a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:
 - i. Provide the parties with advance written notice of:
 - The allegations;
 - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
 - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
 - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
 - ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.
 - a. Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
4. Investigation Process
 - a. The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
 - b. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in

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writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

- c. The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
- d. The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
- e. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
- f. Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- g. The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

5. Dismissal of a Formal Complaint of Sexual Harassment

- a. If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
- b. Charter School may dismiss a formal complaint of sexual harassment if:
 - i. The complainant provides a written withdrawal of the complaint to the Coordinator;
 - ii. The respondent is no longer employed or enrolled at Charter School; or
 - iii. The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
- c. If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

6. Determination of Responsibility

- a. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
- b. Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:

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- i. The allegations in the formal complaint of sexual harassment;
- ii. All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- iii. The findings of facts supporting the determination;
- iv. The conclusions about the application of Charter School's code of conduct to the facts;
- v. The decision and rationale for each allegation;
- vi. Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- vii. The procedures and permissible bases for appeals.

Consequences

Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Charter School in response to a formal complaint of sexual harassment.

Right of Appeal

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
- b. Charter School will notify the other party in writing when an appeal is filed.
- c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

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All records related to any investigation of complaints under this policy are maintained in a secure location.

Charter School will maintain the following records for at least seven (7) years:

- a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- e. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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**TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM**

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

Signature of Complainant_____
Date_____
Print Name**To be completed by the Charter School:**

Received by: _____

Date _____

Follow up meeting with complainant held on: _____

INDEPENDENT STUDY POLICY

Excel Academy Charter Schools (“EACS” or “Charter School”) offers independent study to meet the educational needs of students enrolled in the Charter School. Independent study is an alternative education program designed to teach the knowledge and skills of the core curriculum. EACS shall provide appropriate existing services and resources to enable students to complete their independent study successfully.

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

1. For students in all grade levels offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the student must complete the assigned work shall be twenty (20) school days.
2. A student may miss two (2) assignments during any period of twenty (20) school days. When any student fails to complete up to three (3) identified assignments in a school year, the Executive Director or designee shall conduct an internal evaluation to determine whether it is in the best interests of the student to remain in independent study. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim student record. This record shall be maintained for a period of three years from the date of the evaluation and if the student transfers to another California public school, the record shall be forwarded to that school.
3. A current written agreement shall be maintained on file for each independent study student, including but not limited to, all of the following:
 - a. The manner, time, frequency, and place for submitting a student's assignments and for reporting the student's progress.
 - b. The objectives and methods of study for the student's work, and the methods utilized to evaluate that work.
 - c. The specific resources, including materials and personnel, which will be made available to the student.
 - d. A statement of the policies adopted herein regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work, and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including beginning and ending dates for the student's participation in independent study under the agreement.
 - i. A statement of the number of course credits or, for the elementary grades,

INDEPENDENT STUDY POLICY

other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.

- f. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate.
- g. In the case of a student who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the student through independent study only if the student is offered the alternative of classroom instruction.
- h. Each written agreement shall be signed, prior to the commencement of independent study, by the student, the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student.

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

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

ATTENDANCE, PROGRESS IMPROVEMENT NOTIFICATION (PIN) AND INVOLUNTARY WITHDRAWAL POLICY

Attendance

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

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

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

Governing Board Policies

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

These policies include, but are not limited to:

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

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

Progress Improvement Notification Policy

First Progress Improvement Notification (PIN)

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

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

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

Second Progress Improvement Notification (PIN) - Meeting with School's Support Team

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

If the reason for the notification is that the student failed to complete an identified assignment outlined in the PIN letter per the credentialed ToR, the student must complete the assignment. In addition, a Student Success Team (SST) meeting may be held with the school's educational team within ten days. The conference will include the student, parent, teacher, and school intervention or SPED designee. The purpose of the meeting will be to develop a plan to support the student's success.

If the PIN was issued due to a missed LP meeting, a follow-up meeting must occur within five school days of the missed meeting. This meeting will take place to ensure the student has begun

making adequate progress. If the parent/guardian or student does not attend the scheduled student support meeting, the meeting will be held with the teacher and school designee.

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

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

Third Progress Improvement Notification (PIN) - Internal Evaluation

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

When any student fails to complete three (3) identified assignments (or fails to meet the responsibilities in the Master Agreement, Acknowledgement of Responsibilities (AoR), or Independent Study Policy three times) during any period of twenty (20) school days, the Executive Director or designee shall conduct an internal evaluation to determine whether it is in the best interests of the student to remain in independent study. If the evaluation finds that it is not in the student's best interest to remain in independent study, the student may be removed in accordance with the process outlined below.

Involuntary Withdrawal Policy

In accordance with Education Code Section 51747 and the Charter School's Board policy on independent study, after three (3) missed identified assignments, an internal evaluation is held by the A.D. of Education 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 withdraw the student after the Charter School follows the requirements of the Missed Assignment 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.

Procedures

A. Grounds for Involuntary Withdrawal of Students

As used herein, “involuntarily withdrawn” includes disenrolled, removed, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily withdrawn for reasons including, but not limited to, failure to comply with the terms of the student’s independent study Master Agreement, Acknowledgement of Responsibilities (AoR), and the Independent Study Policy, pursuant to Education Code Section 51747(c)(4).

B. Authority to Withdraw

Students subject to involuntary withdrawal are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be withdrawn. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be withdrawn by the neutral and impartial Board of Directors. The Board of Directors shall be presided over by a designated neutral hearing chairperson. The Board of Directors may withdraw any student found to have committed a violation that warrants withdrawal. The decision of the Board of Directors shall be final.

C. Withdrawal Procedures

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/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, the student’s parent/guardian, or educational rights holder of the basis for which the student is being involuntarily withdrawn and the student’s parent, guardian, or educational rights holder’s right to request a hearing to challenge the involuntary removal. If the student’s parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be withdrawn until the Charter School issues a final decision.

Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the student has accrued three (3) missed identified assignments, per the Master Agreement and independent study policy.

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 hearing.
2. A statement of the specific facts, charges and violations upon which the proposed withdrawal is based.
3. A copy of the Charter School's policies 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.

D. 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.

E. Presentation of Evidence

While technical rules of evidence do not apply to withdrawal 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 decision by the Board of Directors to withdraw must be supported by substantial evidence that the student committed a violation warranting removal. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board of Directors determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If the Board of Directors decides not to withdraw, the student shall immediately be returned to their previous educational program.

F. Written Notice to Withdraw

The Executive Director or designee, following a decision of the Board of Directors to withdraw, shall send written notice of the decision to withdraw, including findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) notice of the

specific violation committed by the student; and (b) notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Executive Director or designee shall send a copy of the written notice of the decision to withdraw to the chartering authority. This notice shall include the following: (a) the student's name; and (b) the specific violation warranting withdrawal committed by the student.

G. Withdrawal Records

The Charter School shall maintain records of all involuntary student removals at the Charter School. Such records shall be made available to the chartering authority upon request.

H. No Right to Appeal

The student shall have no right of appeal from withdrawal from the Charter School as the Charter School Board of Director's decision to withdraw shall be final.

I. Involuntarily Withdrawn Students/Alternative Education

Parents/guardians of students who are involuntarily withdrawn 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 removal.

G. Special Procedures for the Consideration of 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 involuntary withdrawal 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.

3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of any decision to change the placement of a child with a disability due to violation of the Master Agreement or independent study policy, the Charter School, the parent, and relevant members of the IEP team or 504 team shall review all relevant information in the student's file, including the child's IEP or 504 Plan,

any teacher observations, and any relevant information provided by the parents to determine:

- a. If the missed assignments/school avoidance in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the missed assignments/school avoidance was the direct result of the local educational agency's failure to implement the IEP or 504 Plan.

If the Charter School, the parent, and relevant members of the IEP team or 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, and relevant members of the IEP team or 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 withdrawn, 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 team or 504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP or 504 Plan, then the Charter School may apply the relevant involuntary withdrawal policy and 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 withdrawn; 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.

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 Master Agreement or independent study policy may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the violation 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.



Special Education Program Specialist *Job Description*

Reports To:	Assistant Director of Special Education
FLSA Status:	Exempt
School Classification:	Certificated
Pay Range:	\$90,000-\$137,001.19
Work Schedule:	220 days
Location:	Onsite/Remote Office

Position Summary: *The Special Education Program Specialist provides overall program and technical assistance and provides and coordinates staff development in one or more areas of expertise.*

Minimum Qualifications: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- A valid, current, and appropriate California state education specialist credential. A copy of the credential must be provided and kept current as a condition of employment.
- A Master's degree in an appropriate credential field and a minimum of three years of successful experience in the education of individuals with exceptional needs.
- Experience in special education administration and/or supervision desirable.
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

General Administrative Duties:

- Collaborates with Executive Director and Assistant Director(s) on the daily operations of the school, school policy, and expectations.
- Assists Director with PAC meetings and LCAP needs.
- Participates in the WASC accreditation and re-accreditation process; contributes to report(s);

Special Education Program Specialist Job Description

Board Approved: April 2020

provides data relevant to the department.

- Assists in planning, coordinating and presenting at all staff professional development.
- Contributes to monthly board updates and monthly newsletters.
- Collaborates with the Executive Director and Assistant Director of Special Education to address hiring needs and solutions for the SPED Department.
- Develops and sends staff and parent surveys as needed to help determine and support the needs of the department.
- Review self-evaluations from all direct reports (credentialed and classified); fill out manager evaluation of direct reports; hold end of year meetings to discuss overall performance with each direct report either over the phone or in-person.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Observes, consults with, and assists case managers with programs, coordinates curricular resources, and assists in evaluating the effectiveness of programs for individuals with exceptional needs.
- Participates as a member of the IEP team as the Administrative Designee when requested.
- Assists with preparation and facilitation of complex or difficult IEP meetings.
- Assists special education personnel in implementing and coordinating the services in the IEP.
- Collaborate with the SPED team in monitoring curriculum, materials, and methodology in his/her area(s) of expertise.
- Facilitate and provide leadership through collaboration in order to resolve related issues to service delivery, access and coordination of special education services.
- Participates in compliance reviews, mediations and due process hearings when needed.
- Maintains knowledge of current laws and regulations pertaining to fair hearing materials.
- Attends meetings, conferences, and professional development training.

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Supports testing sites as needed during the testing season.
- Attend professional development.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance

*Special Education Program Specialist Job Description
Board Approved: April 2020*

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

Employee Acknowledgement:

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Employee Signature

Printed Name

Date

Special Education Program Specialist Job Description
Board Approved: April 2020



Speech Language Assistant
Job Description (Pending Board Approval)

Reports To:	Speech & Language Pathologist (or designee)
FLSA Status:	Dependent on Assignment
School Classification:	Certificated
Pay Range:	\$17.83- \$31.23 per hour
Work Schedule:	205
Location:	Onsite and Remote Office

Position Summary: The SLPA is responsible to assist the Speech Language Pathologist in speech and language evaluations of students (TK-12) and implement plans for rehabilitative care within various public education settings. The SLPA assists in providing instruction specific to the area of speech and language communication to students identified as having special needs, and monitors the use of augmentative devices and systems.

Minimum Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

- Associate of Arts degree, Bachelor's Degree in Speech Pathology or Communications preferred
- At least one year experience as a speech aide or assistant.
- Possess appropriate speech and language license by the State Department.
- Valid California state specialist credential for Speech-Language Pathology. A copy of credential must be provided at the time of hire and kept current as a condition of employment.
- Minimum of two years or more experience in speech and language practice within a public school setting, including practice in assessment and therapy skills appropriate for the needs of a varied student population.
- Valid certificates for first aid and CPR.
- Hold and maintain a valid California Driver's License; proof of automobile insurance; and full time use of a dependable automobile that is insured pursuant to California regulations.
- State and federal background clearance (LiveScan) to work with students (Education Code Section 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.
- Proof of a clear TB test dated within the last 60 days (Education Code Section 49406) upon employment and thereafter updated every four years.

Essential Duties and Responsibilities

Speech and Language Pathologist Job Description
Board Approved: April 2020

- Work in a collaborative manner with the Administration Team to implement the goals and policies of the Board of Trustees.
- Provides direct therapy and follows documented treatment plans or protocols under the direction of a credentialed/licensed Speech and Language Pathologist.
- Documents student performance such as tallying data, preparing charts, records, and graphs and reports information.
- Assists the Speech and Language Pathologist during assessment of students.
- Assists with documentation as directed.
- Assists with clerical duties (e.g. SEIS input) as well as preparing materials and scheduling activities
- Performs checks and maintenance of equipment.
- Assists instructional personnel in the implementation of Individual Educational Plans (IEPs).
- Supports the supervising Speech and Language Pathologist in research projects and in-service training programs.
- Assists with departmental operations such as scheduling, record-keeping, and safety/maintenance of supplies and equipment.
- Collects data for educational benefit.
- Exhibits compliance with state and federal regulations.
- Maintain professional competence through participation in in-service training activities provided by the Academy and in self-directed professional growth activities.
- Abide by all policies set forth by the Board of Trustees.
- Consistently follow the Mission and Core Values of Excel Academy.
- Accept personal responsibility for the quality and timeliness of work.
- Be a good steward of funds, time, materials, fellow staff members, and other resources.

Abilities:

- Demonstrate strong communication skills, a high level of critical thinking, analysis, reflection and cooperative team building attributes.
- Knowledge of Speech and Language Pathology equipment, materials and procedures.
- Knowledge of language development in children.
- Knowledge of articulation development, learning patterns in children and student behavior.
- Knowledge of management techniques and strategies.
- Knowledge of English usage, punctuation, spelling and grammar.
- Knowledge of basic arithmetic concepts, simple record keeping and record management.
- Knowledge of public education goals and objectives.
- Knowledge of learning problems of children with special educational needs.
- Ability to learn and utilize current speech and language methods and procedures to be followed in an instructional setting.
- Skills to deal effectively with attitudes and behaviors of students.
- Skills to maintain student performance documentation.
- Skills to assist a Speech and Language Pathologist.
- Proficient ability to use Microsoft Office including Word, Excel and Outlook.
- Maintain positive, proactive communication with administration, staff and the Board of Trustees.
- Practical experience with evidence-based interventions and instructional practices.

- Knowledge of applicable laws, codes, regulations, policies and procedures.
- Knowledge of Academy organization, operations, policies and objectives.
- Ability to meet internal and external deadlines.
- Assist in interpreting the academy program to parents and other members of the community in order to promote greater understanding among community groups of academy objectives, accomplishments, and values.

Other Duties:

Any an all other duties assigned by the supervisor including but not limited to:

- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and parents in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act).
- Respond to all school related written correspondence, phone calls, voicemails, and emails within 1 business day.
- Represent the school at community events.
- Supports testing sites as needed during the testing season.
- Attend professional development.

Physical and Environmental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Sitting or standing for extended periods of time
- Lifting objects up to 50 pounds with or without assistance
- Noise level is generally moderate
- Meetings conducted in public and private settings
- Indoor and outdoor in varying temperatures
- Employee must have available transportation and be able to drive up to 100 miles in a day

Employee Acknowledgement

The above job description is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor.

Employee Signature

Printed Name

Date