

Excelsior Public Charter Schools

CHARTER PETITION FOR FIVE YEAR TERM (2026-2031)

SUBMITTED TO THE SAN BERNARDINO COUNTY BOARD OF EDUCATION
DATE December 8, 2025

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December 8, 2025

San Bernardino County Office of Education
Members of the Board of Education
Superintendent Theodore Alejandre
601 North E Street
San Bernardino, CA 92415

Re: Petition for the Renewal of a Countywide Benefit Charter School

Dear Members of the Board of Education and Superintendent Alejandre:

On behalf of Excelsior Charter Schools ("ECS) and our over 2,300 students and their families, it is my pleasure to present this petition for the renewal of our countywide benefit charter school pursuant to Education Code section 47605.6 to the San Bernardino County Board of Education ("County Board") for review and approval. The County Board has jurisdiction to approve this charter under Education Code section 47605.6:

> *"[A] county board of education may also approve a petition for the operation of a charter school that operates at one or more sites within the geographic boundaries of the county and that provides instructional services that are not generally provided by a county office of education. A county board of education may approve a countywide charter only if it finds, in addition to the other requirements of this section, that the educational services to be provided by the charter school will offer services to a pupil population that will benefit from those services and that cannot be served as well by a charter school that operates in only one school district in the county."*

EXCELSIOR HAS HISTORICALLY PROVIDED COMPREHENSIVE LEARNING EXPERIENCES TO PUPILS IDENTIFIED AS ACADEMICALLY LOW ACHIEVING

When reviewing a petition for the establishment of a countywide charter school, the County

Board "*shall*" give preference to petitions that demonstrate the capability to provide comprehensive learning experiences to pupils identified as academically low achieving (Ed. Code, § 47605.6(i)). Our educational program is specifically designed, and proven, to meet the needs of academically low-achieving students. The majority of the students who enter Excelsior's current charter school, and who we anticipate will enroll in the countywide charter, are one or more grade levels behind in proficiency. Our charter outlines the comprehensive way that we deliver tailored learning experiences to these pupils.

Excelsior identifies students who are performing below grade level through the results of entrance assessments in mathematics and reading, the CAASPP, Focused Interim Assessment Blocks, end-of-quarter tests, teacher observation and transcript review. Several aspects of our educational program have proven to especially benefit low achieving students, including our personalized approach, tutoring, Personal Life Plan (PLP), dual enrollment, on campus classes , A-G approved courses, online course offerings, Career and Technical Education pathway programs, fieldtrips, college visits, flexible schedules, and additional enrichment opportunities such as sports and performing arts programs. The flexibility of the Excelsior Charter School educational model allows students who are household contributors or sibling caregivers to complete their academic requirements outside the boundaries of traditional public schools.

EXCELSIOR'S PROVEN HYBRID LEARNING EDUCATIONAL PROGRAM HAS BENEFITTED MANY STUDENTS COUNTYWIDE FOR DECADES

Excelsior provides a unique hybrid learning educational program that prepares students in grades 7-12 across San Bernardino County for college and careers. Our instructional services are not generally provided by the County itself, and our program is tailor-made to serve families countywide here in San Bernardino.

Based on the 2020 census, San Bernardino County is the largest county by geographic area in the United States, with an area of 20,105 square miles. It is also the fifth-most populous county in California, and a significant number of families with school-aged children in the county currently live below the federal poverty line. The percentage of families in San Bernardino County living in poverty has decreased over the past decade—from about 16.3% in 2014 to 10.6% in 2023. However, families whose head of household does *not* have a high school diploma remain disproportionately affected: more than 20% of those families live in poverty. Meanwhile, the county's four-year adjusted cohort graduation rate has been improving. In 2023-24, it reached approximately 86.2%, up from lower rates in earlier years. This is nearly on par with the statewide average of 86.4%. However, only about 48% of high school graduates in the Inland Empire region (which includes San Bernardino County)

completed the full coursework required for eligibility to the University of California (UC) and California State University (CSU) systems—known as the *A-G requirements*. This falls short compared to the statewide A-G completion rate of approximately 60%.

Excelsior was founded in 1995 and is currently authorized by the San Bernardino County Board of Education ("District"), ECS has been successfully serving students throughout the entire county for decades. Indeed, our hybrid learning model is not intended to be just another school in a single school district. Rather, our program attracts students from all over the county who need a change from the traditional model, and who may otherwise fall through the cracks or feel lost in their traditional school districts. Our mission is to ensure *all* students, especially those identified as academically low achieving and/or traditionally underserved, have an individualized education so they can graduate as informed, resourceful, and motivated individuals. Excelsior's students come from communities near the cities of Redlands, Victorville, Phelan, Ontario, San Bernardino and Barstow. Our program serves students in grades 7-12 and emphasizes family collaboration and support customized to each student, with the end goal of ensuring all students are college and career ready. Excelsior's flexible model of public education combines independent study with a hybrid program where there is a strong social/community element but each student's instruction can be tailored according to their needs.

Families across the county continue to apply for enrollment to Excelsior regardless of the geographical distances. Excelsior, over time, has evolved from a single district charter into a classic representation of a countywide benefit charter as defined by Education Code section 47605.6. Excelsior's educational model has long mirrored the countywide charter description in practice; and we seek to continuously align our school operations and oversight through the submission of this countywide renewal petition.

Our program works. While funded as a non-classroom based/independent study program, in practice Excelsior provides a very robust, flexible, hybrid program that is any blend of on campus classes, virtual instruction, college attendance, independent study and hands on Career Technical Education programs that lead to full work ready certifications. In 2024, ECS achieved the middle performance tier, which marks continual growth for our students who reside throughout the County. In 2025, our four-year cohort graduation rate was 90.9%, which is above the District, County, and State averages. Additionally, our very low suspension (2.4%) and chronic absenteeism rates (0%) provide our students with extended instructional time beyond the regional and state averages which demonstrates our success at providing safe, orderly campuses and multi-tiered services and supports for academics and behavior. According to our annual stakeholder surveys, 81% of our staff, 69% of our parents, and 65% of our students report that they feel safe on Excelsior campuses.

Historically, these responses have trended near or above 85% for all groups. Our 2024/25 California Assessment of Student Performance and Progress (CAASPP) results highlight improvements in both English and Mathematics. Our 2024-25 English Learner Progress Indicator (ELPI) results highlight that 61.6% of our English Learner students show increased English language proficiency as compared to 46.4% statewide. Our academic and programmatic results highlight the following successes:

- 18.1 Point improvement in CAASPP Mathematics performance -2024/25
- Maintained (-.5) in CAASPP English performance – 2024/25
- 90.9% Graduation rate for 2024/25 graduation. (3.6% improvement).
- African American students showed **stronger growth in math** than the overall student population. (8.97% compared to an increase of 7.93% for all students).
- English Learner students also demonstrated **above-average growth in math achievement**. (9.14% compared to 7.93% for all students).
- Their percentage of students meeting or exceeding grade-level expectations increased by 9.14%, compared to an increase of 7.93% for all students.
- English Learner reclassification rates have improved from 9.5% to 12.7% through sustained instructional alignment and data monitoring.
- 61.6% of English Learners show progress as identified by the California Dashboard English Learner Performance Indicator.
- All Excelsior Seniors are eligible to garner immediate, no cost admission to 16 of the California State Universities through CSU Direct. 32 of our seniors were eligible for the Fall of 2025.
- Excelsior was selected as the highlight school for the “Viewpoint with Dennis Quaid” expose on charter schools.

2025 Statewide Dashboard Indicator highlights (above)

2025 ECS CA Dashboard Data

Overview of ECS 2025 Dashboard data for all statewide indicators by qualifying subgroups

State Indicator	All Students	English Learners	Foster Youth	Homelessness	SED	Students with Disibilities	African American	American Indian	Filipino	Hispanic	Two or More Races	White
Chronic Absenteeism	0% declined by 0.5% ↓	0% maintained 0%	N/A	0% maintained 0%	0% declined by 0.5% ↓	0% declined by 0.7% ↓	0% maintained 0%	N/A	N/A	0% declined by 0.6%	0% maintained 0%	0% declined by 0.6% ↓
Suspension Rate	2.4% declined by 0.9% ↓	3.5% declined by 0.4% ↓	2.8% declined by 3.7% ↓	1.1% declined by 3.3% ↓	2.7% declined by 0.6%	4.9% maintained -0.2%	4.4% declined by 2.6% ↓	N/A	N/A	1.9% declined by 0.6% ↓	3.9% declined by 2.4% ↓	2.2% declined by 0.8% ↓
Graduation Rate	90.9% increased by 3.6% ↑	95.8% increased 22.8% ↑	N/A	82.9% increased by 15.3% ↑	91.2% increased by 5.2% ↑	90.6% increased by 4.9% ↑	83.3% declined by 8.3% ↓	N/A	N/A	91.9% increased by 7.8% ↑	89.3% increased 10.7% ↑	91.4% maintained by -0.2%
College/Career	38.4% increased by 5% ↑	27.3% increased 23.1% ↑	N/A	20.5% maintained -0.1%	34.8% increased 6.2% ↑	17.3% increased 7.3% ↑	36.1% maintained 0%	N/A	N/A	34.3% increased 6.6% ↑	55.6% increased 19.8% ↑	42.9% increased by 4.2% ↑
English Language Arts	-36.8 pts maintained -0.5 pts	-74.4 pts increased 5.6 pts ↑	N/A	-55.8 pts increased 11.7 pts ↑	-46 pts maintained -1.4 pts	-104.6 pts declined -4.7 pts ↓	-47.5 pts increased 8.3 pts ↑	N/A	N/A	-38.8 pts increased 3.1 pts ↑	-7.1 pts increased 21.2 pts ↑	-33.8 pts declined -13.1 pts ↓
Mathematics	-95.1 pts increased 18.1 pts ↑	-133.4 pts increased 14.3 pts ↑	N/A	-114.1 pts increased 26.3 pts ↑	-100.5 pts increased 23.9 pts ↑	-162 pts increased 13.8 pts ↑	-118.9 pts increased 5.8 pts ↑	N/A	N/A	-95.8 pts increased 25.2 pts ↑	-62.6 pts increased 34.1 pts ↑	-91.5 pts increased 4.6 pts ↑
English Learner Progress	61.6% increased by 10.8% ↑	61.6% increased by 10.8%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

2025 CAASPP Performance Comparison by Regional San Bernardino County Schools

Note: Columns highlighted in green indicate ECS outperformance as compared to the regional school. (Regional schools chosen for comparison were selected by SBCSS). This data is from caaspp-elpac.ets.org .

2024-25 CAASPP results in ELA and Math by achievement level		Excelsior Charter	State of CA	Arroyo Valley HS SBCUSD	Barstow HS	Chaffey HS	Hook JH	MLK MS, SBCUSD	Redlands East Valley HS	San Bernardino HS	Serrano HS	Victor Valley HS
All Grades ELA	Standard Exceeded:	10.88%	22.29%	13.82%	9.62%	26.32%	4.77%	3.36%	31.91%	7.19%	15.27%	8.03%
	Standard Met:	26.33%	26.53%	23.16%	27.88%	32.43%	20.83%	16.99%	29.63%	25.34%	27.23%	27.06%
	Standard Nearly Met:	26.50%	21.76%	26.57%	24.68%	21.34%	27.98%	28.32%	23.08%	28.08%	24.94%	30.87%
	Standard Not Met:	36.30%	29.43%	36.45%	37.82%	19.91%	46.42%	51.33%	15.38%	39.38%	32.57%	34.04%
All grades Mathematics	Standard Exceeded:	10.97%	19.37%	6.90%	6.45%	7.07%	3.51%	2.50%	18.57%	1.37%	7.63%	1.91%
	Standard Met:	11.64%	17.93%	11.07%	9.68%	13.44%	8.29%	6.77%	23.43%	9.93%	10.18%	6.57%
	Standard Nearly Met:	22.11%	23.72%	16.52%	15.16%	20.51%	24.72%	19.61%	22%	19.52%	18.83%	14.19%
	Standard Not Met:	55.28%	38.98%	65.52%	68.71%	58.98%	63.48%	71.10%	36%	69.18%	63.36%	77.33%

2025 Dashboard Results Data Comparison by Regional San Bernardino County Schools for Suspension Rate, ELPI, Graduation Rate and CCI.

School	Suspension Rate % (2024-25)	English Learner Progress	Graduation Rate	College/Career
Excelsior Charter	2.40%	10.80%	90.90%	38.40%
Arroyo Valley HS	4.30%	37.90%	96.40%	59.30%
Barstow HS	9.60%	43.90%	93.30%	83.40%
Chaffey HS	5.60%	31.20%	87.60%	47.40%
Hook Jr. High	11.60%	55.90%	n/a	n/a
MLK MS	6%	64.80%	n/a	n/a
Redlands East Valley HS	4.90%	63.80%	92.40%	64.30%
San Bernardino HS	6.70%	35.90%	92.10%	60.40%
Serrano HS	7.60%	47.30%	92.10%	52.40%
Silverado HS	3.50%	34.90%	89%	45.20%
Victor Valley HS	3.10%	31.30%	89%	41.40%

2025 Graduation Rate Comparison from Data Quest

Name	Cohort Students	Regular HS Diploma Graduates	Cohort Graduation Rate	Graduates Meeting UC/CSU Requirements	Graduates Earning a Seal Of Biliteracy	Graduates Earning a Golden State Seal Merit Diploma	Graduates Receiving a Local Requirements Exemption
Excelsior Charter Schools	370	335	90.5%	89	1	75	40
San Bernardino County	32,823	28,800	87.8%	14,334	4,582	7,009	430
Statewide Total	496,796	434,627	87.5%	234,287	70,873	140,545	7,170

2025 Excelsior Graduation Rate by Subgroup from Data Quest

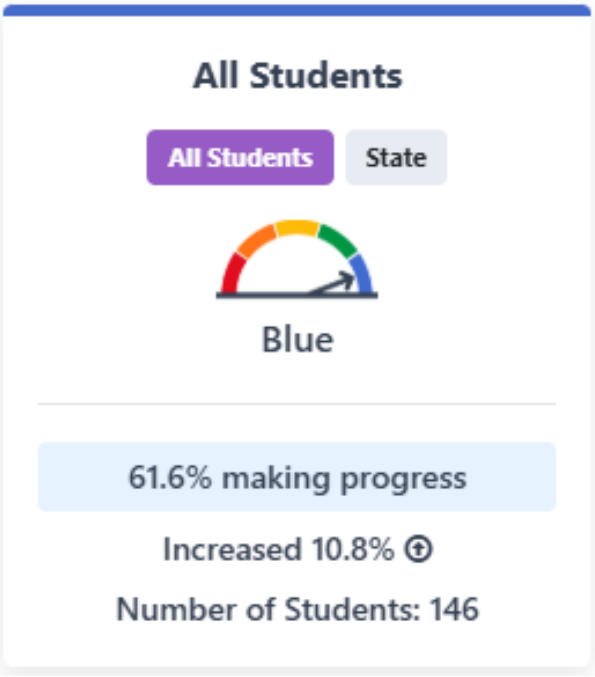
Race / Ethnicity	Cohort Students	Regular HS Diploma Graduates	Cohort Graduation Rate	Graduates Meeting UC/CSU Requirements	Graduates Earning a Seal of Biliteracy	Graduates Earning a Golden State Seal Merit Diploma	Graduates Receiving a Local Requirements Exemption
African American	36	30	83.3%	10	0	9	2
American Indian or Alaska Native	*	*	*	*	*	*	*
Asian	*	*	*	*	*	*	*
Filipino	*	*	*	*	*	*	*
Hispanic or Latino	210	192	91.4%	47	1	38	26
Pacific Islander	*	*	*	*	*	*	*
White	91	83	91.2%	21	0	17	10
Two or More Races	27	24	88.9%	11	0	10	2
Not Reported	*	*	*	*	*	*	*

2025 Chronic Absenteeism Rate Comparison from Data Quest

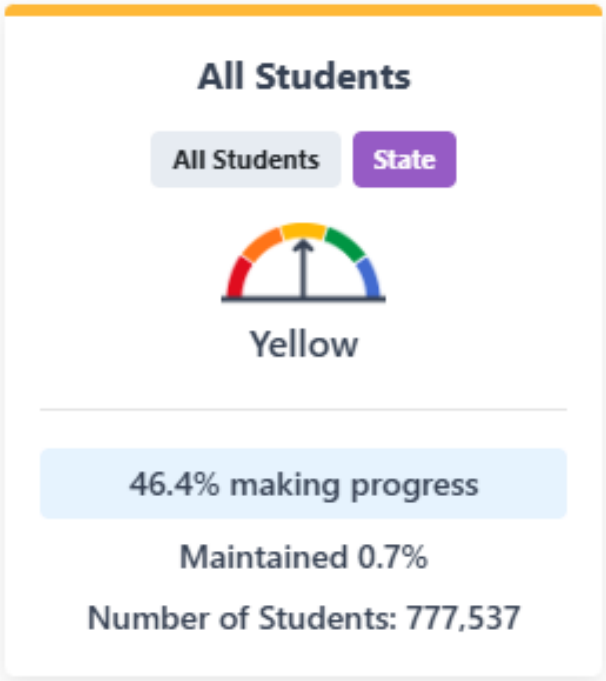
Name	Chronic Absenteeism Eligible Enrollment	Chronic Absenteeism Count	Chronic Absenteeism Rate
Excelsior Charter School	2,671	3	0.1%
San Bernardino County	411,304	96,738	23.5%
Statewide	5,903,507	1,143,668	19.4%

2025 Excelsior English Learner Progress Indicator Outcome from the CA Dashboard

Excelsior = 61.6% Making Progress



State of California = 46.4% Making Progress



Support for economically disadvantaged students

Perhaps the largest and most at-risk student population in San Bernardino County are those considered **economically disadvantaged**. According to the most recent data available from the California Department of Education and KidsData (2021), approximately 70.9% of all students within the county are eligible for free or reduced-price meals under federal income guidelines. This equates to an estimated 289,000 students across county schools, highlighting the substantial proportion of youth living in low-income households.

These figures demonstrate that a majority of San Bernardino County's K–12 students experience economic hardship, emphasizing the importance of ensuring that public schools—including charter schools—are designed to meet the needs of socioeconomically diverse learners. Excelsior Charter Schools' student enrollment mirrors this demographic reality, reflecting its commitment to serving a representative cross-section of the county's population consistent with Education Code §47605.6(d)(3)(A), which requires charter schools to achieve a racial, ethnic, and socioeconomic balance comparable to that of the general population within the county. To support our economically disadvantaged students and families ECS provides the following:

- Free lending closets stocked with clothing, shoes and hygiene products.
- Regularly conducts free, community family support events to provide food, clothing, household goods and hygiene products.
- Partnerships with regional non-profits to provide short-term hotel vouchers.
- Free buses or bus vouchers to get to school.
- Partnership with the Victor Valley Transit Authority to allow Excelsior student ID holders to ride the bus free of charge 365 days per year and 24 hours per day.

2019-2025 Historical Demographic and Subgroup Data

	2024-25	2023-24	2022-23	2021-22	2020-21	2019-20
English Learners	7.0%	6.7%	6.1%	4.2%	4.6%	3.6%
Foster Youth	1.2%	.7%	0.9%	0.7%	0.7%	0.7%
Homeless	5.6%	4.5%	3.3%	2%	1.8%	3.1%
Socioeconomically Disadvantaged	72.4%	66.1%	64%	53.1%	51.6%	53.3%
Students with Disabilities	18.3%	17.5%	15.8%	14.4%	13.6%	11.8%
African American	9.5%	10.0%	9.6%	9.8%	10.6%	10%
American Indian	.6%	0.5%	0.5%	0.7%	0.9%	1%
Asian	.7%	0.5%	0.7%	1.1%	0.9%	1.1%
Filipino	.4%	0.5%	0.6%	1.1%	1.1%	0.8%
Hispanic	60.7%	58.4%	57.8%	50.7%	46.8%	42.5%
Two or more Races	5.3%	5%	4.8%	5.9%	5.1%	5.8%
Pacific Islander	.3%	0.2%	0.1%	0.2%	0.5%	0.5%
White	22.3%	24.8%	25.8%	29.9%	33.4%	37.5%

CONCLUSION

We respectfully request the Superintendent recommend, and the County Board approve, Excelsior's petition for the renewal of our countywide benefit charter school. We look forward to continuing to operate under the County Board's oversight as we maintain and improve the educational options available to students in San Bernardino County. If you have any questions, please feel free to reach out to me directly. Thank you for your time and consideration.

Sincerely,

Dr. Derek King
Superintendent
Excelsior Charter Schools

Affirmations And Assurances

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, any and all references to EEC and/or Excelsior(ECS) and/or the Charter School and/or the School shall apply with full force and effect to the school itself and the non-profit 501(c)(3) EEC corporate entity, and for all purposes related to this Charter or the operations of EEC, both the School and EEC, to the extent that they are separate entities, shall be fully obligated to comply with the provisions of this Charter and any attachments, exhibits and/or appendices hereto, without regard to whether one or both of those entities is referenced or specifically listed or identified therein.

Throughout this Charter and any attachments, exhibits, and/or appendices hereto, anytime that Excelsior/EEC states that it will follow the requirements of a particular Section of the Education Code or other law, it means that Excelsior/EEC will comply with these laws in the same manner as required for California noncharter public schools, except where otherwise specified.

As the authorized lead petitioner, I, Dr. Derek King, hereby certify that the information submitted in this countywide renewal petition for a non-classroom based California public charter school named Excelsior Public Charter Schools ("Excelsior" or "Excelsior Charter Schools" or ECS or the "Charter School"), and to be authorized by the San Bernardino County Board of Education (the "County Board") is true to the best of my knowledge and belief. I also certify that this countywide petition does not constitute the conversion of a private school; and further, I understand that if this countywide charter petition is granted, Excelsior will follow any and all federal, state and local laws and regulations that apply to Excelsior including, but not limited to, ensuring that:

- ECS is nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code § 47605.6(e)(1)].

- ECS does not charge tuition. [Ref. Education Code § 47605.6(e)(1)].

- ECS does not discriminate against any student on the basis of disability, gender, gender identity, gender expression, national origin, race or ethnicity, religion, sexual orientation, perceived sexual orientation, home language or any other characteristic that is contained in Ed. Code section 220 or the definition of hate

crimes set forth in section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics. [Ref. Education Code § 47605.6(e)(1)].

- ECS admits all students who wish to attend the school, and who submit a timely application; unless Excelsior receives a greater number of applications than there are spaces for students, in which case a public random drawing/lottery process is held. [Ref. Education Code § 47605.6(e)(2)]. Except as provided in Education Code section 47605.6(e)(2), admission to Excelsior is not determined according to the place of residence of the student, or of his or her parent or legal guardian, within this state. [Ref. Education Code § 47605.6(e)(1)].

- ECS determines admission by a public random drawing, if the number of students who wish to attend the school exceeds the specific campus capacity, with a lottery exemption for existing students of Excelsior, siblings of enrolled students, and children of the charter school's founders, teachers, and staff (not to exceed 10%) [Ref. Education Code § 47605.6(e)(2)(B)]. Preference is given to pupils who reside in the San Bernardino County. In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of Excelsior in accordance with Education Code Section 47605.6(e)(2)(C). [Ref. Education Code § 47605.6(e)(2)(A)-(C)]

- ECS does not enroll students over nineteen (19) years of age unless continuously enrolled in public school and making satisfactory progress toward high school diploma requirements and shall comply with minimum age requirements for public school attendance [Ref. Education Code § 47610(c)].

- ECS complies with all independent study laws and regulations, including but not limited to Education Code Sections 47612.5(b), Sections 51745 *et seq*. and 5 Cal. Code of Regulations Sections 11700-11705.

- ECS complies with the California Public Records Act.

- ECS complies with the Family Educational Rights and Privacy Act. ECS regularly consults with its parents, teachers and administrators regarding Excelsior 's education programs [Ref. Education Code § 47605.6(d)(2)].

- ECS meets all statewide standards and conducts the pupil assessments required pursuant to Education Code sections 60605 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools [Ref. Education Code § 47605.6(d)(1)]

- ECS complies with the Educational Employment Relations Act, as applicable to charter schools. ECS is deemed the exclusive public employer of the employees of ECS for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605.6(b)(6)]

- ECS adheres to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities in Education Improvement Act of 2004.

- ECS complies in a timely fashion with all reporting requirements, including enrollment, attendance, standardized testing, annual audits, funding and services for special education students, and other data and information required, and promptly respond to all reasonable inquiries from the County, according to applicable laws.

- Excelsior ensures that teachers in the charter school hold a Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. These documents are maintained on file at ECS and are subject to periodic inspection by the chartering authority. [Ref. California Education Code Section 47605.6(l)]

- ECS meets all requirements for employment of employees set forth in applicable provisions of law, including but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]

- ECS complies with the terms of Education Code § 47611 (STRS and/or PERS).

- ECS maintains all necessary and appropriate insurance coverage.

- ECS complies with all applicable laws and regulations relating to charter school facilities.

- ECS complies with the Brown Act for meetings of the charter school's board; nonprofit integrity standards, and applicable federal and state laws regarding ethics and conflicts of interest.

- ECS is solely responsible for the debts and obligations of Excelsior.

- ECS does not claim state funding for the independent study of a pupil if the school has provided any funds or other things of value to the pupil or his or her parent or guardian that the chartering authority could not legally provide to a similarly situated pupil in a school within the jurisdiction of the chartering authority.

- ECS complies with all regulations, reporting and processes associated with Charter School Local Control and Accountability Plans under AB97 (Local Control Funding Formula) [Ref. Education Code § 47606.5]. In accordance with Education Code sections 47604.33 and 47606.5, Excelsior will annually update its goals and annual actions to achieve those goals identified in the charter pursuant to Education Code section 47605.6(b)(5)(A)(ii), using the Local Control and Accountability Plan template adopted by the State Board of Education, as it may be changed from time to time. ECS complies with all requirements of Education Code section 47606.5, including but not limited to the requirement that ECS "shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update." [Ref Education Code § 47606.5(d)].

- ECS complies with Government Code 1090.

- ECS complies with the Political Reform Act.

CERTIFICATION OF COMPLETENESS



Charter Petition Signature Page

I hereby certify that this submitted petition is complete and in compliance with the requirements set forth in Education Code sections 47605(b) and 47605.6(b).

Name (Signature) _____

Name (Printed): Dr. Derek King, Superintendent

Date: December 8, 2025

Address: 15505 Civic Dr. Victorville, Ca.92392

ADMINISTRATIVE TEAM

Excelsior is led by a team of accomplished administrative staff, including:

Dr. Derek King, Superintendent
Dr. Derek King holds the position of Superintendent for Excelsior Charter Schools. Dr. King's educational career includes holding the positions of Teacher, Coordinator, Principal, Assistant Superintendent and Superintendent. Dr. King was previously on the State Board of Education's School Attendance and Review Board (SARB) and currently serves on the State Board of Education's Advisory Commission on Charter Schools. Dr. King is an actively involved regional leader. Dr. King currently or has previously served on the following; Victor Valley College Foundation Board Member, St. Mary's Hospital Community Board Member, Victor Valley Chamber of Commerce Chairman of the Board, Victorville Military Affairs Committee, Gangs and Drugs Taskforce and as a Sunrise Children's Foundation Board Member. Dr. King holds a Clear Single Subject Social Science Teaching Credential, California Clear Administrative Services Credential, Bachelors degree, two Masters degrees (Educational Administration and Instructional Technology) and a Doctorate of Education in Organizational Leadership.

Jamie Lowe, Assistant Superintendent of Student Services
Jamie Lowe currently serves as the Assistant Superintendent of Student Services for Excelsior Charter Schools, a role she assumed in 2021. With over two decades of dedicated service to the organization, Jamie brings a wealth of experience and a deep commitment to student success. Since joining Excelsior Charter Schools 25 years ago, she has held a variety of leadership roles including Academy Chair, Assistant Principal, Principal, and Assistant Superintendent of Administrative Services. Prior to joining leadership, Jamie served as an Independent study teacher and junior high instructor for language arts and history.

Jamie holds a bachelor's degree in liberal studies and a master's degree in psychology, equipping her with both a broad educational foundation and a deep understanding of student development and well-being. As the Assistant Superintendent of Student Services, Jamie is committed to fostering a supportive, inclusive, equitable, and empowering educational environment where every student has the resources and opportunities needed to thrive academically, socially, and emotionally.

Dale Lee, Assistant Superintendent of Administrative Services

Dale Lee brings over two decades of leadership experience across both the business and education sectors. Holding a Bachelor's degree in Business Administration and a Master's in Teaching, Dale began a 15-year career as a self-employed entrepreneur specializing in e-commerce and business development before transitioning to public education.

In education, Dale has served as a math teacher, curriculum coordinator, director of assessment and accountability, and Assistant Superintendent of Educational Services. Throughout these roles, Dale led district-wide initiatives focused on curriculum alignment, digital learning integration, and systemic instructional improvement. Notably, Dale oversaw the implementation of a unified digital curriculum platform and a new student information system that enhanced instructional coherence and data transparency.

Currently serving as the Assistant Superintendent of Administrative Services, a position held since 2023, Dale provides leadership for district reporting, compliance, student data systems, staffing, and facilities operations. In this role, Dale applies a strategic, data-informed, and collaborative approach to continuous improvement, driving innovation and accountability across operational and instructional domains.

Dale's leadership is characterized by a commitment to excellence, organizational efficiency, and sustainable innovation—ensuring that systems and structures effectively support equitable student learning and long-term institutional success.

Board of Directors

Excelsior's Board of Directors includes experts in finance, business, education, non-profit management, and more. The current Excelsior Board members are as follows:

Board President, Mrs. Sara Ontiveros
Secretary/Treasurer, Mrs. Navid McCarthy
Board Member, Mrs. Bill Edwards
Board Member, Mrs. Valerie Ruiz
Parent Board Member, Mrs. Jennifer Little

Board Member Biographies -appendix c

Element A: Description Of Vision, Mission and Educational Program

The Educational Program

"A description of the educational program of the school, designed, among other things, to identify those pupils whom the school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners." [Ref. Ed. Code § 47605.6(b)(5)(A)(i)]

The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. [Ref. Ed. Code § 47605.6(b)(5)(A)(ii)]

"If the proposed school will enroll high school pupils, a description of the manner in which the charter school will inform parents regarding the transferability of courses to other public high schools. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered to be transferable to other public high schools." [Ref. Ed. Code § 47605.6(b)(5)(A)(iii)]

"If the proposed charter school will enroll high school pupils, information as to the manner in which the charter school will inform parents as to whether each individual course offered by the charter school meets college entrance requirements. Courses approved by the University of California or the California State University as satisfying their prerequisites for admission may be considered as meeting college entrance requirements for purposes of this clause." [Ref. Ed. Code § 47605.6(b)(5)(A)(iv)]

Introduction

This countywide charter renewal petition seeks to approve Excelsior Charter School (ECS) continued operation as a blended learning, non-classroom based educational program for students in grades 7-12 in San Bernardino County. Excelsior Charter School is a non-classroom funded, hybrid learning program that includes in-person, virtual-synchronous and independent study classes, along with dual (college) enrollment and Career Technical Education opportunities. ECS is an accredited and state-funded charter school comprised

of 7 campuses located in San Bernardino County.

Excelsior was founded in 1995, and has received numerous recognitions for its educational program and student successes. Excelsior has been authorized through San Bernardino County Superintendent of Schools as a county-wide benefit charter school since 2017. Although initially authorized by a single district, the charter school serves a cross-section of the entire County, with our pupil population spread across more than 28 of the 33 districts in the County. Excelsior initially served students county-wide through a single district-authorized charter with numerous small resource centers located both inside and outside the district where our students need them. However, due to the recent *Shasta* case,[1] Excelsior sought and garnered a countywide benefit charter from the San Bernardino Office of Education. Excelsior and San Bernardino County Superintendent of Schools has partnered to successfully offer cybersecurity programs, improved McKinney-Vento (homeless), foster youth and enhanced campus safety.

ECS will continue to meet all of the intentions of the California Legislature in establishing countywide public charter schools:

(a) Improve pupil learning: California Assessment of Student Performance and Progress (CAASPP) state testing, ECS is identified as a middle performing charter school by the California Department of Education. Our recent year over year performance identifies directional improvements in English (.31%), Math (7.93%) and English Learner Progress (4.6%).

(b) Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving: The majority(67.7%) of the students enrolled in our program are one or more grade levels behind in proficiency. The dedicated staff at ECS provides the support, tools and assistance necessary for these students to close their mastery and graduation readiness gaps by developing learning habits that will help them succeed beyond high school. ECS students have the opportunity to take college courses and/or job ready Career Technical Education programs that lead to licensure as part of their regular course of study. At ECS, parents, students and credentialed teaching staff all work together in an Education Team to support each student with a personalized approach towards achieving his or her goals.

[1] See *Anderson Union High School District v. Shasta Secondary Home School* (2016).

(c) Encourage the use of different and innovative teaching methods: ECS has demonstrated its ability to achieve success through its unique model of public education, combining independent study with a hybrid/blended model that includes campus-based classes, labs, synchronous virtual instruction, college courses, CTE, enrichments and extracurricular activities. Under the ECS model, the Education Team, comprised of the student, parent or guardian, and a credentialed teacher, develop a standards-based, academic program focused on achieving the goals detailed in the student's Personal Life Plan (PLP), preparing each student for college and career. Students' progress independently through our standards-aligned curriculum using traditional texts, online resources, synchronous virtual support for English and Math, classroom-based hands-on activities and labs, additional tutoring and support as needed. ECS uses the Canvas Learning Management System to deliver and receive assignments which acclimates all students toward college readiness as Canvas is used by 114 of the 116 California Community Colleges.

(d) Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site: Excelsior's model is individualized for faculty as well, who have their own personalized professional development plans and benefit from continuous collaboration with their peers and school leaders. At Excelsior, formal professional development is intentional through our Leadership Pipeline. Excelsior's Leadership Pipeline provides certificated and classified staff an opportunity for professional development through a 2-year program that includes 360-degree evaluations, administrator job shadowing through all key departments (Superintendent, Cabinet, Principal, Facilities and Business Services) and a year long project in which they lead. Administrator on Assignment and Interim Administrator positions are filled by staff that are completers or active participants in the Leadership Pipeline. The ECS Leadership Pipeline is led by our Director of Educational Services and Director of Student Services. Both Directors are very experiences having held teacher, Assistant Principal, Principal and Director positions prior to their current roles.

(e) Provide parents and pupils with expanded choices in the types of educational opportunities that are available within the public school system: For over 30 years ECS has offered a unique option for families who seek a flexible, robust, and safe learning environments for 7th-12th grade students. ECS has offered

students the opportunities to complete cosmetology, Airframe and Powerplant, automotive and cybersecurity certifications. ECS has active partnerships with Victor Valley College, San Bernardino Valley College, Chaffey College, Cerra Cosso College, Barstow College and California State San Bernardino as part of our dual enrollment, College and Career Access Pathways (CCAP) and immediate college acceptance efforts. All Excelsior students are eligible for immediate acceptance at 16 of the schools within the California State University system through our inclusion in the CSU Direct college acceptance program. During our first year of inclusion in the program, 36 students were eligible. Excelsior is committed to increasing this number in the coming school years. Eligible Excelsior Seniors receive direct admission to one or more of the following California State Universities:

- CSU Bakersfield
- CSU Channel Islands
- Chico State
- CSU Dominguez Hills
- Cal State East Bay
- Fresno State
- Cal Poly Humboldt
- Cal State LA
- Cal State Monterey Bay
- CSU Northridge
- Sacramento State
- Cal State San Bernardino
- San Francisco State
- Cal State San Marcos
- Sonoma State
- Stanislaus State

(f) Hold Excelsior schools accountable for meeting measurable pupil outcomes, and provide the school with a method to change from rule-based to performance-based accountability systems: ECS teaching and administration staff hold a moral imperative to ensure that we are preparing our students to achieve their individual/cohort highest levels of mastery which gives them a competitive advantage when applying for college, career or military service. Central to our assessment and academic readiness efforts is our robust usage of Focused Interim Assessment Blocks (FIAB) as part of our instructional model and pacing. ECS utilizes the results of the FIABs to assess mastery and determine when reteaching or celebration is necessary. Along with other instructional strategies, the FIAB usage is key to our continual academic results which show

ongoing improvements in both English and Mathematics. Our pedagogical efforts have resulted in ECS achieving the Middle Performance tier as identified by our California Dashboard results.

(g) Provide vigorous competition within the public school system to stimulate continual improvements in all public schools: The ECS model is not designed to "compete" with traditional public schools, but rather to offer an alternative that clearly benefits students who learn differently or do not excel in the traditional model. ECS serves families who seek our need a flexible, blended learning model that gives them an advantage over other school options. We have developed a strong regional and statewide network of district, county, business and collegiate partners in our efforts to expand what is possible in the school setting. We actively invite our charter school, traditional district, county and college colleagues to engage with us as thought partner so that we can share and develop improved best practices. As such, we believe that our research-based best practices and approaches to student learning can help to stimulate improvements across the broader educational landscape. ECS leadership currently hold or have held the roles of President of the Association of California School Administrators, Mountain Desert Management Association (ACSA), State Board of Education's Advisory Commission on Charter Schools (Commissioner) and the State Board of Education's School Attendance and Review Board (SARB).

Excelsior will ensure the following educational programming requirements.

Ed Code sections 51225.1 and 51225.2

Pursuant to California Education Code section 51225.1 and Section 51225.2 the charter school shall comply with the requirements of Senate Bill 532, which allows foster youth, homeless youth, former juvenile court school students, children of military families, and migratory children to be exempted from local graduation requirements or be afforded the option of a fifth year of school if certain conditions are met.

Independent Study

Excelsior shall operate its independent study programming in compliance with Ed. Code sections 51744 through 51749.6 and any other laws or regulations governing independent study programs.

Instructional Materials and Curriculum

Pursuant to the requirements of Ed. Code section 242 and 243, Excelsior's governing board shall not refuse to approve the use or prohibit the use of any textbook, instructional material, supplemental instructional material, or other curriculum for classroom instruction or any book or other resource in a school library on the basis that it includes a study of the role and contributions of any individual or group consistent with the requirements of Ed. Code sections 51204.5 and 60040, unless the study of the role and contributions violates Section 51501 or 60044.

Any action taken by the governing board that violates this requirement constitutes unlawful discrimination pursuant to Section 220.

A complaint regarding such an alleged violation may be filed with the charter school under its Uniform Complaint Procedures or may be filed with the State Superintendent directly.

Vision

Excelsior's vision is that all students will graduate as informed, resourceful and motivated individuals who are college-ready, career-prepared, and community-minded. Through an emphasis on individual drive and effort to achieve personal goals, students will develop knowledge and new skills, and form safe and strong relationships with facilitators, peers, parents, and the community. Excelsior's independent study model structured through a hybrid/blended program emphasizes family collaboration and individualized support for all students to become caring, confident learners in a compassionate learning community that respects and values different interests, abilities, learning styles, ethnicities, and cultural backgrounds. Excelsior's vision is for a supportive learning community where all students, parents, and staff appreciate and value diversity and where all students will receive individualized supports grounded in the Common Core State Standards (CCSS) that will prepare them for successful lives. Based on the belief that important academic, social and ethical skills and attitudes are developed when students with various abilities, needs and backgrounds learn together, Excelsior's program will focus on improving student learning and social awareness in the community-at-large, as well as prevent future learning and social problems for a wide spectrum of students, including those whose families are challenged socioeconomically and those with diverse family dynamics.

Mission

Excelsior provides students with a fully accredited, self-directed learning program that enables students in grades 7-12 to develop, execute and achieve a strong vision for their

future. Excelsior's non-classroom based model combines independent self-study with supplemental, on-site resources to give students a balance of autonomy, guidance and support to ensure their success. The focus of Excelsior is to provide a motivating, challenging and safe learning opportunity that will prepare students not just for graduation, but also for careers and lifelong success.

Excelsior's "Belief Statements," along with our "Values & Basics" represent our organization expectations and our commitments with regards to serving students.

Beliefs

- All students can and will achieve.
- Do the right thing even when no one is looking.
- Students require a safe environment to learn.
- Education is an investment in the future.
- Expectations determine the outcome.
- Everyone has something valuable to contribute.

Values & Basics

- **Teamwork:** It is Excelsior's responsibility to participate as a team member in a collaborative environment using ideas, resources, and information to achieve common goals. Excelsior staff consistently strives to improve our practices and ourselves in order to achieve our Vision and Goals. Celebrates and encourages one another by recognizing each other's accomplishments.
- **Enthusiasm**: Be enthusiastic in order to inspire positive attitude, creativity, motivation and innovation, so that everyone is successful.
- **Communication**: We are active listeners and have positive, professional interactions at all levels and in all situations. We have a willingness to voice our opinions and we will listen first for understanding and then to be understood. Everyone has a responsibility to tactfully communicate concerns and possible solutions to the appropriate person(s). We communicate all activities, events, and situations to all pertinent parties with appropriate feedback and follow-up; phone calls and e-mails are responded to in a timely manner.
- **Integrity:** We all have a responsibility to promote integrity by honoring others with respect, honesty, and trustworthiness. We take pride in our work, which is reflected in our actions. We model the behaviors we expect to see in others.

- **Compassion:** We treat people as individuals with dignity, respect, and sympathy to help them achieve their personal best. We address issues in a positive, encouraging way that promotes personal growth. We take pride in helping people through positive interactions and mentoring.
- **Commitment:** We have the commitment to follow through, follow-up and have accountability in the quality of our work. We have sincere dedication and total commitment to empower the "education team" in the planning and achievement of their academic and life goals.

Educational Philosophy

The dedicated staff of Excelsior Charter Schools believes that every student can achieve at high levels when provided meaningful opportunities, personalized support, and a clear vision for their future. Excelsior's educational philosophy is rooted in the conviction that hope, purpose, and opportunity are powerful predictors of learning. When students see a connection between their education and their goals, they become active participants in shaping their own success. That is the definition of the student's Personal Life Plan.

Excelsior provides students with multiple pathways to learn, grow, and thrive, empowering them to choose academic, college, and career options that align with their individual interests, learning styles, and aspirations. The school's flexible instructional design, combining site-based, independent, and technology-enhanced learning, ensures that every student has access to an education that is both rigorous and relevant.

Teachers, counselors, and instructional leaders work collaboratively to remove barriers and cultivate belonging through Universal Design for Learning (UDL), data-informed instruction, and equitable access to technology and resources. In doing so, Excelsior fulfills its commitment to the whole child, developing confident, resilient, and compassionate learners who are prepared for college, career, and civic life.
Excelsior's educational philosophy is realized through its vision, mission, and daily practice, which can be summarized in one guiding purpose: "Together, preparing students to be successful adults."

Students Excelsior Educates

Target Student Population

ECS serves a pupil population spread across more than 32 districts in the Southern California area, as such our students cannot be served well by a charter school that is constrained to operate in only one school district in the county. ECS has proven to be highly effective at serving a broad spectrum of students including Students with Disabilities, high performing students, low-income families, foster youth, McKinney-Vento (homeless), historically underperforming, previously bullied and medically challenged.

2025 Excelsior Enrollment

The below chart illustrates the current enrollment for 2025. This data is pulled from Aeries.

Student Group	Enrollment 2025
504	84 (3.6%)
Foster	40 (1.7%)
Homeless	122 (5.2%
Socioeconomically disadvantaged	1755 (74.8%)
Special Education	443 (18.9%)
English Language Learner	169 (7.3%)

Projected Enrollment

A majority of the students served by Excelsior will reside within the San Bernardino County boundary, but not in one particular school district. The current Excelsior charter school's total enrollment is 2,285 students. The following are estimated enrollment projections for the term of this countywide charter:

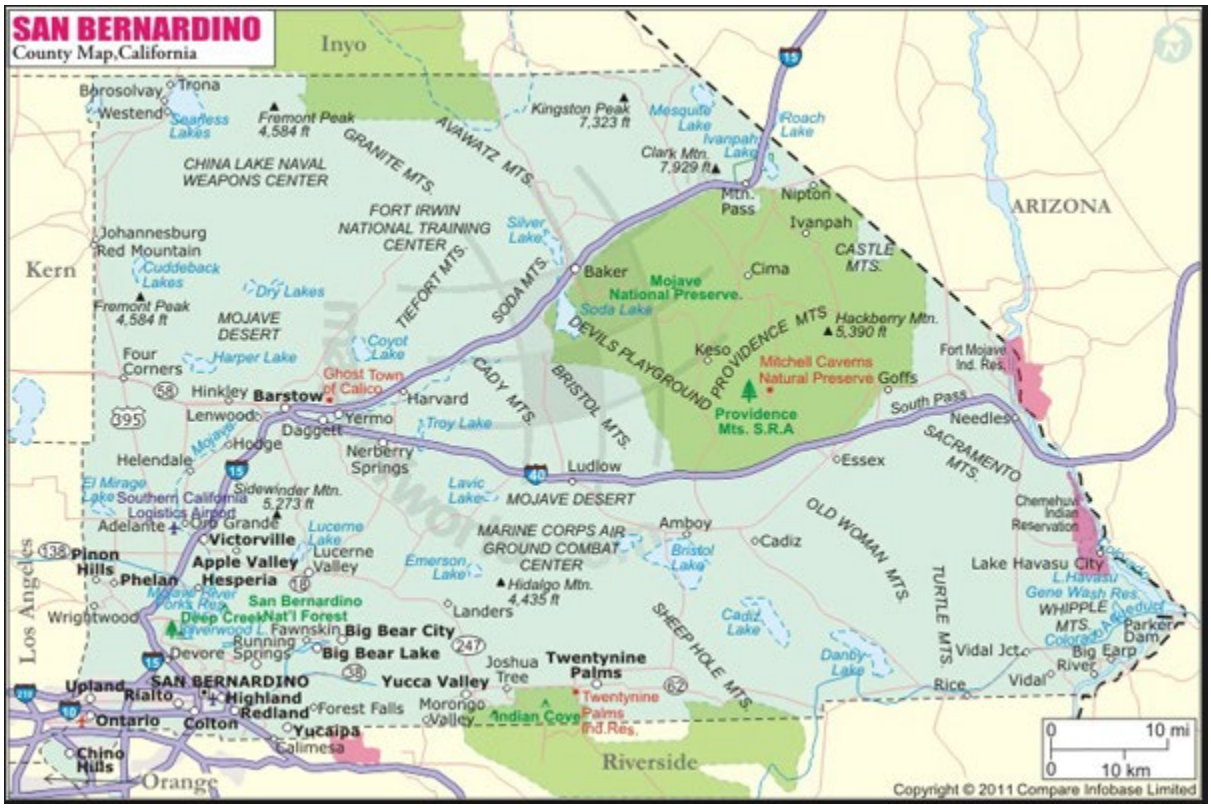
Grade Levels	2025-26	2026-27	2027-28	2028-29	2029-30
7th Grade	309	317	325	332	341
8th Grade	433	444	455	466	478
9th Grade	404	414	424	435	445
10th Grade	441	452	463	475	486
11th Grade	394	404	414	424	435
12th Grade	304	312	319	327	336
TOTAL	2285	2343	2400	2459	2521

Figure#1 Projected Enrollment

Surrounding Community

San Bernardino County, California (officially the County of San Bernardino) is a county located in the southern portion of the U.S. state of California. With an area of approximately **20,105 square miles** it remains the largest county by area in the contiguous United States. The county is home to an estimated **2,197,000+** residents as of 2025. As of that estimate, it remains the **fifth-most populous county in California**. The county contains **33 school districts**, and (see Element 7: the largest racial/ethnic group is the Hispanic/Latino population, comprising about **55.9%** of residents in 2024.

Community Map

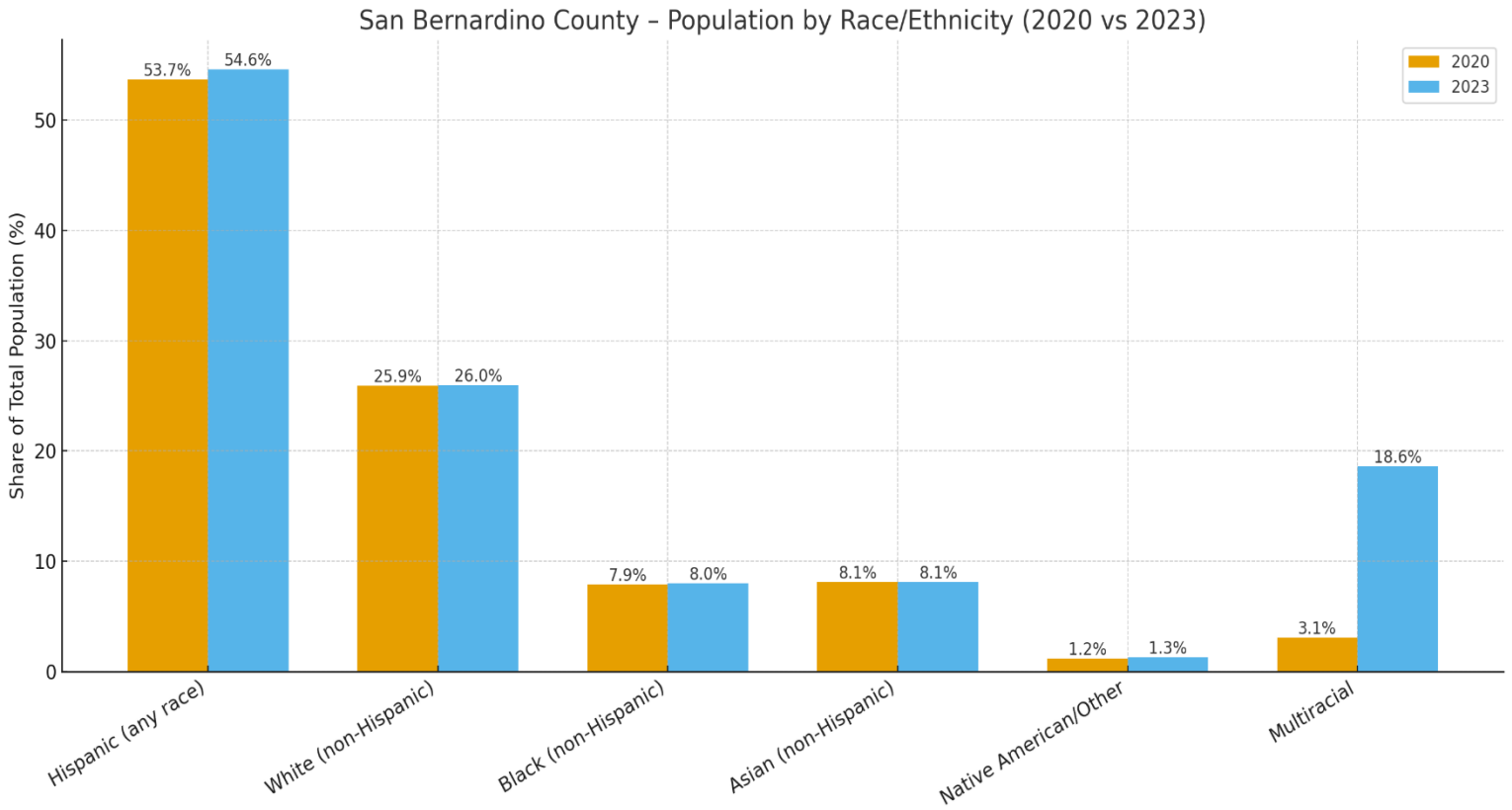


Figure#2 Depicts a San Bernardino area map.
Source: sbcusd.com

Community Demographics & Socioeconomics

Based on the latest U.S. Census Bureau data, San Bernardino County is a demographically diverse region. Hispanic/Latino residents now make up approximately 55.9% of the population.

Among non-Hispanic racial groups: Non-Hispanic White is about 25.6%, Non-Hispanic Asian about 7.9%, Black/African American (Non-Hispanic) about 8.0%, and people identifying as Two or More Races about 3.8%.



2020 Census Bureau

Excelsior's Educational Philosophy and Framework for Instruction

Excelsior Educated Citizens in the 21st Century

At ECS, to be an educated person in the 21st century means to think critically, act ethically, communicate effectively, and contribute meaningfully to one's community and the world. Excelsior's mission, "Together, preparing students to be successful adults", reflects the belief that education must prepare students not only for academic success but also for lifelong growth, adaptability, and purpose.

Excelsior's educational philosophy is grounded in the Excelsior Values and Basics, the Effective Schools Correlates, and a model of continuous improvement. These guiding principles ensure that all students, regardless of background or circumstance, develop the knowledge, skills, and personal qualities necessary to succeed in higher education, career pathways, and civic life.

Excelsior's overarching goal is to ensure that every student becomes a self-directed, competent, and lifelong learner who is capable of applying knowledge to real-world problems. The school's personalized learning model, anchored by each student's Personal Life Plan (PLP), guides students to take ownership of their learning journey, set goals, reflect on progress, and connect academic achievement with future aspirations.

Excelsior strives for all graduates to:

1. Demonstrate self-motivation through initiative, curiosity, and perseverance.
2. Engage in continuous learning by seeking new knowledge and skills beyond the classroom.
3. Apply learning to solve authentic problems using critical and creative thinking.
4. Collaborate and lead in diverse settings, showing respect and empathy for others.
5. Embrace growth through reflection, resilience, and adaptability.

This goal is realized through the Education Team model and hybrid learning program where the student, teacher/counselor, and parent collaborate to design and monitor individualized learning experiences, ensuring both accountability and agency.

An educated Excelsior graduate masters the California State Standards and demonstrates the ability to apply learning across disciplines in meaningful ways. Academic success at

Excelsior extends beyond memorization, as it is rooted in inquiry, evidence-based reasoning, creativity and application.

Educated individuals at Excelsior demonstrate:

- Critical and Analytical Thinking – interpreting and evaluating information to make informed decisions.
- Effective Communication – reading, writing, speaking, and listening with clarity and purpose.
- Quantitative and Scientific Reasoning – using mathematical and scientific inquiry to solve problems.
- Digital Literacy – navigating technology ethically and efficiently for learning, collaboration, and innovation.
- Global and Cultural Awareness – understanding diverse perspectives and applying knowledge to global contexts.
- Academic Resilience – maintaining persistence and curiosity in pursuit of mastery.

These academic qualities are cultivated through rigorous, standards-aligned curriculum and measured through STAR, FIAB, CAASPP, and formative performance assessments, consistent with Excelsior's LCAP Goal 1 and WASC action plans.

Excelsior's safe, professional, and service-oriented culture provides the environment where these traits are modeled by adults and practiced by students daily. Staff are trained in social-emotional learning, MTSS, and student-centered conferencing to reinforce these lifelong skills.

An Excelsior graduate is a confident, capable, and compassionate individual who understands how to connect knowledge to purpose. They are prepared not only to succeed in college and career, but to lead fulfilling lives that reflect integrity, curiosity, and service to others.

Graduates embody the characteristics of the Excelsior Basics:

- Academic mastery aligned to state standards
- Critical and creative problem-solving
- Collaboration and communication
- Ethical citizenship and compassion
- Lifelong learning and goal orientation

Through personalized education, strong relationships, and intentional guidance, Excelsior ensures that every student is truly "prepared to be a successful adult."

How Learning Best Occurs / Instructional Design and Professional Development

Excelsior's instructional design is built on the principles of a flexible hybrid instructional model with classroom based and non-classroom based instructional framework. Students meet with their school site Counselor twice annually or their Educational Advisor every four weeks to review academic progress and college and career readiness. Excelsior utilizes an online learning management system (LMS) called Canvas. Canvas is the teaching and learning platform for all students across all content and grade levels. Teachers utilize the Canvas blueprinted common curriculum and assessments. Teachers utilize Universal Design for Learning (UDL), data-driven decision-making, and equity-based teaching practices to ensure that every student, regardless of background, ability, or prior achievement, has access to a rigorous, standards-aligned education. The framework reflects the diverse needs of Excelsior's student population, which includes English Learners (ELs), students with disabilities (SWDs), socioeconomically disadvantaged students, and those performing above or below grade-level expectations.

Teachers engage students through multiple means of representation, engagement, and expression, ensuring that instruction is personalized, inclusive, and accessible. The integration of Goalbook supports IEP goal alignment and scaffolding for SWDs, while culturally responsive pedagogy affirms student identities and ensures instruction remains relevant and meaningful.

Data from STAR Reading and Math, CAASPP interim assessments, and formative classroom measures are used to tailor instruction, group students strategically, and monitor progress toward mastery of grade-level standards. Collaborative teacher teams analyze data regularly to identify trends and adjust pacing and interventions in real time.

Excelsior operates a flexible hybrid instructional model that combines site-based instruction with independent learning opportunities supported by technology-rich systems. Students engage in both synchronous and asynchronous learning through the LMS Canvas, in-person, independent study, and Zoom virtual classrooms to access assignments, feedback, and peer collaboration. In addition, Students meet with their school site Counselor twice annually or their Educational Advisor every four weeks to review academic progress and college and career readiness.

This model allows for individualized pacing and support, enabling students to work closely with teachers and counselors to meet their academic, social-emotional, and career readiness goals. Instructional delivery incorporates a balance of teacher-directed learning, project-based tasks, and digital tools that promote engagement and autonomy.

Excelsior employs a comprehensive Multi-Tiered System of Supports (MTSS) to ensure that every student receives the appropriate academic, behavioral, and social-emotional support to succeed.

- English Learners (ELs) receive targeted Designated and Integrated ELD instruction, progress monitoring through all types of ELPAC assessments, and language development support embedded across content areas. Teachers receive ELD-specific training and access to coaching resources.
- Students with Disabilities (SWDs) are fully included in the general education program, with individualized support through co-teaching, differentiated instruction, and specialized services aligned to IEP goals. Goalbook and assistive technologies are used to enhance accessibility.
- Students Performing Below Grade Level are supported through targeted interventions, small-group tutoring, and SST referral processes aligned to MTSS protocols.
- Students Performing Above Grade Level have access to advanced coursework, dual enrollment, and CTE pathway opportunities for acceleration.

This inclusive approach ensures that all students, regardless of need, receive equitable access to instruction and progress toward mastery of state standards.

Excelsior provides a robust Special Education program in compliance with Education Code §47641 and all SELPA procedural and service requirements. Credentialed special education teachers (Education Specialists) collaborate closely with general educators to implement IEPs, deliver specialized academic instruction, and provide related services.

All students with disabilities have access to the general education curriculum through UDL-aligned supports. Transition planning is embedded into the high school experience, ensuring students graduate prepared for postsecondary education, employment, and independent living. Regular SELPA collaboration ensures compliance, fidelity, and equitable outcomes.

Excelsior's instructional strategies are grounded in research-based best practices that promote high engagement and deep learning across all student groups. Teachers employ:

- Data-informed differentiation using STAR, CAASPP, Interim assessments, and classroom assessments.
- Collaborative PLC/TEAM cycles to analyze student work and adjust instruction.
- Explicit instruction and academic language development for ELs.
- Culturally responsive and relevant pedagogy that connects learning to students' lived experiences.
- Tiered intervention and enrichment based on student performance levels.

Instructional coaching, peer walkthroughs, and site-based data analysis ensure consistent implementation and refinement of these strategies across all campuses.

Curriculum development and adoption occur through a collaborative and cyclical process led by Educational Services. Teachers, instructional coaches, and site administrators review data, evaluate the effectiveness of current materials, and propose updates aligned with California State Standards and Excelsior's mission.

Curricular tools such as Freckle, Accelerated Reader, and STAR Renaissance Learning provide aligned instructional resources and data tracking. Curriculum adoption emphasizes accessibility, cultural relevance, and coherence across grade levels. The process is ongoing, ensuring that instruction remains responsive to student outcomes and stakeholder feedback.

Excelsior's professional development program is deeply aligned with its instructional framework and continuous improvement goals. Professional learning opportunities are structured to support educators in implementing standards-based instruction, differentiation, and data-driven decision-making.

Key components include:

- Teacher TEAM Meetings for collaborative planning and reflection.
- Leadership and principal coaching focused on instructional leadership, equity, and data analysis.
- Classified staff PD to strengthen support roles and inclusive practices.
- Instructional coaching and peer-to-peer learning walks to promote shared best practices and cross-site collaboration.
- Utilizing external professional development solutions, as identified through a collaborative process of data analysis and classroom walkthroughs.

Professional development is ongoing and strategically aligned to student data, ensuring that instructional practices remain current, effective, and responsive to student needs.

Excelsior Will Inform Parents About the Transferability of Courses and Eligibility of Courses to Meet College Entrance Requirements, Including "A" to "G" Requirements for University of California/California State University Admission

Excelsior Charter Schools is fully accredited by the Western Association of Schools and Colleges (WASC), ensuring that its courses meet rigorous academic standards recognized throughout California and beyond. This accreditation means that credits earned at Excelsior are readily transferable to other accredited high schools, colleges, and universities.

As a California public charter school, Excelsior adheres to all provisions of Senate Bill 532 (SB 532), which governs the transfer of credits for highly mobile students. Under this legislation, Excelsior ensures that:

- Credits earned at Excelsior are fully accepted by other California public schools, including traditional and charter high schools.
- Partial credits for coursework completed are properly awarded and transferred, preventing students from losing progress when changing schools.
- Students are not required to repeat courses they have already successfully completed at Excelsior or another public school.
- Student records and transcripts are promptly and accurately transmitted to receiving schools to support smooth enrollment and placement.

Commitment to Student Mobility

Through its WASC accreditation and compliance with state education codes, Excelsior provides a recognized, standards-aligned curriculum designed to ensure that students can transition seamlessly between schools without disruption to their academic progress. This commitment makes Excelsior a strong choice for students who may need flexibility or anticipate school transfers.

This information is shared on Excelsior's website and in the Student and Parent Handbook. Students, parents and guardians receive explicit information about the transferability of courses during enrollment, withdrawal, during academic counseling, and during Educational Team Meetings that are lead by Excelsior teachers and counselors.

Excelsior ensures that parents and guardians are fully informed about the eligibility of courses that meet University of California (UC) and California State University (CSU) *A–G* entrance requirements.

Parents are informed through multiple methods, including:

- The Excelsior Student and Parent Handbook, updated annually and available digitally, clearly identifies *A–G*-approved courses with notations and detailed descriptions.
- Counselor meetings and student-led academic planning conferences with Educational Advisors, during which families review student transcripts, A–G progress, and college eligibility.
- Back-to-School Nights, parent information sessions, and newsletters that explain college readiness expectations and academic planning.
- Access to Aeries Portal and CaliforniaColleges.edu, which allow parents to track progress toward A–G completion in real time.

The Educational Services department also provides training and resources for staff to ensure consistency and accuracy in A–G advising. This multi-layered communication plan ensures that families are empowered partners in guiding students toward postsecondary readiness.

Excelsior provides every student with information on how to complete and submit a Free Application for Federal Student Aid (FAFSA) or California Dream Act Application at least once before entering 12th grade, in alignment with Education Code §51225.7.

This process is coordinated by school counselors, Educational Advisors, Education Specialists, and site administrators, and includes:

- Dedicated senior meetings and classroom presentations that explain financial aid processes and timelines.
- Parent workshops and virtual sessions to support FAFSA/Dream Act completion, hosted in English and Spanish.
- Collaboration with the CaliforniaColleges.edu platform, where students can link their accounts and receive step-by-step guidance.
- Individualized follow-up by counselors, Educational Advisors, and Education Specialists for students who have not completed the FAFSA or Dream Act application to ensure full participation.

Excelsior's exit outcomes are intentionally aligned with its vision — "Together, preparing students to be successful adults." This vision drives every aspect of the educational program, ensuring that students graduate ready to thrive in college, career, and life.

Excelsior's commitment to preparing students to be successful adults shapes all decisions about curriculum, instruction, and student support. The school prioritizes not only academic proficiency, but also the development of life skills, character, and the ability to collaborate, communicate, and adapt in a complex world.

The curriculum integrates California State Standards, Career Technical Education (CTE) pathways, and college preparatory coursework to provide students with both rigorous academics and practical, career-connected experiences. Instruction is designed to help students develop critical thinking, problem-solving, and self-management skills, all essential for success beyond high school.

Student mastery of exit outcomes is measured through a balanced system of assessments, including STAR Renaissance Learning, CAASPP interim and summative assessments, CTE competency-based evaluations, and course-based performance tasks. These assessments provide actionable data used by teachers, educational advisors, educational specialists, counselors, and administrators to ensure all students are on track for graduation and postsecondary success.

Each year, the Educational Services department and school leadership teams analyze outcome data including graduation rates, pathway completion, and college/career readiness indicators to confirm that student achievement aligns with Excelsior's vision and continuous improvement goals.

Through this alignment of vision, curriculum, and assessment, Excelsior ensures that every student is equipped with the knowledge, skills, and mindset to become a confident, capable, and successful adult.

Excelsior affirms that all students have equitable access to A–G coursework required for UC and CSU admission. The school maintains a UC-approved A–G course list and ensures every student's Personalized Learning Plan (PLP) includes opportunities to complete these requirements. Counselors meet with students at least twice annually, while Educational Advisors and Education Specialists meet with students each quarter to review A–G progress and adjust course selections as needed.

Excelsior's hybrid instructional model and course offerings allow flexibility for students to meet A–G standards through multiple pathways, including:

- Site-based, virtual, and independent study A–G courses.
- Dual enrollment courses through college partners.
- CTE courses that carry A–G credit when approved.

Educational Services and the leadership team monitors A–G completion rates through quarterly dashboard data to ensure access, equity, and academic rigor for all student groups, including English Learners and students with disabilities.

Excelsior maintains clearly defined graduation requirements that meet or exceed the California state minimum requirements under Education Code §51225.3, while providing pathways for both college preparatory diplomas and alternative completion options for students with unique needs.

Graduation requirements include the successful completion of:

- 220 credits across core subject areas, aligned to state standards.
- College and career readiness components, including a senior project or CTE capstone.
- A–G eligible coursework for students pursuing UC/CSU pathways.

Excelsior is fully accredited by the Western Association of Schools and Colleges (WASC) and engages in continuous improvement cycles through the WASC process. The most recent WASC Mid-Cycle Review confirmed that Excelsior's graduation outcomes, curriculum rigor, and data-driven systems demonstrate alignment with WASC's focus on high-quality learning and student achievement.

Graduation data, including on-track monitoring for all subgroups, is reviewed quarterly through site dashboards and LCAP metrics to ensure that all students remain on pace to meet diploma or alternative completion requirements.

Independent Study

As an independent study organization, Excelsior complies with all specific laws applicable to Independent Study. A Written Learning Agreement shall be maintained annually for each student that is enrolled at Excelsior. The Written Learning Agreement is attached *see Appendix X*.

ECS hereby assures that:

All K–12 public school independent study requirements, as defined by Education Code §47612.5(b), are implemented with fidelity and verified annually through the school's independent audit.

The annual audit shall confirm compliance with:

- Maintenance of Written Learning Agreements and student work samples.
- Credentialed teacher oversight and verification of time value of work.
- Maintenance of accurate student engagement and attendance records.
- Annual independent audit
- Regular review and reporting to the Board of Directors.

Through this assurance, Excelsior reaffirms its commitment to maintaining accountability, transparency, and academic integrity in all independent study operations.

ECS ensures that the ratio of average daily attendance (ADA) to full-time equivalent (FTE) certificated employees directly supervising independent study students does not exceed the ratio of ADA to FTE teachers for all other educational programs operated by the largest unified school district in the county in which Excelsior is located — San Bernardino County.

To maintain compliance:

- Excelsior's Administrative Services and Human Resources Departments monitor independent study enrollment and staffing levels monthly to ensure ratios remain within the statutory limit.
- The ratio of ADA to supervising certificated staff is calculated in accordance with state audit procedures and verified during the annual independent financial audit.
- Teacher assignments and rosters are maintained in Aeries ensuring accurate tracking of certificated FTEs associated with independent study instruction.

This monitoring process, verified through Excelsior's annual audit, ensures ongoing compliance with Education Code §51745.6(a) and supports equitable, high-quality instructional support for all independent study students.

ECS acknowledges that all independent study instruction shall be under the supervision of appropriately credentialed teachers employed by the school and authorized under Education Code §51747.5(a).

- Each student enrolled in independent study is assigned a credentialed supervising teacher(s) responsible for evaluating, coordinating, and monitoring the student's coursework and academic progress.
- Teachers hold valid California teaching credentials appropriate for the subject(s) and grade level(s) assigned.
- Supervising teachers meet with students on a monthly basis to review completed assignments, assess mastery of standards, and verify engagement.
- Special education students are further supported by credentialed case managers who ensure accommodations and modifications are implemented as outlined in each student's IEP.

ECS acknowledges that apportionment credit for independent study may be claimed only for the time value of student work products as personally determined by the supervising credentialed teacher, in accordance with Education Code §51747.5(b).

To ensure compliance:

- Supervising teachers personally review, evaluate, and certify the time value of all student work submitted for apportionment purposes.
- Teachers maintain contact logs, assignment records, and samples of completed student work, which are verified during internal compliance checks and annual independent audits.
- Excelsior's attendance and data systems (Aeries and Canvas) integrate assignment submission records with ADA reporting, ensuring all apportionment claims are supported by verified evidence of student learning.
- The Student Services Department and Business Office jointly review apportionment documentation to ensure integrity, accuracy, and compliance prior to submission.

These procedures align with Excelsior's ongoing commitment to transparency, accountability, and responsible fiscal stewardship.

ECS operates a comprehensive and compliant independent study program designed to meet the diverse needs of students while maintaining rigorous accountability and alignment with all requirements of California Education Code §§51747 and 47612.5(b).

Each student participating in independent study will have a Written Learning Agreement (WLA) that clearly outlines expectations, instructional methods, academic goals, and support structures. These agreements are implemented and monitored in alignment with Excelsior's mission of

“Together, preparing students to be successful adults.” The processes described below are reviewed annually and verified through the school’s independent audit and internal compliance checks.

Each Written Learning Agreement (WLA) is completed collaboratively by the student, parent/guardian, and the supervising credentialed teachers with their Counselor or Educational Advisor during their enrollment intake appointment, prior to the start of the student’s independent study start date. Agreements are signed in person and stored securely within Aeries, Excelsior’s student information system, ensuring full accessibility for internal review and audit verification.

All WLAs include the elements listed below:

- Manner and Time: Students submit daily assignments through Canvas, the school’s learning management system.
- Frequency and Place: Students complete work in Canvas for each assigned course daily. Students who participate in non-classroom-based instruction and their parent/guardian meet with their Educational Advisor every 4 weeks in-person or via virtual Zoom meeting to review progress during an “Educational Team Meeting”. Students who participate in classroom-based instruction attend their in-person or virtual Zoom classes as scheduled and meet with their school site Counselor twice annually to review progress. Quarterly progress reports from Aeries are issued to communicate student progress or assigned courses for all students. Semester report cards from Aeries are issued to communicate student mastery of assigned courses for all students.

Each WLA specifies:

- Learning Objectives: Standards-aligned academic goals derived from California State Standards and Excelsior’s course outcomes.
- Methods of Study: Instructional strategies use Canvas course work, through non-classroom and classroom-based instruction.
- Evaluation Methods: Teachers use formative and summative assessments including STAR Renaissance, CAASPP interims, CTE capstone evaluations, quizzes, and course performance tasks to assess mastery of learning objectives.

Evaluation results are discussed during Educational Team meetings or meetings with the Counselor and recorded in Aeries to guide instruction and intervention.

Each WLA lists the instructional resources and personnel available to support student success, including:

- Credentialed supervising teachers
- Student Chromebook, digital access to curriculum through Canvas, access to a Wi-Fi hot spot as needed.
- Free breakfast and lunch, Specialized Academic Instruction, tutoring, transportation assistance, translation services, mental health and wellness supports, technology assistance, and counseling

- These supports ensure equitable access and alignment to Excelsior's inclusive instructional model.
- Excelsior's Board-adopted Tiered Re-Engagement Policy establishes clear expectations regarding the maximum length of time allowed between assignment and completion, as well as procedures for missed work.
- Excelsior's Tiered Re-Engagement policy states that the maximum length of time allowed between the assignment and completion of a student's assigned work in independent study shall not exceed five consecutive school days.
- A student who fails to submit work for more than 10 consecutive school days, or who does not make satisfactory progress as defined in the Written Learning Agreement, shall be subject to the tiered re-engagement process.

- This process includes teacher and parent outreach, development of a Student Support Plan, and if necessary, referral to the School Attendance Review Board (SARB) for further evaluation.

- The school will then determine whether the pupil should continue in independent study or be referred to an alternative educational program.
- These policies align with EC §51747(a)(5)–(b) and are reviewed annually by the Student Services Department.
- Each WLA clearly defines the beginning and ending dates of independent study participation, which is for one school year. Ed. Code section 51749.6(a)(2) states that "[t]he duration of a learning agreement shall not exceed a school year or span multiple school years."
- Each WLA specifies the number of course credits (for grades 7–12) to be earned upon successful completion of assigned courses. Credits are awarded based on

mastery of standards and time value of work as determined by the supervising teachers, in alignment with Excelsior's instructional program and grading policy.

- Every WLA includes the following statement, as required by EC §51747(c)(7):
- "We understand that independent study is an optional educational alternative that students voluntary select, including student covered under Ca Ed Code sections 48915 and 48917. All Students who chose independent study must be offered the alternative of classroom instruction, and they must have the continuing option of returning to the classroom. As Excelsior Charter Schools is a parent choice independent study program, we understand that returning to the classroom may result in being placed on a workshop waiting list if the class is full. We recognize that we also have the option of returning to our district school of residence."
- This statement is reviewed with each family before the agreement is signed to ensure informed consent and understanding of all educational options.

Each WLA is signed prior to the commencement of independent study by:

- The student
- The parent/guardian, or caregiver (if the student is under 18)
- The credentialed supervising teachers responsible for overseeing and evaluating work.

In-person signature and secure digital recordkeeping in Aeries ensure compliance with state audit requirements. No student begins independent study until all required signatures are complete.

Course of Study

Below is Excelsior's graduation requirements. Attached is Excelsior's District Course Catalog in *Appendix H. District Catalog*

HIGH SCHOOL GRADUATION REQUIREMENTS

***For classes graduating prior to 2029**

Course Requirements

To obtain a diploma of graduation from high school, students shall complete at least the following courses in grades 9 through 12, with each course being one year unless otherwise specified:

ENGLISH ..... 40 credits

9th – English 1…..... 10 credits
10th – English 2…..... 10 credits
11th – English 3…..... 10 credits
12th – ERWC ..... 10 credits

MATHEMATICS ..... 30 credits

*California Education Code specifies that beginning with the graduating class of 2003-04 and each subsequent year, pupils must meet the following minimum graduation requirements for mathematics:

- Required in 9th, 10th, and 11th grade.
- Math Placement Test
- One or a combination of these courses must meet or exceed the rigor of the content standards for Algebra 1.

SCIENCE ..... 20 credits

- Required in 9th, 10th, and/or 11th grade.
- 1-year biological science..... 10 credits
- 1-year physical science ..... 10 credits

HISTORY/SOCIAL STUDIES ..... 30 credits

9th or 10th – World History… ..... 10 credits
11th – U.S. History. ..... 10 credits
12th – American Government ..... 5 credits
12th – Economics ..... 5 credits

VISUAL or PERFORMING ARTS; FOREIGN LANGUAGE; or CAREER TECHNICAL EDUCATION..... 10 credits

PHYSICAL EDUCATION/ HEALTH..... 20 credits

ELECTIVES ..... 70 credits

TOTAL CREDITS REQUIRED..... 220 credits

HIGH SCHOOL GRADUATION REQUIREMENTS

***For the class of 2029 and beyond**

Course Requirements

To obtain a diploma of graduation from high school, students shall complete at least the following courses in grades 9 through 12, with each course being one year unless otherwise specified:

ENGLISH ..... 40 credits

9th – English 1…..... 10 credits
10th – English 2…..... 10 credits
11th – English 3…..... 10 credits
12th – ERWC ..... 10 credits

MATHEMATICS ..... 30 credits

*California Education Code specifies that beginning with the graduating class of 2003-04 and each subsequent year, pupils must meet the following minimum graduation requirements for mathematics:

- Required in 9th, 10th, and 11th grade.
- Math Placement Test
- One or a combination of these courses must meet or exceed the rigor of the content standards for Algebra 1.

SCIENCE ..... 20 credits

- Required in 9th, 10th, and/or 11th grade.
- 1-year biological science..... 10 credits
- 1-year physical science ..... 10 credits

HISTORY/SOCIAL STUDIES ..... 35 credits

9th or 10th – World History… ..... 10 credits
11th – U.S. History..... 10 credits
12th – American Government ..... 5 credits
12th – Economics ..... 5 credits
12th – American Studies…….5 credits

VISUAL or PERFORMING ARTS; FOREIGN LANGUAGE; or CAREER TECHNICAL EDUCATION..... 10 credits

PHYSICAL EDUCATION/ HEALTH..... 20 credits

ELECTIVES ..... 60 credits

PERSONAL FINANCE……..…5 credits

TOTAL CREDITS REQUIRED..... 220 credits

ADDITIONAL GRADUATION REQUIREMENTS:

Beginning with the Class of 2024, in order to graduate from High School a student must also complete **at least one** of the following:

- Complete the UC/CSU A-G requirements with a grade of C or better in all courses
- Complete a CTE Pathway of at least four semesters in the same pathway with a grade of C or better
- Complete at least two Dual Enrollment courses with a grade of C or better (does not include Physical Education or remedial courses)
- Complete an industry recognized certification

Materials, Including Technology

ECS integrates technology purposefully into every aspect of its instructional program to enhance teaching, increase student engagement, and ensure readiness for both college and career pathways as aligned to the classroom and non-classroom based hybrid model. The school's technology infrastructure and instructional resources are fully aligned with state academic standards and assessment requirements, ensuring that all students have equitable access to the tools they need to succeed.

Excelsior's technology plan is directly aligned to its instructional framework and supports the delivery of the California State Standards and the school's data-driven learning model.

Key elements include:

- Integration with Instructional Design:
  Teachers and students use Canvas, Excelsior's learning management system (LMS), as the central hub for assignments, communication, grading, and feedback. Canvas supports standards-aligned instruction across all content areas and facilitates both site-based and independent learning models.
- Support for State Assessments:
  Excelsior's hardware, network, and software systems fully meet the technical specifications for state assessments including:
  - CAASPP (SBAC) for ELA and Math,
  - CAST for Science, and
  - ELPAC for English Learners.
    All testing devices are configured to meet California Department of Education (CDE) assessment security and compatibility standards, including secure browsers and bandwidth capacity for simultaneous testing across multiple campuses.

- Instructional Technology Integration:
  Teachers utilize digital tools such as Goalbook for differentiated learning, Freckle and STAR Renaissance for adaptive formative assessment, and Microsoft Office tools for collaboration and project-based learning. These tools provide real-time data that informs instructional decisions and supports student progress toward Excelsior's exit outcomes.
- Professional Development and Staff Support:
  Excelsior provides ongoing professional learning for teachers and staff focused on effective technology integration, data use, and digital assessment administration. Educational Services coordinates PD sessions, coaching, and peer learning walks emphasizing digital pedagogy and equity in access.

Through these practices, technology functions as both a tool for learning and a bridge connecting instruction, assessment, and student achievement.

ECS provides all students with equitable access to the materials and technology necessary for academic success.

- 1:1 Student-to-Device Access:
  Each student is issued a school-managed Chromebook, achieving a 1:1 student-to-computer ratio across all sites. This ensures that every student, regardless of location or socioeconomic status, has consistent access to digital coursework, instructional software, and online assessments.
- Instructional Materials:
  In addition to digital curriculum, students receive access to grade-appropriate novels, online learning platforms (Canvas, Freckle, Goalbook), and supplemental instructional materials for both core and elective courses. CTE pathway students have access to specialized tools, software, and lab materials required for hands-on industry-based instruction.
- Accessibility and Support:
  Students without home internet access are provided Wi-Fi hotspots, ensuring continuous connectivity for online coursework and state testing. Excelsior's technology support team maintains devices and provides help desk services for students, families, and staff.
- Equity and Inclusion:
  Consistent with the LCAP's equity goals, Excelsior prioritizes the replacement and upgrade of devices for students from underserved populations, ensuring no barrier to participation in digital instruction or assessment.

Excelsior's 1:1 access model, combined with high-quality instructional resources, ensures that all students can fully engage with the instructional program and demonstrate proficiency on state assessments.

Special Education students have access to various adaptive technologies, including built-in tools like select-to-speak for text-to-speech, high contrast mode, screen magnifiers, screen readers, and built-in calculators.

Excelsior's commitment to technology access extends to ensuring digital equity for all students. The school provides one-to-one devices, technical support, and reliable connectivity options for students learning both on campus and remotely.

Technology training for students and families ensures all users can navigate platforms effectively. Digital citizenship and responsible technology use are explicitly taught as part of the instructional program, ensuring students learn to engage safely, ethically, and productively in digital spaces.

Excelsior's instructional program is fully aligned with the Common Core State Standards (CCSS) and the California Model School Library and Educational Technology Standards, which emphasize technology integration, digital literacy, and 21st-century skills. Technology is embedded throughout the curriculum to support critical thinking, creativity, collaboration, and digital citizenship across all grade levels.

All students have access to devices and digital platforms that support research, composition, communication, and innovation. Teachers intentionally design lessons that require students to:

- Use technology to gather, evaluate, and synthesize information.
- Create and present original products demonstrating understanding.
- Collaborate with peers in digital environments such as Canvas and Zoom.
- Engage with adaptive instructional software such as Freckle and STAR Renaissance Learning, which provide personalized feedback and skill progression tracking.

This approach ensures that Excelsior graduates are not only proficient in academic standards but also digitally fluent and college and career ready.

Technology is not an add-on, but a core component of Excelsior's instructional framework. The school's hybrid learning model combines site-based instruction with technology-supported independent learning, allowing for flexibility and personalized pacing. Canvas

serves as the central hub for course delivery, communication, and assessment submission, ensuring consistency across sites and equitable access for all students.

Students engage with digital learning in multiple modalities, through interactive lessons, video-based instruction, collaborative projects, and performance tasks, all of which align to Common Core's emphasis on higher-order thinking and application of knowledge.

ECS leverages a comprehensive system of digital assessments to monitor progress, inform instruction, and drive continuous improvement. These assessments are fully aligned to state standards and integrated into the instructional cycle through regular use of:

- STAR Reading and Math Assessments: Administered digitally to provide immediate feedback and adaptive diagnostics. Data is analyzed by teachers and PLC/TEAMs to guide differentiation and intervention.
- CAASPP Interim and Summative Assessments: Delivered online through the state testing platform, these assessments measure student progress toward Common Core mastery. Results are analyzed quarterly to inform curriculum pacing and reteaching priorities.
- Local Digital Assessments: Teachers use formative tools embedded in Canvas and Freckle to track comprehension and mastery on an ongoing basis.

These systems create a culture of data-informed practice, where student performance informs every layer of instructional decision-making from classroom strategies to site-level planning. Educational Services works with the leadership team to compile dashboard data quarterly to monitor progress toward LCAP goals, providing leadership teams with actionable insights to guide coaching, professional development, and resource allocation.

ECS maintains a robust professional learning system designed to build educator capacity in effective technology integration, digital assessment literacy, and data-driven instruction. Professional development is ongoing, job-embedded, and aligned to both the Common Core technology standards and the school's instructional goals.

Key components include:

- Teacher TEAM Meetings (PLCs): Regular collaboration time for analyzing digital assessment data (STAR, CAASPP interims), reviewing student work, and refining instructional technology practices.

- Instructional Coaching: Site-based coaches and Educational Services leaders provide modeling, co-teaching, and feedback on effective digital learning strategies and platform use (Canvas, Freckle, CAASPP).
- Leadership PD: Principals and instructional leaders engage in professional learning focused on digital equity, assessment calibration, and technology-enhanced student engagement.
- Cross-Site Collaboration: Peer-to-peer learning walks, including observations of digital instruction and hybrid learning models, allow educators to share best practices in real time.

Through these structures, teachers continually strengthen their ability to integrate technology meaningfully into instruction and to use digital tools to monitor student progress toward standards mastery.

Instructional Minutes: Academic Calendar and Bell Schedule

Excelsior Charter Schools implements a comprehensive blended learning model that provides students with flexible instructional options, including in-person attendance, virtual participation through platforms such as Zoom, and independent study programs.

The academic year consists of 177 instructional days, with observance of all federal holidays. Excelsior's Fall, Thanksgiving, Winter, and Spring breaks are aligned with those of local school districts to support consistency for families.

As an independent study charter school operating a blended/hybrid program, Excelsior's instructional days are measured by the completion of assignments rather than daily instructional minutes or hours, in accordance with California Education Code §47612.5.

Mondays are designated as independent learning days, during which students complete coursework and assignments through the Canvas learning platform or come to campus for targeted intervention. On Tuesday through Friday, students engage in daily instruction based on their chosen instructional mode. The campus schedules include a 30-minute lunch period and 5-minute passing periods between classes to support student well-being and effective transitions.

Appendix O – Master Bell Schedule
Appendix U_- Student Calendar

Annual Goals

Excelsior Charter Schools has established clear, measurable annual goals aligned with California Education Code §52052 and applicable to all students in grades 7-12. These goals focus on access and equity, academic achievement, and student engagement to ensure that every pupil—particularly those in identified subgroups—receives equitable educational opportunities and support.

- Goal 1: Access and Equity
  Ensure all students have equitable access to qualified teachers, safe and well-maintained facilities, and sufficient instructional materials and technology. This goal supports foundational learning conditions and prioritizes Foster Youth, English Learners, and Socioeconomically Disadvantaged students.
- Goal 2: Academic Achievement and College/Career Readiness
  Provide a rigorous, equity-based academic program that improves outcomes in English Language Arts, Mathematics, and College/Career Readiness. Targeted supports are in place for English Learners, Students with Disabilities, Socioeconomically Disadvantaged students, Foster and Homeless Youth, and African American students.
- Goal 3: Student and Family Engagement, Climate, and Wellness
  Foster an equity-centered, safe, and supportive school environment that promotes student engagement, family participation, and wellness. This includes expanding extracurricular and wellness programs, improving communication, and strengthening re-engagement systems for all students, with emphasis on Foster Youth, English Learners, and Low-Income students.

Collectively, these goals ensure that Excelsior Charter Schools' educational program addresses the needs of all pupils and each subgroup through equitable access, academic excellence, and a supportive learning climate across all campuses.

Excelsior Charter Schools (ECS) aligns its annual goals with the state priorities identified in Education Code §52060(d) and the Local Control and Accountability Plan (LCAP). These goals reflect the network's mission to provide flexible, personalized, and college- and career-focused learning opportunities for students in grades 7–12, while addressing the needs of all student subgroups.

Goal 1: Access and Equity
Aligned State Priorities:

- Priority 1 – Basic Services (Teacher Credentials, Instructional Materials, Facilities)
- Priority 2 – Implementation of State Standards
- Priority 7 – Course Access

Description and Annual Actions:
ECS will maintain equitable learning conditions through fully credentialed teachers, high-quality instructional materials, and safe, well-maintained facilities. Annual actions include:

- Conducting facilities and materials audits to ensure compliance with Williams standards.
- Hiring and retaining highly qualified teachers, including those credentialed in Independent Study and CTE.
- Expanding technology infrastructure and device access for all students.
- Implementing staff wellness and retention initiatives to sustain instructional quality.
- Convening an AI Committee to establish responsible, equitable use of artificial intelligence tools in instruction and operations.

Goal 2: Academic Achievement and College/Career Readiness
Aligned State Priorities:

- Priority 4 – Pupil Achievement
- Priority 8 – Pupil Outcomes
- Priority 7 – Course Access

Description and Annual Actions:
ECS will deliver rigorous, data-informed instruction aligned to state standards, focusing on equitable outcomes in English Language Arts, Mathematics, and College/Career Readiness. Annual actions include:

- Implementing adaptive platforms such as Freckle, Accelerated Reader, and Goalbook for differentiated instruction.
- Providing professional learning in Universal Design for Learning (UDL) and data-driven instructional practices.
- Expanding College and Career Readiness opportunities through CTE pathways, internships, and dual enrollment partnerships.
- Offering intervention and re-engagement supports for English Learners, Students with Disabilities, and other historically underserved groups.
- Integrating visual and performing arts as part of a holistic academic experience.

Goal 3: Student and Family Engagement, Climate, and Wellness

Aligned State Priorities:

- Priority 3 – Parent Involvement
- Priority 5 – Pupil Engagement
- Priority 6 – School Climate

Description and Annual Actions:

ECS will create an inclusive, safe, and supportive learning environment that fosters engagement, belonging, and wellness. Annual actions include:

- Expanding extracurricular and enrichment programs to support student engagement.
- Implementing a tiered re-engagement and attendance system with proactive interventions.
- Enhancing school-home communication and family involvement through events, surveys, and advisory committees.
- Strengthening PBIS implementation and social-emotional learning supports across campuses.
- Providing wellness resources for students and staff to promote mental and emotional health.

Additional Priorities – Unique to the Excelsior Program

Excelsior's independent study and blended learning model requires additional, tailored goals and actions beyond state priorities:

- Personalized Learning: Maintain individualized learning plans supported by credentialed teachers and digital tools.
- Flexible Access to Instruction: Expand hybrid and online opportunities to meet diverse student needs.
- Work-Based Learning: Partner with local industries to increase real-world experiences and CTE alignment.
- Innovation and AI Integration: Utilize technology responsibly through the ECS Artificial Intelligence Committee to enhance instructional efficiency and engagement.

ECS has identified focused, measurable annual actions to advance its goals in the areas of Access and Equity, Academic Achievement and College/Career Readiness, and Student and Family Engagement, Climate, and Wellness. These actions directly support all pupils

and subgroups (including English Learners, Students with Disabilities, Socioeconomically Disadvantaged students, Foster Youth, and Homeless Youth) across grades 7–12.

Goal 1: Access and Equity

Purpose: Ensure equitable access to qualified staff, instructional materials, and safe, well-maintained facilities to provide all students with a strong foundation for learning.

Annual Actions:

- Conduct annual Williams compliance reviews to verify access to instructional materials and facility maintenance.
- Recruit, train, and retain highly qualified, credentialed teachers, including support for Independent Study and CTE instructors.
- Provide technology access and digital literacy support through device distribution and infrastructure upgrades.
- Implement staff wellness programs to enhance retention and school culture.
- Maintain an AI Committee to establish safe, equitable, and innovative technology practices.

Goal 2: Academic Achievement and College/Career Readiness

Purpose: Improve academic performance, close achievement gaps, and prepare students for college, career, and life success.

Annual Actions:

- Deliver standards-aligned instruction supported by digital platforms such as Freckle, Accelerated Reader, and Goalbook to differentiate learning.
- Offer ongoing professional development focused on Universal Design for Learning (UDL), culturally responsive teaching, and data-driven instruction.
- Expand College and Career Readiness programs, including CTE pathways, internships, and dual enrollment opportunities.
- Strengthen academic intervention systems for English Learners, Students with Disabilities, and other underperforming subgroups.
- Integrate visual and performing arts and project-based learning to deepen engagement and creativity.
- Administer universal screeners and use assessment data to guide placement and personalized support.

Goal 3: Student and Family Engagement, Climate, and Wellness

Purpose: Foster a safe, inclusive, and engaging school climate that supports student well-being and strengthens family-school partnerships.

Annual Actions:

- Implement tiered re-engagement strategies to improve attendance and reduce chronic absenteeism.
- Expand extracurricular and enrichment programs, including clubs, athletics, and arts opportunities.
- Strengthen family engagement through events, surveys, and consistent communication via parent portals and advisory committees.
- Enhance Positive Behavioral Interventions and Supports (PBIS) to promote positive school culture.
- Provide mental health and wellness resources for students and staff, including counseling and peer support initiatives.
- Conduct biannual climate and satisfaction surveys to inform continuous improvement efforts.

Additional Program-Specific Actions
To reflect the unique aspects of the Excelsior program, ECS will also:

- Maintain personalized learning plans tailored to individual student goals and pacing.
- Expand blended and independent study options for flexible, student-centered learning.
- Partner with local organizations to increase work-based learning and community internship opportunities.
- Integrate artificial intelligence tools under guided ethical standards to enhance learning efficiency and innovation.

These specific annual actions provide a structured framework for achieving Excelsior Charter Schools' stated goals. Each action supports the state priorities outlined in Education Code §52060(d) while advancing ECS's mission to deliver equitable, innovative, and student-centered education for all learners in grades 7–12.

Special Needs: Excelsior Will Address the Needs of All Sub-Groups, Including At-Risk Students

Excelsior Excelsior's Student-Centered Approach Will Benefit All Students

Excelsior helps students with special needs succeed through use of a highly personalized independent study model that uses a blended/hybrid learning instructional approach. Extra help supports students to keep pace with class work, and targeted academic interventions address individual learner needs through backfilling academic skills needed

to bring students up to grade level performance (see Student Success Team section below). Teachers participate in professional development to address students' special needs, including those of low achievers, and use a curriculum planning process that prompts for differentiated planning of instruction to address the special needs in their classes. Students are assigned to additional in-person classroom sessions as needed to help close skills gaps or provide students with extra study time to keep up with the curriculum.

Excelsior believes that each student can meet the California content standards, including the CA Common Core State Standards, and work accordingly to achieve these standards. It is anticipated that the academic needs of most students will be met through the core elements of the ECS program.

Student Success Team (SST)

ECS implements a Student Success Team (SST) model as part of its Multi-Tiered System of Supports (MTSS) framework to ensure that every student receives the academic, behavioral, and
social-emotional support necessary to thrive. The SST process serves as an early intervention and
problem-solving model designed to meet student needs within the general education setting.

Students may be referred to the SST process when they are not demonstrating success academically, behaviorally, or socially-emotionally, despite high-quality, Tier 1 instruction and supports. Referrals may come from a teacher, counselor, parent/guardian, or school administrator.

The SST team typically includes the student's teacher(s), a school administrator or designee, the parent/guardian (whenever possible), and other relevant staff such as a counselor, special education teacher, or support personnel who work directly with the student. The team reviews available data, identifies barriers to learning, and develops targeted interventions and supports aligned to the MTSS framework.

Process

- **Referral and Data Review:**
  The referring staff member submits relevant data such as attendance, assessment

results, grades, and behavioral observations. The SST team reviews these data points to identify trends and areas of concern.

- **Meeting and Intervention Planning:**
  The SST team meets to discuss the student's strengths, challenges, and contributing factors to current performance. Together, the team develops an intervention support plan, outlining clear goals, evidence-based strategies, and specific interventions.
- **Implementation and Monitoring:**
  The team implements interventions within the general education classroom and documents the student's response over a defined period. Progress is reviewed regularly, typically every 4–6 weeks, and adjustments are made as needed.
- **Evaluation and Next Steps:**
  If the student continues to experience significant difficulties despite Tier 2 and Tier 3 interventions, and data indicate a possible disability, the SST may recommend a referral for formal evaluation for special education services in accordance with IDEA and California Education Code.

Continuous Improvement and Staff Development

ECS maintains a commitment to continuous improvement in supporting students. School teams review SST outcomes regularly to ensure interventions are effective and equitable across all student groups. Staff receive ongoing professional development in the MTSS framework, data-driven decision-making, and evidence-based instructional and behavioral strategies to support student success in both general education and intervention settings.

Examples of Targeted Supports

- Depending on the student's identified needs, interventions may include:
- Small group or one-on-one targeted instruction in core subjects (e.g., literacy lab, math lab)
- Check-ins and mentoring from support staff or counselors
- Adjusted instructional materials or pacing to close specific skill gaps
- Tier 2 behavioral supports, including structured routines and positive reinforcement plans
- Collaboration with parents/guardians to support learning at home
- Referral to Tier 3 or specialized services if needed

The SST process ensures that every student receives timely, individualized support designed to address barriers to learning, promote growth, and improve overall academic and social-emotional outcomes.

No child will be excluded from the admissions process or excluded from attending Excelsior due to his/her English language fluency, academic achievement, IEP or suspected disability, or any other factor. Excelsior is committed to serving all students who wish to attend our school and will not discourage parents of students with special needs from applying for admission or enrolling their child.

Incoming students with IEPs will meet with the Special Education team to hold an interim and/or 30-day transfer meeting to discuss and approve the support, accommodation, and modifications that students shall receive when appropriate. If the incoming student is from out of the county or SELPA, a new IEP may be developed, adopted, and implemented.

Meeting the Needs of English Learners

ECS is committed to providing high-quality, equitable instruction for English Learners (ELs) that enables full access to the core curriculum, supports academic language development, and ensures timely reclassification to English proficiency. The program aligns with the California English Learner Roadmap, the California ELD Standards, and federal ESSA Title III accountability requirements.
Excelsior will meet all legal requirements related to English Learners, including identification, annual parent notification, placement, instructional program options, staff qualifications, reclassification, and ongoing program evaluation.

1) Identification of English Learners
Upon enrollment, all students complete a Home Language Survey (HLS). If a language other than English is indicated, the school administers the English Language Proficiency Assessments for California (ELPAC) within 30 days of initial enrollment to determine English proficiency status.

- Initial Assessment (IA): Administered for newly enrolled students with a non-English home language.
- Summative Assessment (SA): Administered annually to all identified English Learners to measure growth in listening, speaking, reading, and writing.

ECS follows all California Department of Education (CDE) requirements for test administration, accommodations, and alternate assessments for students with

disabilities. Parents are notified of their child's English proficiency level, placement, and program options within 30 calendar days of identification.

All ELPAC results and reclassification records are maintained in Aeries, ensuring accessibility for teachers, administrators, and compliance review.

2) Support for English Learners

Excelsior's hybrid instructional model — combining site-based workshops, independent study, and digital coursework through Canvas — provides flexibility and personalized support for English Learners.

EL students receive both Designated and Integrated ELD instruction:

- Designated ELD: Dedicated daily or weekly instructional time targeting English language development aligned to each student's proficiency level, using the CA ELD Standards as the foundation.
- Integrated ELD: ELD standards are embedded across all content areas, ensuring language development is supported within core academic instruction.

Teachers utilize evidence-based strategies, including:

- Specially Designed Academic Instruction in English (SDAIE)
- Guided Language Acquisition Design (GLAD)
- Explicit vocabulary and academic language instruction
- Visual supports, modeling, and sentence frames
- Collaborative discourse and structured writing tasks

All teachers receive professional development through the Educational Services Department and instructional coaches focused on UDL (Universal Design for Learning), language acquisition, and culturally responsive teaching.

EL progress is monitored monthly through data dashboards, STAR Reading/Math assessments, and ongoing formative measures. Students not making sufficient progress receive targeted intervention, including additional tutoring, small group ELD sessions, or modified independent study assignments.

3) Implementation of the California ELD Standards

Excelsior's ELD program ensures that all ELs develop proficiency in academic English and meet grade-level content standards. The program is aligned with the 2012 California ELD Standards and integrates practices from the EL Roadmap Principles:

- Access to rigorous, standards-based instruction across disciplines.
- Active use of English in meaningful, authentic communication.

- Supportive relationships that promote engagement and confidence.
- Data-driven instruction tailored to each student's needs.

Instruction emphasizes structured speaking, writing, and listening opportunities, and digital resources such as Goalbook and Freckle are used to differentiate instruction and build language fluency.

4) Reclassification of English Learners

Excelsior follows CDE guidelines for reclassification, ensuring a valid, reliable process that reflects multiple measures of student performance.

Reclassification Criteria:

- ELPAC – Overall performance level of 4, with all domains at 3 or higher.
- Teacher Evaluation – Based on class performance, participation, and ELD progress monitoring.
- Parent Consultation – Parent/guardian informed and consulted before reclassification is finalized.
- Academic Performance – "Standard Met" or "Standard Exceeded" on the CAASPP ELA assessment or equivalent local measure (e.g., STAR Reading).

Reclassified students are monitored for four academic years to ensure continued success. Students not making expected progress receive individualized support plans, including targeted intervention or re-entry into ELD services as needed.

5) English Learner Advisory Committee (ELAC)

When the English Learner population at a campus exceeds 21 students, an English Learner Advisory Committee (ELAC) will be established.

The ELAC will:

- Advise site leadership on ELD program design and evaluation.
- Participate in the annual language census and needs assessment.
- Promote family engagement and attendance initiatives.
- Encourage community and parent participation in academic events.

ELAC members receive training to effectively fulfill advisory roles, and their input informs the site and LCAP planning process.

Economically Disadvantaged Students

Excelsior serves a significant population of economically disadvantaged students and ensures equitable access to high-quality instruction, technology, and support services.

1) Identification and Support

Students are identified through state free/reduced-price meal eligibility data and internal needs assessments. Once identified, students and families are connected with appropriate academic, social-emotional, and community-based supports.

2) Instructional and Academic Supports

Economically disadvantaged students benefit from Excelsior's multi-tiered system of supports (MTSS) and instructional design emphasizing:

- Early diagnostic assessments in reading and math.
- Targeted intervention programs using STAR, Freckle, and small group instruction.
- Tutoring and academic mentoring through the Student Success Team (SST).
- Access to 1:1 Chromebooks and Wi-Fi hotspots to eliminate digital inequities.

3) Family and Community Partnerships

Staff collaborate with families to connect them with local resources for housing, food, and mental health support. The school emphasizes family engagement as part of its LCAP Goal 3, ensuring all families are valued partners in student success.

Through personalized instruction, equitable access to technology, and holistic support, Excelsior ensures that economic status is never a barrier to achievement.

Gifted and High-Achieving Students

Excelsior's flexible learning model allows gifted and high-achieving students to move beyond grade-level expectations, pursue interests, and accelerate their learning through individualized academic pathways.

1) Identification

Students are identified through multiple measures, including:

- CAASPP and STAR assessment data
- Report card grades and teacher recommendations
- PSAT and local benchmark results

2) Enrichment and Acceleration Opportunities

- Differentiated Instruction: Advanced assignments, enrichment projects, and depth of inquiry across subjects.
- Leadership Opportunities: Peer tutoring, student ambassador programs, and collaborative projects.
- Concurrent Enrollment: Dual enrollment with local colleges for academic acceleration.
- Advanced CTE Pathways: Specialized electives and certifications to deepen technical mastery.

Teachers receive ongoing professional development in differentiation and student

engagement to ensure that enrichment opportunities are meaningful and challenging.

Students At Risk of Low Achievement

Excelsior's mission-driven commitment to "Together, preparing students to be successful adults" ensures that students who enter below grade level receive the targeted instruction, intervention, and support necessary to thrive academically and personally.

1) Identification

Students are identified as academically at-risk if they:

- Score "Standard Not Met" on CAASPP or local benchmarks.
- Fail to make one year of academic growth.
- Receive multiple D/F marks or are credit-deficient.
- Exhibit low engagement or attendance patterns.

2) Targeted Interventions

Support is coordinated through Excelsior's Multi-Tiered System of Supports (MTSS) and Student Success Team (SST) process. Intervention strategies include:

- Personalized Academic Success Plans.
- Math and Reading intervention courses.
- Tutoring and mentoring support.
- Modified pacing through Canvas and teacher-directed reteaching.
- Tiered Re-Engagement for attendance and participation issues.

3) Monitoring and Accountability

Teachers and site teams use Aeries, Canvas, and data dashboards to monitor academic and behavioral progress. Students not demonstrating improvement are referred to the SST for review and additional intervention.

Excelsior's data systems allow real-time tracking of progress across subgroups, ensuring that interventions are timely, evidence-based, and effective.

Students with Disabilities

ECS complies with all applicable state and federal laws in serving students with disabilities, including, but not limited to the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act. Pursuant to Education Code section 51745(c), students with exceptional needs, as defined in Education Code section 56026, shall not attend Excelsior unless their IEP specifically provides for such participation in independent

study. Furthermore, Excelsior will comply with County guidelines, and all California laws pertaining to special education students. To the maximum extent appropriate, all students with disabilities whose IEP specifically provides for participation in independent study will be fully integrated into the programs of Excelsior, with the necessary materials, services, and equipment to support their learning. The school will ensure that any student with a disability attending Excelsior is properly identified, assessed and provided with necessary services and support. ECS teachers are trained regarding special education laws and policies, as well as strategies for supporting students with special needs.

ECS is its own local educational agency ("LEA") and maintains membership in a Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). Excelsior maintains membership in the Desert/Mountain SELPA, in which Excelsior's current charter (as authorized by San Bernardino County Superintendent of Schools) is currently a member. Excelsior's Superintendent is an active member of the DM SELPA Governance Council. Excelsior continues to comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall continue to utilize appropriate SELPA forms.

ECS may at times request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. ECS may also provide related services through credentialed staff or licensed providers, through private agencies or independent contractors.

ECS is solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by Excelsior shall be accessible for all students with disabilities.

Plan for Students with Disabilities

With support from Desert/Mountain SELPA and other external agencies, ECS pledges to work in cooperation with all relevant local and state agencies to ensure that a free and appropriate education is provided to all students with exceptional needs through the provision of speech services, occupational therapy, physical therapy, and vision, hearing or psychological services as determined in the student's IEP.

ECS provides special education instruction (push-in and pull-out services) and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

ECS provides services for special education students enrolled in Excelsior. ECS follows SELPA policies and procedures as well as utilize SELPA forms in child find to identify and serving students who may qualify for special education programs and services as well as responding to record requests, parent complaints, and maintaining the confidentiality of pupil records.

ECS agrees to promptly respond to all County or SELPA inquiries, to comply with reasonable County or SELPA directives, and to allow the County or SELPA access to ECS students, staff, facilities, equipment and records as permitted by law and as required to fulfill all County obligations under this agreement or imposed by law.

In accordance with federal law, all students with disabilities whose IEP specifically provides for participation in independent study will be fully integrated into the school's programs, with the necessary materials, mandated services, and equipment to support their learning. Excelsior meets all the requirements mandated within a student's Individualized Education Program (IEP). ECS includes all special needs students with non-disabled peers to the maximum extent appropriate according to their IEPs.

Staffing

All special education services at ECS will be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. ECS staff participates in SELPA in-service training relating to special education.

ECS is responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. ECS ensures that all special education staff hired or contracted by ECS are qualified pursuant to SELPA policies, as well as meet all state legal requirements. ECS responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Search and Serve-Child Find

ECS has the responsibility to identify, refer, and work cooperatively in locating ECS students who have or may have exceptional needs that qualify them to receive special education services. ECS implements SELPA policies and procedures to ensure timely

identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

In accordance with federal law, the school plans to participate in a comprehensive "child find" system to identify students who have or may have exceptional needs. Upon the commencement of each school year, all students will be evaluated as a means of general course placement. Students may be evaluated from already available data (i.e. school tests, teacher observations, grades, etc.) regarding the student's progress or lack of progress within the general program. No assessment or evaluation will be used for admission purposes. Through collaboration between the faculty, parents and school leaders, Excelsior will work to identify any students who do not currently have an IEP but may be in need of pre-referral interventions. The Student Success Team will review all referred students as well as student data across sub-groups, classrooms, and more.

If a student enrolls with an existing IEP that specifically provides for participation in independent study, ECS will adopt the IEP, and an IEP meeting will be convened within 30 days.

Referral and Assessment

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. Excelsior's primary internal method for referral for assessment will be the Student Success Team. The parent of any student suspected of needing or qualifying for special education services may also make a referral for an evaluation. Any such parent referrals will be responded to in writing by Excelsior within 15 calendar days. Any Excelsior educational staff member may also directly refer a student for formal assessment to see if he or she may have a disability. ECS may additionally choose to refer a student for services assessment through the provisions of a Section 504 Plan, if appropriate.

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEIA, as provided in Section 1414, Title 20 of the United States Code. Excelsior will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. Excelsior shall obtain parent/guardian consent to assess Excelsior students.

All referrals will be responded to in writing by ECS within 15 days. Parents will receive a written Assessment Plan within 15 days. The parents will be given at least 15 days to provide written consent. The assessment will be completed, and an IEP meeting will be held within 60 days of receipt of the parent's written consent for assessment.

The school Psychologist and case manager (Education Specialist) will be responsible for gathering all pertinent information and sharing such information with all others involved in the assessment. Information gathered will be used as tools to determine the student's disability, eligibility for services, and determining the nature and extent of required services. If needed or requested, an interpreter will be provided for the parent or guardian during the assessment. An Excelsior staff member may serve as the interpreter, if fluent in the parent/guardian's native language and with parent approval. The types of assessments that may be used for determining eligibility for specialized instruction and services will be selected by Excelsior, in collaboration with any hired service providers, and will generally be performed by a qualified psychologist and a nurse if applicable. Those assessments could include, but not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

Unless it conflicts with SELPA policies and procedures, ECS will follow the assessment guidelines below. If a conflict with any of the prior mentioned agency's policies and procedures exist, then SELPA policies and procedures will govern, and ECS will revise these guidelines accordingly (without need to materially revise the charter):

- Parents or guardians of any student referred for assessment must give their written consent for the school to administer the assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- The assessment will be conducted by a professional with knowledge of the suspected disability.
- Multiple assessments will be delivered by qualified professionals to measure the student's strengths and needs;
- Assessments will be delivered without cultural, racial or gender bias;
- Assessment results will be delivered to the parent/guardian in their primary language, and an interpreter will be provided if needed;

- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and
- A multidisciplinary team will be assembled to assess the student, including an education specialist knowledgeable in the area of disability.

Once the assessment is completed, ECS will hold a meeting to review the results of the assessment and determine whether the student qualifies for special education by meeting the criteria for one or more of 13 disabling conditions. This meeting is the initial IEP meeting described in detail below, and Excelsior will give the student parent/guardian the opportunity to participate. Excelsior will be responsible for scheduling, coordinating, and facilitating the IEP meeting.

Development, Implementation and Review of IEP

Every student who is assessed by the school will have an IEP that documents assessment results and eligibility determination for special education services. If the student is deemed eligible for services and the student's IEP specifically provides for participation in independent study, ECS is responsible for providing specialized services according to the student's IEP.

ECS will ensure that all aspects of the IEP and school site implementation are maintained. Excelsior will provide modifications and accommodation (as outlined within each individual's IEP). Students at the school who have IEP's will be served in the Least Restrictive Environment (LRE).

Each student who has an IEP will have an IEP team that oversees the IEP Development, implementation, and progress of the student. Excelsior shall arrange and schedule the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The proposed IEP team at Excelsior will consist of the following individuals:

- School site Administrator or designee, Special Education teacher or coordinator
- The parent or guardian of the student for whom the IEP was developed;
- The student (as appropriate)
- At least one credentialed general education teacher who is familiar with the curriculum or progress appropriate to that student;
- If the student was recently assessed, the individual who conducted the assessment (School Psychologist)

ECS arranges for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist, resource specialist (Education Specialist), and behavior specialist; and shall document the IEP meeting and provide notice of parental rights. Excelsior views the parents as a key stakeholder in these meetings and will make every effort to accommodate parents' schedules and needs so that they will be able to participate effectively on the IEP team. Excelsior will provide an interpreter if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. When available, an Excelsior facilitator or staff member, fluent in the parent's native language, may serve as the interpreter with parent approval. If the parent(s) cannot attend the IEP meeting, the school will ensure his/her participation using other methods, such as rescheduling the meeting, conferencing by telephone, conferencing via Zoom, or meeting at the parent's home. A copy of the IEP and procedural safeguards will be given to the parents in accordance with State law, Excelsior and SELPA policies, as applicable.

Upon the parent or guardian's written consent, the IEP will be implemented by Excelsior. The IEP will include all required components and be written on SELPA approved forms.

The elements of the IEP will include, among any others required by law:

- A statement of the student's present levels of academic achievement and functional performance
- The rationale for placement decisions, including a decision that the student's IEP specifically provides for participation in independent study;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance;
- A description of how the student's progress will be measured and monitored;
- An explanation of the extent, if any, to which the student will not participate in general education;
- Any accommodations and/or modifications necessary to measure the academic achievement and functional performance of the student on state assessments; and
- Transition goals for work-related skills.

IEP meetings will be held according to the following schedule:

- Yearly (Plan Review) to review the student's progress and make any necessary

changes;

- Every three years (Re-Evaluation) to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;
- When a parent or Teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress;
- When an Individual Transition Plan is (ITP) required at the appropriate age;
- When a special education student has been suspended, especially if they demonstrate a pattern of misbehavior, to determine if changes to the IEP are required to address the misbehavior;
- Prior to the expulsion of a student with an IEP, to determine if the student's misconduct was a manifestation of his/her disability, and
- If the parent/guardian, Excelsior staff member, hired service providers, or the student has communicated a concern about the student's progress.

The IEP team will formally review each student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team will also conduct a formal review of the IEP once every three years, in which the student is reassessed, and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

If a parent or staff member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, the IEP Team will have thirty days, not including school vacations greater than five days, to hold the IEP meeting.

Parents will be informed monthly of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP will be an attachment to the general progress report at each of the 4 grading periods. This will serve to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

Excelsior understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all

eligible Excelsior students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

Special Education Strategies for Instruction and Services

For students with exceptional needs, Excelsior's intention is to provide special education services within a full inclusion instructional model with push-in and pull-out support services. Special education students will participate in the general education program to the greatest extent feasible and advisable, with supplemental support and modifications to assist students to keep pace. Appropriate designated instructional services and related services will be provided, consistent with each student's IEP.

ECS believes that students with special needs benefit educationally, socially and emotionally from the opportunity to receive services in this full inclusion model. Education Specialists and paraprofessionals will work in a collaborative model with SELPA staff to ensure that appropriate accommodations are in place and that the learning environment and curriculum are modified in a manner consistent with each student's IEP. The school understands that student progress toward the goals specified in the IEP will be monitored regularly and formally reviewed by the IEP team on at least an annual basis.

ECS provides appropriately designed instructional services and related services consistent with each student's IEP. It is the intent of Excelsior to provide, as appropriate, the continuum of options specified in Education Code Section 56361 through participation in special education programs and services. Teachers and paraprofessionals will work in a collaborative model with special education personnel to ensure that appropriate accommodations are in place and that the learning environment and curriculum are modified in a manner consistent with each student's IEP.

ECS implements and reviews programs and services, including related services, required by its students' IEPs to support the movement of the students into less restrictive environments and increase the interactions of these students with non-disabled students. Excelsior's general program of instruction for students with disabilities shall be responsive to the required sequence of courses and related curricular activities provided for all students in Excelsior. Student discipline and procedures for suspension and expulsions shall comply with applicable federal and state laws and regulations and shall include positive behavioral interventions. School policies and procedures for the manifestation determination process will be reviewed regularly, among other school policies. Excelsior shall conduct staff development so as to enable teachers to support access by students

with disabilities to general education programs. Personnel shall be credentialed and/or licensed consistent with California laws and regulations.

ECS conducts assessment and standardized testing for students with disabilities using state and SELPA guidelines for modifications and adaptations. Students who meet the eligibility guidelines for participation in the California Alternative Assessment (CAA) (or any comparable tests as they may be developed by the California Department of Education) will take that assessment in lieu of the California Assessment of Student Performance and Progress ("CAASPP").

ECS implements all modifications and accommodations of IEPs. In the event that a student's IEP is presented to ECS, and the services outlined in the current IEP cannot be implemented exactly as they are outlined, an interim meeting will be held to make every effort to provide services indicated on the IEP in as like a manner as possible. An additional IEP will be held within 30 days to make any revisions to the student's IEP based on the needs of the student in the new setting.

Reporting

ECS, in collaboration with its service providers, collects and maintains the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Language Learners;
- The number of students provided with test modifications and the types, and the number of students exempted from assessments;
- The settings in which students with disabilities receive their services. The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from Excelsior for students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).
- Meeting dates, plan types, ITP's, 30-day, and initial IEP's (Qualifying and DNQ)

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting will be the responsibility of the Director, Special Education (or his/her designee). The Director, Special Education will ensure that a central file with all special education

evaluation material and IEPs is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. The Director, Special Education will oversee access to these records and will be responsible for ensuring that all providers responsible for the implementation of a student's IEP will have access to a copy of the IEP and will be informed of their specific responsibilities in implementing the IEP.

Due Process and Procedural Safeguards

Parents or guardians of students with IEPs at ECS must give written consent for the evaluation and placement of their child; will be included in the decision-making process when change in placement is under consideration; and will be invited, along with teachers , to all conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents will be acknowledged by the school within five days, after which a meeting between the parents and school will be scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The school will provide the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event that a parent/guardian files a request for a due process hearing or request for mediation, Excelsior will participate cooperatively to resolve the issues. Excelsior shall have sole discretion to settle any matter in mediation or due process. Excelsior shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any Excelsior student necessary to protect its rights.

Parents or guardians also have the right to file a complaint with the CDE or SBE if they believe that the school or SELPA has violated federal or state laws or regulations governing special education.

Section 504 of the Rehabilitation Act

The school understands that its students may have exceptional needs that are not governed by the terms of the federal special education law (IDEA), but who may require accommodations or services pursuant to the terms of section 504 of the Rehabilitation Act

and that the school will be responsible for planning and implementing any such accommodations or services.

A 504 team will be assembled by the principal and shall include the principal (or his/her designee), parent/guardian, the student if needed, a qualified staff member, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team will review the student's existing records; including academic, social and behavioral records, and is responsible for making a determination as to whether an evaluation for 504 services is appropriate. If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the 504 team who will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities.

The 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If, during the evaluation the 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the 504 team.

If the student is found by the 504 team to have a disability under Section 504, the 504 team shall be responsible for determining what, if any, accommodations or services are needed

to ensure that the student receives the free and appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the school's professional staff.

The 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All 504 team participants, parents, guardians, teachers and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's 504 Plan. The Director, Student Services will ensure that teachers include 504 Plans with lesson plans for short-term substitutes and that he/she reviews the 504 Plan with any long-term substitutes. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Other Special Populations

As noted throughout this charter petition and in particular this section, ECS utilizes a student-centered approach in all aspects of instruction, thus we are confident we will meet the needs of every student and help them to succeed.

Element B: MEASURABLE STUDENT OUTCOMES

“The measurable pupil outcomes identified for use by the charter school. "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and aptitudes specified as goals in the school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both school wide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” [Ref. Ed. Code § 47605.6(b)(5)(B)]

Excelsior has clearly defined school wide outcome goals

All students will demonstrate appropriate developmental or age/grade level mastery of State and National standards (see http://www.cde.ca.gov/be/st/ss/ and www.corestandards.org) and aligned with the state’s adopted course of study detailed in California Education Code Section 51220, for grades 7-12.

The Superintendent, Leadership team, and faculty will monitor and support the academic achievement and psychological well-being of the students, with the Board of Directors ultimately responsible for the school’s achievement. The Superintendent and Principal will be held accountable to the Board of Directors for student outcomes, including meeting established state and federal accountability measures.

ECS has established measurable pupil outcomes aligned with the California State Content Standards, Education Code §52052, and the school’s Local Control and Accountability Plan (LCAP). These outcomes apply to all students in grades 7–12 and to each numerically significant subgroup, including English Learners (ELs), Students with Disabilities (SWDs), Socioeconomically Disadvantaged (SED) students, Foster Youth (FY), Homeless Youth (HY), and racial/ethnic subgroups as defined by state accountability measures.

Each outcome is tied to specific assessment methods or tools that measure student mastery, growth, and readiness for postsecondary success. These metrics are used to evaluate performance across academic, engagement, and college/career readiness domains.

1. English Language Arts (ELA)

Measurable Outcome:

Students will demonstrate proficiency and growth in reading comprehension, writing, listening, and speaking aligned with the California Common Core State Standards (CCSS) for ELA.

Subgroups Measured: All students; EL, SWD, SED, FY, HY, and racial/ethnic subgroups.

Assessment Methods and Tools:

- CAASPP (SBAC) – ELA: State-mandated summative assessment administered in grades 7, 8, and 11.
- CAASPP Interim Assessments: Administered through Canvas to provide ongoing progress data.
- STAR Reading: Administered three times per year to monitor reading fluency and comprehension.
- Accelerated Reader (AR): Used to track independent reading progress and vocabulary growth.
- ELA Course Grades and Canvas Performance Analytics: Evaluate standards mastery and consistent academic progress.

Expected Performance:

All students and subgroups will show annual growth in ELA, as measured by CAASPP scale scores and STAR Reading levels, with the goal of reducing the performance gap between ECS subgroups and state averages.

2. Mathematics

Measurable Outcome:

Students will demonstrate mastery of mathematical reasoning, problem-solving, and data analysis consistent with the California Common Core Mathematics Standards.

Subgroups Measured: All students; EL, SWD, SED, FY, HY, and racial/ethnic subgroups.

Assessment Methods and Tools:

- CAASPP (SBAC) – Mathematics: Administered annually in grades 7, 8, and 11.
- CAASPP Interim Assessments: Embedded in Canvas to guide instruction and monitor progress.
- STAR Math: Administered multiple times per year to track growth in numeracy and computation.
- Math Course Grades and Canvas Analytics: Used to assess mastery of standards-based objectives.
- MTSS Progress Monitoring Tools: Identify students requiring Tier 2 or Tier 3 supports.

Expected Performance:
All students and subgroups will demonstrate annual growth on CAASPP and STAR Math assessments, with an emphasis on increasing the percentage of students meeting or exceeding grade-level standards.

2023-2025 CAASPP Achievement Level for Excelsior Charter Schools
The below chart illustrates Excelsior's overall growth in CAASPP ELA and Math performance from 2023 to 2025. This data is from caaspp-elpac.ets.org and includes all students who tested with Excelsior, regardless of enrollment entry date.

Math	2024-25					2023-24					2022-23				
	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded
All Students	55.28%	22.11%	11.64%	10.97%	22.61%	63.24%	22.08%	10.61%	4.07%	14.68%	63.20%	24.06%	9.07%	3.68%	12.75%
7th	50.23%	22.12%	11.52%	16.13%	27.65%	55.87%	25.62%	13.52%	4.98%	18.50%	53.89%	29.94%	12.28%	3.89%	16.17%
8th	57.01%	23.83%	10.75%	8.41%	19.16%	65.47%	19.61%	10.22%	4.70%	14.92%	70.49%	19.13%	5.74%	4.64%	10.38%
11th	59.53%	19.94%	12.90%	7.62%	20.52%	6759.00%	21.72%	8.28%	2.41%	10.69%	64.25%	23.67%	9.42%	2.66%	12.08%

ELA	2024-25					2023-24					2022-23				
	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded
All Students	36.30%	26.50%	26.33%	10.88%	37.21%	32.22%	30.83%	28.14%	8.81%	36.95%	34.71%	27.62%	27.26%	10.40%	37.66%
7th	41.30%	22.74%	26.91%	9.05%	35.96%	32.62%	32.97%	26.52%	7.89%	34.41%	36.23%	28.74%	27.84%	7.19%	35.03%
8th	38.37%	28.60%	24.88%	8.14%	33.02%	36.46%	31.22%	27.07%	5.25%	32.32%	44.81%	26.50%	21.31%	7.38%	28.69%
11th	27.41%	28.57%	27.41%	16.62%	44.03%	26.55%	28.28%	31.03%	14.14%	45.17%	24.58%	27.71%	32.05%	15.66%	47.71%

3. English Language Development (ELD)
Measurable Outcome:
English Learners will make progress toward and achieve English language proficiency, as measured by state and local ELD standards.
Subgroup Measured: English Learners (ELs).
Assessment Methods and Tools:

- ELPAC (Initial and Summative): Measures English proficiency growth in listening, speaking, reading, and writing.
- ELPAC Interim Assessments: Used throughout the year to monitor student progress and inform instruction.
- ELD Course Assessments (Canvas): Embedded assignments and teacher feedback aligned to ELD standards.
- Reclassification Data: Monitored annually to ensure students meet the four criteria for reclassification.

Expected Performance:
ECS aims for at least 50% of English Learners to demonstrate annual progress on the ELPAC and an increase in the reclassification rate, maintaining or exceeding state averages.

2023-2025 English Language Learner Progress
The below chart illustrates Excelsior's ELPI growth from 2023-2025. This data is from the California State Dashboard. Excelsior's framework to support English Language Learners has yielded excellent increase in the number of students making progress toward English Language proficiency.

Year	% Making Progress	Increased	Number of students
2025	61.6%	10.8%	146
2024	50.8%	4.6%	124
2023	46.2%	2.5%	145

4. Science
Measurable Outcome:
Students will demonstrate understanding and application of scientific concepts and inquiry skills aligned with the Next Generation Science Standards (NGSS).
Subgroups Measured: All students; EL, SWD, SED, FY, HY, and racial/ethnic subgroups.
Assessment Methods and Tools:

- California Science Test (CAST): Administered in grades 8 and 11.
- Science Course Grades (Canvas): Track mastery of NGSS-aligned learning targets.
- Project-Based Assessments and Lab Reports: Evaluate understanding of scientific practices and application.

Expected Performance:
All students and subgroups will meet or exceed the state average on the CAST assessment and demonstrate continuous growth in NGSS-aligned science competencies.

2023-2025 CAST Performance

The below chart illustrates Excelsior's overall growth in CAST performance from 2023 to 2025 and the overall growth. This data is from caaspp-elpac.ets.org and includes all students who tested with Excelsior, regardless of enrollment entry date.

CAST	2024-25					2023-24					2022-23				
	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Total Met or Exceeded
All Students	13.24%	66.83%	16.65%	3.28%	19.93%	17.16%	66.92%	13.60%	2.32%	15.92%	17.16%	64.87%	15.45%	2.52%	17.97%
8th	17.40%	62.88%	16.01%	3.71%	19.72%	22.65%	63.81%	11.33%	2.21%	13.54%	27.65%	56.98%	12.57%	2.79%	15.36%
11th	8.08%	72.75%	16.47%	2.69%	19.16%	10.07%	70.86%	16.91%	2.16%	19.07%	11.45%	68.19%	18.32%	2.04%	20.36%
12th	10.71%	57.14%	28.57%	3.57%	32.14%	n/a	n/a	n/a	n/a	n/a	4.88%	77.24%	14.63%	3.25%	17.88%

5. College and Career Readiness

Measurable Outcome:

Students will graduate prepared for college, career, and postsecondary success as measured by the California College and Career Indicator (CCI) and internal ECS metrics.

Subgroups Measured: All students; EL, SWD, SED, FY, HY, and racial/ethnic subgroups.

Assessment Methods and Tools:

- Graduation Rate: Annual review of cohort completion rates.
- A–G Course Completion: Verified through Aeries and reported to CDE.
- CTE Pathway Completion: Measured by course sequence and certification attainment.
- Dual Enrollment Success: Monitored through transcripts and CCGI data.
- College and Career Indicator (CCI): State-reported measure of preparedness.
- Personal Learning Plans (PLPs): Maintained in Canvas and reviewed annually by counselors.

Expected Performance:

Maintain graduation rates above 87% and increase the proportion of students classified as "Prepared" on the CCI through expanded dual enrollment and CTE opportunities.

2023-2025 Graduation and College and Career Readiness Indicator Rates

The below chart illustrates Excelsior's graduation and CCI rates and the progress in these areas. This data is from the Ca State Dashboard.

Graduation Rate

Year	% Gradated	Rate of change
2025	90.9%	Increased 3.6%
2024	87.3%	Decline 3.7%
2023	91%	Increased 2.4%

CCI Rate

Year	% Prepared	Rate of change
2025	38.4%	Increased 5%
2024	33.4%	Decline 3.3%
2023	36.7%	N/A

6. Student Engagement and School Climate

Measurable Outcome:

Students will demonstrate consistent engagement and contribute to a positive, safe learning environment.

Subgroups Measured: All students; EL, SWD, SED, FY, HY, and racial/ethnic subgroups.

Assessment Methods and Tools:

- Attendance and Chronic Absenteeism Data (Aeries): Tracked quarterly.
- Suspension and Expulsion Rates: Reviewed through state and local reports.
- School Climate and Wellness Surveys: Administered annually to students and parents.
- PBIS Fidelity Assessments: Evaluate implementation of positive behavior supports.

Expected Performance:

Maintain chronic absenteeism below 2% and suspension rates below 2%, while improving student and parent survey satisfaction results annually.

ECS's measurable pupil outcomes and aligned assessment tools ensure accountability for all students and each numerically significant subgroup. Using Canvas, Aeries, and state

assessment systems, ECS continuously collects, analyzes, and reports data to drive equity-focused improvement. These measures ensure that every student in grades 7–12 demonstrates growth toward mastery of the California State Content and Performance Standards, graduating ready for college, career, and life success.

ECS ensures that pupil outcomes are directly aligned with the State Priorities outlined in Education Code §52060(d) and articulated through the Local Control and Accountability Plan (LCAP). ECS's outcomes reflect measurable progress across the state's academic, engagement, and school climate indicators, consistent with the nature of its independent study and college/career-focused program serving students in grades 7–12.

2023-2025 Chronic Absenteeism and Suspension Rate

The below chart illustrates Excelsior's chronic absenteeism and suspension rates and the overall improvement in rates from 2023 to 2025. This data is from the Ca State Dashboard.

Chronic Absenteeism

Year	% Chronically absent	Rate of change
2025	0%	Declined 0.5%
2024	0.5%	Declined 1.1%
2023	1.6%	Increased 1.1%

Suspension Rate

Year	% suspended at least one day	Rate of change
2025	2.4%	Declined 0.9%
2024	3.2%	Maintained 0.1%
2023	3.1%	Increased 1.6%

Priority 1: Basic Services (Teachers, Instructional Materials, Facilities)

ECS maintains high standards for qualified teachers, adequate instructional materials, and safe, well-maintained facilities.

- All ECS campuses are Williams compliant and staffed with appropriately credentialed teachers.

- Ongoing facility inspections and technology audits ensure a conducive learning environment and equitable access to resources.
- Outcomes demonstrate 100% compliance with state requirements for basic educational conditions.

Priority 2: Implementation of State Standards

ECS fully implements the California State Standards, ensuring that all students—including English Learners (ELs) and Students with Disabilities (SWDs)—have access to rigorous, standards-aligned instruction.

- Instructional platforms such as Freckle, Accelerated Reader, and Goalbook support differentiated learning.
- Teachers participate in professional learning communities (PLCs) and targeted development in Universal Design for Learning (UDL).
- Student outcomes show consistent growth on state assessments (CAASPP ELA and Math), reflecting alignment to standards-based instruction.

Priority 4: Pupil Achievement

ECS monitors pupil achievement through multiple measures including CAASPP performance, English Learner progress, and College and Career Readiness indicators.

- ECS demonstrated continued growth in both ELA (+10.76%) and Math (+19.94%), with subgroup gains for ELs, SWDs, and socioeconomically disadvantaged students.
- The graduation rate (87.3%) and College and Career Indicator (33.4%) show improving trends aligned with state accountability metrics.
- Pupil outcomes reflect ECS's commitment to closing equity gaps and increasing postsecondary preparedness.

Priority 5: Pupil Engagement

ECS measures engagement through attendance, re-engagement systems, and graduation data.

- Chronic absenteeism decreased to below 1%, and graduation rates remain above 87%.
- Personalized learning plans and flexible independent study options support student persistence and program completion.
- Engagement outcomes align with ECS's mission to meet diverse student needs through individualized learning pathways.

Priority 6: School Climate

ECS prioritizes positive school climate and emotional wellness.

- The suspension rate decreased from 3.1% to 1.5%, with reductions across all subgroups.
- ECS implemented Positive Behavioral Interventions and Supports (PBIS) and expanded student wellness initiatives, improving overall satisfaction and belonging.
- Student and family surveys indicate increasing perceptions of safety and engagement across campuses.

Priority 7 & 8: Course Access and Other Pupil Outcomes

ECS ensures broad access to courses that prepare students for college and careers.

- Students participate in CTE pathways, dual enrollment, and internship programs aligned with regional workforce needs.
- All students have access to A–G courses, arts programs, and technology-integrated instruction.
- These outcomes reflect the charter's mission to prepare students for postsecondary success and lifelong learning.

Through its LCAP-aligned goals and data-driven actions, Excelsior Charter Schools ensures that pupil outcomes directly reflect the eight State Priorities under EC §52060(d). Academic growth, engagement gains, and improved climate indicators demonstrate the effectiveness of ECS's equity-centered, flexible, and college/career-oriented model for students in grades 7–12.

These results affirm ECS's continued alignment with the state's accountability framework and its mission to provide personalized, standards-based education that equips all students for success beyond graduation.

ECS implements a series of focused, measurable annual actions to achieve the goals identified in its Local Control and Accountability Plan (LCAP). These actions are designed to promote equitable access, academic achievement, and student and family engagement for all pupils—especially English Learners (ELs), Students with Disabilities (SWDs), Socioeconomically Disadvantaged (SED) students, Foster Youth (FY), and Homeless Youth (HY)—across grades 7–12.

Goal 1: Access and Equity

Purpose: Ensure all students have equitable access to qualified teachers, safe and well-maintained facilities, and appropriate instructional materials and technology.

Annual Actions:

- Conduct annual Williams compliance reviews to verify teacher credentials, facility conditions, and materials access.
- Recruit, train, and retain highly qualified teachers, including those in specialized areas such as Independent Study and CTE.
- Expand technology infrastructure to ensure 1:1 student device access and digital equity.
- Provide ongoing professional development on state standards and equity-focused instruction.
- Implement staff wellness initiatives to support retention and a positive work climate.
- Convene an Artificial Intelligence (AI) Committee to guide safe and equitable integration of AI tools in teaching and learning.

Goal 2: Academic Achievement and College/Career Readiness

Purpose: Improve student outcomes in English Language Arts and Mathematics, increase college and career readiness, and close achievement gaps among subgroups.

Annual Actions:

- Use adaptive learning platforms such as Freckle, Accelerated Reader, and Goalbook to deliver differentiated instruction.
- Expand College and Career Readiness opportunities through CTE pathways, dual enrollment, and internship programs.
- Provide targeted academic interventions and tutoring for ELs, SWDs, and other underperforming students.
- Implement universal screening assessments to guide placement, monitor progress, and tailor supports.
- Offer professional learning in Universal Design for Learning (UDL), data-driven instruction, and inclusive practices.
- Integrate visual and performing arts and project-based learning to promote engagement and creativity.

Goal 3: Student and Family Engagement, Climate, and Wellness

Purpose: Create a positive, inclusive, and supportive school environment that enhances student engagement, wellness, and family participation.

Annual Actions:

- Implement a tiered re-engagement system to address attendance and chronic absenteeism.

- Expand extracurricular programs and student leadership opportunities across all campuses.
- Strengthen PBIS (Positive Behavioral Interventions and Supports) to promote positive school culture and reduce suspensions.
- Provide mental health and wellness supports, including counseling services and staff training in trauma-informed practices.
- Conduct biannual climate and family surveys to identify needs and improve communication.
- Increase parent involvement through advisory councils, workshops, and school events focused on academic support and engagement.

Additional Program-Specific Actions

Reflecting the unique aspects of the Excelsior program, additional annual actions include:

- Maintaining personalized learning plans for every student through individualized goal-setting and progress monitoring.
- Expanding blended and independent study options to provide flexibility and meet diverse student needs.
- Partnering with local employers, colleges, and community organizations to increase work-based learning opportunities.
- Integrating AI-driven instructional tools under clear ethical guidelines to enhance student engagement and teacher efficiency.

Additional school priorities related to unique aspects of the ECS program, with goals and specific annual actions

Because ECS operates an independent study and blended learning model, the school sustains program-specific priorities that complement the state priorities and our LCAP goals. First, Personalized Learning remains central to the ECS model. Every student maintains a Personal Learning Plan (PLP) in Canvas that sets quarterly benchmarks, aligns course-taking with graduation and CCI pathways, and documents intervention supports. Each year, ECS will review and update PLPs for 100% of students, ensure quarterly benchmark checks in TEAMs (PLC) meetings, and use Canvas analytics to trigger timely Tier 1–3 supports. Annual actions include advisor-led PLP conferences, quarterly progress checks tied to universal screener data (STAR/CAASPP interims), and counselor reviews for students off-track to graduate.

Second, ECS expands Flexible Access to Instruction so students can demonstrate mastery through multiple modalities. All core courses are maintained in Canvas with standards-aligned modules, synchronous and asynchronous options, and clearly posted success

criteria. Annually, ECS will increase the proportion of courses offering hybrid access, monitor weekly student log-ins and module completion rates, and provide digital literacy supports and 1:1 devices. Actions include maintaining common course shells, providing parent/caregiver training on Canvas, and publishing a schoolwide assessment calendar that pairs interim assessments with reteach/extend cycles.

Third, ECS deepens Work-Based Learning and CTE to strengthen college and career readiness aligned to local labor-market needs. Over the charter term, ECS will expand CTE pathways and increase student participation in internships, dual enrollment, and industry certifications. Annual actions include adding pathway-aligned courses, formalizing local industry partnerships, embedding workplace learning tasks in Canvas, and tracking CCI "Prepared" outcomes. Sites will set yearly placement targets, host career events, and coordinate transcripted credit opportunities with college partners.

Fourth, ECS advances Innovation and Responsible AI Integration to enhance instructional efficiency and engagement. Guided by the ECS Artificial Intelligence Committee, the school will publish and annually update AI use guidelines for staff and students, provide professional learning in UDL-aligned AI tools (e.g., feedback generators, language scaffolds), and monitor equity impacts on ELs and SWDs. Annual actions include teacher PD cycles tied to the WASC Action Plan, classroom pilots in ELA/Math for feedback and differentiation, and data reviews comparing outcomes for participating students to site averages.

Finally, ECS sustains Re-engagement and Wellness to match the flexibility of independent study with robust relationship-based supports. The school will continue to operate a tiered re-engagement system that pairs early warning indicators (attendance, login inactivity, assignment non-submission) with rapid outreach, counseling, and flexible scheduling. Annual actions include codifying a 48-hour re-engagement contact window for flagged students, expanding wellness programming and PBIS fidelity checks, and monitoring return-to-engagement rates within two weeks of initial outreach.

School-wide student performance goals over the charter term (attendance, dropout, graduation)

ECS sets multi-year, school-wide targets that align to the LCAP metrics and WASC Schoolwide Action Plan, balancing ambition with our independent study/blended context. Unless noted otherwise, targets apply schoolwide and are disaggregated and monitored for EL, SWD, SED, Foster, and Homeless subgroups.

Attendance & Chronic Absenteeism. ECS will maintain average daily attendance at or above **95%** each year of the charter term. Chronic absenteeism will remain below **2.0%** schoolwide, with interim milestones of **≤1.8% by Year 3** and **≤1.5% by Year 5**. Sites will track weekly engagement metrics in Aeries and Canvas, trigger re-engagement protocols within 48 hours, and review progress in monthly TEAMs meetings to ensure sustained participation across subgroups.

Dropout Rate. ECS will continue to reduce high school dropout while safeguarding re-engagement pathways appropriate to our model. Schoolwide dropout will be **≤8% in Year 1**, **≤6% by Year 3**, and **≤5% by Year 5**, with site-level MTSS teams reviewing early-exit risks, credit accrual, and alternative completion routes (e.g., fifth-year graduation, credit recovery, dual enrollment persistence). Middle school dropout will remain negligible and below state reportable thresholds.

Graduation Rate. Building on the recent 87%+ performance, ECS will maintain a graduation rate of **≥88% in Year 1**, **≥90% by Year 3**, and **≥92% by Year 5**. Annual actions include PLP-based course planning, quarterly credit checks, expanded access to A–G courses and CTE sequences, dual enrollment partnerships, and case management for students requiring accelerated or extended pacing. ECS will also track College and Career Indicator (CCI) "Prepared" status, targeting annual increases through pathway completion, internship participation, and transcripted college credit.

These targets are embedded in our LCAP goal tables and are monitored through WASC's continuous improvement cycles. Progress is reviewed quarterly using CAASPP/ELPAC and STAR growth, attendance and engagement dashboards, discipline and climate indicators, CCI inputs, and graduation cohort tracking. Findings inform mid-course adjustments to instruction, intervention, staffing, and resource allocation to ensure each ECS student is on a clear, supported pathway to graduation and postsecondary success.

ECS curriculum is designed and implemented in accordance with the California Common Core State Standards (CCSS), Next Generation Science Standards (NGSS), and the California History-Social Science Framework.

All academic content is housed within Canvas, Excelsior's common Learning Management System, which ensures that every student has equitable access to standards-aligned curriculum and resources regardless of campus or learning modality. Canvas also provides a consistent platform for curriculum development, collaboration, instructional

delivery, and assessment, supporting fidelity to state standards while promoting innovation and flexibility.
Instructional programs—including Freckle, Accelerated Reader, Goalbook, and Reading Plus—are integrated into Canvas to reinforce access, differentiation, and mastery of California's content and performance standards.

Core Academic Areas and Pupil Outcomes

- English Language Arts (ELA):
  ECS provides standards-based literacy instruction that emphasizes reading comprehension, writing, speaking, and listening skills. Teachers utilize Canvas to design lessons, track progress, and align instruction with state ELA standards. Ongoing assessments using STAR Reading and CAASPP interim tests inform targeted interventions for students performing below grade level. The addition of ELA coaches, structured TEAMs (PLC) collaboration, and reading labs across all campuses further strengthen student outcomes in ELA.
- Mathematics:
  Mathematics instruction aligns with the California Common Core Mathematics Standards, emphasizing conceptual understanding, procedural fluency, and real-world application. All math courses, assessments, and digital resources are maintained in Canvas, providing uniform access to materials and instructional supports. STAR Math and CAASPP interim assessments are used to guide instruction and interventions. Dedicated Math Coaches and MTSS supports enhance instructional consistency and student achievement across grade levels.
- Science and History-Social Science:
  ECS aligns its Science curriculum to the Next Generation Science Standards (NGSS) and History-Social Science courses to the California History-Social Science Framework. Instruction emphasizes inquiry, analysis, and critical thinking through project-based learning, cross-disciplinary applications, and digital lab simulations, all facilitated through Canvas to ensure equitable access and consistent alignment to standards.
- College and Career Readiness:
  ECS supports the California College and Career Indicator (CCI) through dual enrollment, A–G approved coursework, and Career Technical Education (CTE) pathways. Courses in areas such as Arts and Digital Media, Marketing, Education, and Cybersecurity provide rigorous, standards-aligned instruction and industry-relevant skills. All college and career resources, pathway syllabi, and assessments are available within Canvas, ensuring accessibility and alignment with state outcomes.

Excelsior affirms its commitment to ensuring that all students develop essential benchmark skills and specific classroom-level competencies that lead to mastery of state standards and long-term success. These skills are intentionally embedded within the school's instructional framework, reflecting the vision of "Together, preparing students to be successful adults."

Benchmark skills represent key academic and developmental milestones that indicate students are progressing toward grade-level mastery and college and career readiness. Excelsior systematically assesses and monitors benchmark skill growth through:

- STAR Reading and Math assessments, administered two to three times per year to measure progress toward state proficiency and grade level benchmarks.
- CAASPP interim and summative assessments, used to evaluate student mastery of Common Core standards and inform instructional adjustments.
- Ongoing formative assessments within the classroom, providing real-time data to teachers for targeted interventions and enrichment.

These benchmark checkpoints allow teachers to identify learning gaps early, differentiate instruction, and ensure students remain on a clear pathway to mastery and graduation.

At the classroom level, Excelsior's instructional design ensures that students develop specific academic and cognitive skills aligned to both content standards and life readiness. Instruction emphasizes:

- Critical thinking, communication, collaboration, and creativity — the four pillars of 21st-century learning.
- Academic language and literacy development across all subjects, particularly for English Learners.
- Technical and digital literacy, enabling students to navigate and create within digital platforms confidently.
- Self-management, goal setting, and reflection, helping students take ownership of their learning.

Teachers use clear learning objectives, rubrics, and performance tasks to help students understand expectations and measure their own progress. These practices ensure that every student builds the foundational and applied skills necessary for post-secondary and workplace success.

Benchmark and classroom-level skill development are continually supported through the PLC/TEAMs process. Teachers collaboratively review data, align instruction to standards, and design interventions to meet individual needs. The Educational Services Department monitors benchmark progress across all sites using quarterly data dashboards, ensuring accountability, equity, and consistent growth for all student subgroups.

Through this comprehensive and data-driven approach, ECS ensures that students consistently build the academic, technical, and interpersonal skills that prepare them for life beyond high school fulfilling the school's vision of "Together, preparing students to be successful adults."

Excelsior Charter Schools' exit outcomes are purposefully designed to reflect and advance the school's mission of "Together, preparing students to be successful adults." This mission guides every aspect of the educational program, from instructional design and assessment systems to the development of college, career, and life readiness skills. Excelsior's exit outcomes define the knowledge, skills, and personal competencies that every student is expected to master prior to graduation and serve as measurable expressions of the mission in action.

Excelsior's mission emphasizes *collaboration, preparation, and lifelong success*. The school's exit outcomes ensure that each graduate is equipped with the academic proficiency, technical skills, and personal attributes necessary to thrive beyond high school.

Students who complete Excelsior's program will:

- Demonstrate academic mastery of the California State Standards, meeting or exceeding grade-level expectations in core content areas.

- Exhibit critical thinking and problem-solving skills that allow them to make informed decisions and approach challenges creatively.
- Communicate effectively through reading, writing, speaking, and digital literacy.
- Engage responsibly and collaboratively within diverse communities and workplaces.
- Demonstrate career and college readiness through successful completion of CTE pathways, dual enrollment, and postsecondary planning.
- Show personal growth and resilience, reflecting Excelsior's whole-student commitment to social-emotional wellness and perseverance.

These outcomes collectively define what it means to be a "successful adult" who is academically capable, professionally skilled, and socially responsible.

Excelsior's instructional design is built upon three core principles: Universal Design for Learning (UDL), data-driven differentiation, and inclusive, flexible learning pathways. Each of these principles directly supports the attainment of exit outcomes.

- Universal Design for Learning (UDL):
  Instruction is intentionally designed to provide multiple means of engagement, representation, and expression. This ensures that all students — including English Learners, students with disabilities, and advanced learners — can access and demonstrate mastery of exit outcomes. Goalbook implementation supports IEP-aligned instruction and equitable access to rigorous coursework.
- Data-Informed Instruction:
  Teachers use STAR Reading and Math, CAASPP interim assessments, and course-level performance data to monitor progress toward exit outcomes. Data review cycles within TEAMs/PLCs allow staff to identify learning gaps, adjust instruction, and celebrate growth, ensuring continuous alignment between instructional practices and outcome targets.
- Flexible, Career-Connected Learning Pathways:
  Excelsior's hybrid instructional model and diverse learning environments (classroom and non-classroom based, dual enrollment, and CTE pathways) support the mastery of both academic and applied skills. Students engage in authentic learning experiences that connect classroom instruction to real-world applications.

Support for Diverse Learners

ECS is committed to closing equity gaps and ensuring that all student subgroups identified under Education Code §52052 demonstrate growth and proficiency in state standards:

- English Learners: Structured ELD instruction, embedded ELD standards in core courses, and targeted ELPAC preparation bootcamps are delivered through Canvas to ensure consistency and access. Reclassification rates have improved from 9.5% to 12.7% through sustained instructional alignment and data monitoring.
- Students with Disabilities: Teachers utilize inclusive instructional strategies and tiered interventions (MTSS) within Canvas, ensuring that accommodations and modifications are accessible across all subjects.
- Socioeconomically Disadvantaged, Foster, and Homeless Youth: Canvas provides a stable, flexible instructional platform that mitigates barriers to attendance and

supports academic continuity, ensuring equitable participation and mastery of standards.

Element C: STUDENT PROGRESS MEASUREMENT

The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent

practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card." [Ref. Ed. Code § 47605.6(b)(5)(C)].

Mandated State Assessments

- *Assessment tools that include all required state and federal assessment (SBAC, ELPAC, etc.) for purposes of accountability*

ECS administers all required assessments to ensure compliance with state and federal laws and to accurately measure student achievement and progress across subgroups. These include:

- CAASPP / SBAC (Smarter Balanced Assessment Consortium): Measures student mastery of Common Core State Standards in English Language Arts and Mathematics for grades 7, 8 and 11.
- California Science Test (CAST): Administered to students in grades 5, 8, and once in high school to measure mastery of Next Generation Science Standards (NGSS).
- ELPAC (English Language Proficiency Assessments for California): Administered annually to assess English Learners' proficiency in listening, speaking, reading, and writing.
- Initial ELPAC: Given to newly enrolled students whose primary language is not English to determine language classification.
- Physical Fitness Test (PFT): Administered in grades 7 and 9, measuring physical health and wellness standards.
- California Alternate Assessments (CAA): Provided to eligible students with significant cognitive disabilities to ensure access to state standards through alternate means.

Results from these assessments are analyzed annually through a collaborative effort lead by the Educational Services team and recorded through the LCAP and WASC processes to

guide instructional action planning, evaluate program effectiveness, and report accountability data.

Ongoing Monitoring of Student Progress to Inform Implementation of Instructional Program

- *A variety of alternative assessment tools, including tools that employ objective means of assessment consistent with the measurable pupil outcomes.*

Recognizing that students demonstrate mastery in diverse ways, ECS employs a variety of alternative assessment tools that measure learning through both quantitative and qualitative evidence. These include:

- Portfolio Assessments: Compilation of student work samples demonstrating mastery of standards over time.
- Performance-Based Assessments: Lab experiments, oral presentations, and CTE project demonstrations evaluated against clear rubrics.
- Benchmark Assessments: STAR Renaissance and CAASPP interims administered throughout the year to provide objective data on growth and proficiency.
- Canvas Assessments: Common formative assessments aligned to course standards and evaluated collaboratively within PLC/TEAMs.
- Digital Assessments: Canvas-based quizzes, Freckle practice modules, and Goalbook progress tracking for IEP goal attainment.

These tools allow educators to triangulate data from multiple sources, ensuring a balanced view of student achievement that includes both standardized measures and authentic demonstrations of learning.

Assessment Design

- *At least one assessment method or tool listed for each of the exit assessments*

To ensure students meet Excelsior's exit outcomes and graduate are prepared for success, the school utilizes a range of assessment methods that provide valid and reliable data. At least one assessment method or tool is identified for each core exit area:

Exit Outcome Area	Assessment Tools/Methods

Academic Proficiency (ELA/Math/Science)	CAASPP Summative Assessments, CAST, STAR Renaissance Reading and Math, Performance Tasks
College & Career Readiness	CTE Capstone Projects, Dual Enrollment Course Grades, Career Technical Assessments, A–G Completion Tracking
Language Development (EL Students)	ELPAC Annual Summative Assessment
Civic and Social-Emotional Development	Student Reflections, School Climate Surveys, and Counseling , Educational Advisor, and Education Specialists Progress Notes
Postsecondary Planning	CaliforniaColleges.edu Milestones, FAFSA/Dream Act Completion Rates, Senior Exit Interviews

These assessments collectively measure student progress toward Excelsior's mission-aligned outcomes — academic achievement, readiness for college and career, and personal growth as responsible, successful adults.

- *Chosen assessments are appropriate for standards and skills the charter school seeks to measure*.

All assessment instruments used at Excelsior are carefully selected to align with the standards and skills the school seeks to measure. Excelsior uses only state approved, local assessments.

- Assessments are standards-based, directly aligned to the California State Standards and Next Generation Science Standards.
- State approved tools such as STAR Renaissance and CAASPP interims provide vertically scaled data to monitor longitudinal growth.
- Performance and project-based assessments align with Excelsior's emphasis on college, career, and technical skill development.
- Assessment rubrics are calibrated to ensure consistency, objectivity, and equitable evaluation across all student groups.

Educational Services oversees assessment administration, data review, and professional development to maintain validity, reliability, and alignment across all sites. Data cycles are reviewed quarterly within Professional Learning Communities (PLCs) to inform instruction, interventions, and continuous improvement planning.

Use and Reporting of Data

ECS employs a data-driven cycle of assessment, reflection, and improvement to ensure ongoing progress toward mastery of state standards:

- Formative assessments (STAR, CAASPP interim, and ELPAC) embedded in Canvas guide instructional adjustments and reteaching.
- Summative assessments (CAASPP, CCI, Graduation Rate) provide evidence of student mastery and inform annual LCAP goal-setting.
- Regular TEAMs (PLC) meetings, leadership reviews, and LCAP/WASC monitoring ensure that instructional practices remain aligned with standards, responsive to data, and focused on continuous growth.

Through comprehensive alignment with the California State Content and Performance Standards, ECS ensures that all curriculum, instruction, and assessment—delivered through the Canvas Learning Management System—promote equitable access, consistent quality, and measurable achievement in all core academic areas. This integrated, standards-based approach prepares all students in grades 7–12 to graduate ready for college, career, and lifelong success.

These goals and Excelsior's progress toward the goals will be communicated with the entire school community annually. Achievement of these goals will be measured by, among indicators, student transcripts and standardized test scores, benchmark assessments, and ongoing formative and summative assessments (publisher-supplied, teacher created and online) throughout the year.

To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card [Ref. Ed Code 47605.6(b)(5)(C)].

Facilities

ECS operates seven campuses throughout San Bernardino County, serving students in grades 7 through 12. Utilizing a blended learning model, Excelsior provides families with flexible instructional options, including in-person attendance, virtual participation through platforms such as Zoom, and independent study programs.

Excelsior Charter Schools takes great pride in ensuring that all campuses are clean, safe, and highly functional for students and staff. Each campus offers clean, climate-controlled classrooms, common areas for student socialization opportunities, and food distribution and consumption areas.

Barstow
1497 State St.
Barstow, CA 92311
North Victorville
18000 McCoy Cir.
Victorville, CA 92394
Ontario
4550 Ontario Mills Pkwy.
Ontario, CA 91764
Phelan
4083 Phelan Rd.
Phelan, CA 92371
Redlands
1145 Church St.
Redlands, CA 92374
San Bernardino
444 W. Rialto Ave.
San Bernardino, CA 92401
Victorville
18422 Bear Valley Rd.
Victorville, CA 92395

Each facility adequately supports the anticipated needs of the school for the duration of the charter term. If a material revision becomes necessary, Excelsior Charter Schools will comply with the requirements set forth in Education Code §47605.6(a)(3).

All ECS facilities meet applicable building codes, adhere to health and safety regulations, and are fully compliant with the Americans with Disabilities Act (ADA). Excelsior maintains ongoing compliance in these areas through routine internal evaluations and required municipal inspections. Additional security measures such as metal detectors, bag inspections, and staffing for safety monitoring have been implemented to increase student and staff safety while on campus grounds. Safety inspections are completed by district office administration by location, while on-site staff inspect daily to ensure facilities are in good working condition and are in safe repair.

All facilities are privately leased or owned, and ECS does not request the use of authorizer-owned facilities. As such, the authorizing agency will bear no civil liability with respect to the operation, maintenance, or condition of any ECS facility. ECS assumes full responsibility for any potential civil liability arising from the use, occupancy, or operation of its facilities, and will ensure that appropriate insurance coverage is maintained to protect against such liability.

ELEMENT D: GOVERNANCE STRUCTURE

"The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement." [Ref Ed. Code § 47605.6(b)(5)(E)]

Non-Profit Public Benefit Corporation

Excelsior Charter Schools (ECS) is a directly funded independent charter school operated by EEC, which is a California nonprofit public benefit corporation 501(c)(3) tax exempt entity. The EEC Board of Directors has contracted with a separate nonprofit public benefit corporation, Excelsior Charter Group (ECG), to provide the charter school with business and operational services and support, including the staff necessary to provide this support, which include, but are not limited to back office support; human resources; facilities-management; information technology; and new charter/site development.

Members of the EEC Board of Directors, administrators, managers and/or employees, will comply with all applicable federal and state laws, non-profit integrity standards, and applicable rules regarding ethics and conflicts of interest, such as those set forth in the California Corporations Code for nonprofits.

ECS operates autonomously from the County. The County will have supervisory oversight as provided by statute and may perform any other contracted services that may be negotiated between the County and the School. Pursuant to California Education Code Section 47604(c), the County shall not be liable for the debts and obligations of Excelsior, or for claims arising from the performance of acts, errors, or omissions by the school as long as the County has complied with all oversight responsibilities required by law. Excelsior is a separate legal entity from the County and will be solely responsible for the debts and obligations of the Excelsior countywide charter school.

Attached, as *Appendix B,E*,F and incorporated herein by reference, please find the EEC's Articles of Incorporation, Corporate Bylaws, and Conflict of Interest Code.

ECS at all times complies with the terms and requirements of the free schools guarantee of the California Constitution, Article IX, Section 5 and Education Code Section 49010-49013 in all aspects of the ECS program. Under no circumstances shall any student be adversely impacted, in any manner, in admission, registration, offers of course credit or educational activities for financial reasons, including without limitation a failure to make a financial contribution of any kind or for failure to make donations of goods or services, including in-kind or volunteer services, to ECS, nor shall any course credit or privileges related to ECS

education activities be provided in exchange for money or donations of goods or services, including in-kind and/or volunteer services. Any complaints alleging unlawful pupil fees shall be processed by ECS in accordance with Education Code Section 49013 and the Uniform Complaint Procedures.

Conflict of Interest Guarantees

ECS complies with the Brown Act (Government Code §54950 et seq.), and the Public Records Act (Government Code 6250 et seq.), the Political Reform Act (Govt. Code §81000 et seq.) and Govt. Code §1090 et seq.

Local Control and Accountability Plans

ECS will continue to develop, adopt, and annually update a Local Control and Accountability Plan (LCAP) in accordance with Education Code §§ 47606.5 and 52060 et seq. The LCAP will identify goals, actions, and measurable outcomes aligned to the state priorities applicable to charter schools and will include both a three-year plan and annual updates.

The LCAP is adopted by the ECS's governing board on or before July 1 of each year following a process that ensures meaningful stakeholder engagement with parents, students, teachers, and community members. The adopted plan and any updates will be posted publicly and submitted to the charter authorizer and county superintendent of schools as required by law.

ECS complies with all current LCAP transparency, accountability, and reporting requirements under the Local Control Funding Formula (LCFF).

Pupil Board Members

Pursuant to Assembly Bill 824 [2021], the ECS school governing boards may appoint one or more high school pupils as members of their governing bodies in response to petitions from high school pupils enrolled in ECS. ECS has developed policies and procedures for the selection of pupils to serve on the board, including a policy that allows the terms of student board members to be adjusted only in cases where a vacancy occurs or to provide more pupils with an opportunity to serve on that governing board.

Excelsior's board may award a student board member elective course credit based on the number of equivalent daily instructional minutes for the student member's service provided.

Ethics Training

Effective January 1, 2023, board members and other employees designated by the board must now complete the "AB 1234 Ethics Training" every two years commencing on or before January 1, 2026.
Agencies must keep a record of training completion for five years and make it available for public inspection.

Board of Directors

ECS is governed by the EEC Board of Directors, who will maintain active and effective governance in accordance with this charter renewal petition and its adopted corporate bylaws that shall be consistent with the terms of the charter. Currently, the board members (See Appendix C for Board Member bios) are as follows:

Board President, Mrs. Sara Ontiveros
Secretary/Treasurer, Mrs. Navid McCarthy
Board Member, Mrs. Bill Edwards
Board Member, Mrs. Valerie Ruiz
Parent Board Member, Mrs. Jennifer Little

EEC's Board of Directors may include experts in finance, law, business, non-profit management, and more. Board members will be vetted and installed and will carry out the Board duties in accordance with the established corporate articles of incorporation and bylaws *(see Appendix B, E)*. New Directors will be seated on the Excelsior Board in accordance with the corporation's bylaws, to ensure the candidate has appropriate qualifications and commitment to serving on the Board.

Should the provisions of this Charter conflict with the Articles of Incorporation, Bylaws, policies, or practices of the School or the corporation, the provisions of this Charter shall prevail. Excelsior/EEC shall provide written notice to SBCSS of any proposed revisions to the Articles of Incorporation and/or Bylaws no less than three (3) weeks prior to consideration of adoption of the revision(s) by the EEC governing board. Should SBCSS consider the proposed revision(s) to be a material revision to Excelsior's governance structure or Charter, EEC may not formally adopt such revision(s) unless and until the revision(s) is first approved through the process set forth in Education Code section 47607 for material revision to the Charter. Should EEC adopt revision(s) to its Articles of Incorporation and/or Bylaws in accordance with these requirements, it shall provide a final copy of the revised document to SBCSS within three (3) business days of the adoption of

such revision(s).

Excelsior/EEC shall provide to the San Bernardino County Board of Education through SBCSS access to its Governing Board agendas (including all backup materials), and access to agendas (including all backup materials) of any other boards and committees, on or before the date required for posting of such agendas in compliance with the Brown Act.

The number of directors shall be no less than five (5) and no more than seven (7). All directors shall be designated by the existing Board of Directors. All directors shall have full voting rights, including any representative appointed by the charter authorizer under Education Code Section 47604(b).

By the terms of this Charter, the Charter School and EEC are obligated to comply with the requirements of Government Code Section 1090 et seq., the Political Reform Act, the Brown Act, and the California Public Records Act to the same extent as if the Charter School were a non-charter California public school district regardless of any arguments regarding the applicability generally of those laws to California charter schools. In the event that the laws/rules/provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 permit an action or means of taking action that is restricted or prohibited by the other conflict of interest statute's laws/rules/provisions, the most restrictive law/rule/provision shall control.

Directors shall hold office for four (4) years and until a successor director has been designated and qualified. No Board member may serve more than two consecutive terms. After serving two consecutive terms, an individual must take one year off before he or she is able to serve on the Board again.

The officers of this corporation shall be a President, a Vice-President, a Secretary, and a Chief Financial Officer, as may be amended from time to time. The EEC Board of Directors may, at its discretion, form Committees in accordance with its Bylaws and applicable law, to accomplish the objectives and responsibilities of the Board and to ensure that the school achieves its mission and goals.

Neither the Superintendent nor any staff member of Excelsior shall serve on the Board nor vote in Board elections.

Board Meetings and Duties

The Board of Directors will meet at least quarterly during the school year. Additional meetings may be called as necessary. All meetings will be held in accordance with the Ralph M. Brown Act. Agendas for regular meetings will be published in advance and distributed to each member of the Board of Directors and will be posted on the school's website, near the entrances of each school site operated by Excelsior and at the entrance of each school site's main office for public viewing at least 72 hours in advance of scheduled meetings. The schedule for regular Board meetings will also be included in the school's monthly calendar that will be distributed to all parents at the school. Agendas for special meetings will be posted at least 24 hours before the meeting. Copies of Board minutes will be available upon request in the main office of the school. The Board agenda for special meetings will be posted on the school's website, near the entrances of each school site operated by Excelsior and at the entrance of each school site's main office for public viewing at least 24 hours in advance of scheduled meetings.

Meetings shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (California Government Code Sections 54950, *et seq.*), as the same may be modified from time to time, and shall occur within the jurisdictional boundaries of the charter school.

Members of the Board may participate in meetings by teleconference. If the Board elects to use teleconferencing, it shall comply with all provisions of the Brown Act and post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting. Members of the public shall be provided with an opportunity to address the Board directly at each teleconference location.

A majority of the authorized number of directors shall constitute a quorum.

As previously stated, EEC shall comply with the Brown Act. The Board of Directors will attend an in-service for the purposes of training individual board members on their responsibilities with topics to include at minimum Conflicts of Interest and the Brown Act.

The EEC Board of Directors will be fully responsible for the operation and fiscal affairs of Excelsior including but not limited to the following:

- Ensure the school meets its mission and goals;
- Monitor student achievement to ensure progress toward fulfillment of the mission;
- Approve all major contractual agreements;

- Approve and monitor the school's annual budget, budget revisions, and monthly cash flow statements;
- Receive funds for the operation of the school in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the school;
- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Recruit and elect new Board members as necessary and ensure orientation training is provided;
- Participate in fundraising to support the school;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Engage in ongoing strategic planning;
- Approve the schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions as necessary to the County for consideration;
- Approve annual independent fiscal audit and performance report;
- Appoint an administrative panel to hear appeals on recommended student expulsions.

The EEC Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which is not in conflict with this charter or the purposes for which Excelsior is established.

Superintendent

The Superintendent shall embody, advocate, and put into operation the mission, vision and strategic direction of Excelsior. The Superintendent shall have oversight of all aspects of the school's programs, including finance, operations, educational services, student services and strategic planning at Excelsior. The Superintendent shall not be a member of the Board of Directors but shall fulfill the role of the corporation's chief executive officer and shall have general supervision, direction and control over the corporation's business and officers, subject to the control of the Board of Directors. The Superintendent shall have the general powers and duties of management as may be prescribed by the Board of Directors.

At the discretion of the Board of Directors, the Superintendent will hire, supervise, discipline and dismiss Excelsior staff and may, in collaboration with other designated staff, hire, promote, discipline and dismiss staff after consideration of a recommendation by the staff . See *Appendix I: Employee Qualifications* for a detailed job description of the Superintendent.

Parent Involvement in Decision-making

Ed. Code Section 47605(n)
Pursuant to Ed. Code section 47605(n), ECS may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the charter school.

Parents are recognized as essential partners in the effective governance and continuous improvement of the school. The Superintendent or designee shall ensure that parents are meaningfully involved in decision-making processes related to the overall school program through participation in designated committees.

The Committees shall convene regularly to review and discuss strategies for enhancing the educational program, fostering parent engagement, and supporting Excelsior staff. All parents are encouraged to participate in these meetings, which serve as a structured forum for open communication among members of the school community.

Meetings shall include updates on committee activities, parent education initiatives, and opportunities for dialogue and collaboration. Additionally, parent meetings shall provide a venue for obtaining community input regarding the school's Local Control and Accountability Plan (LCAP).

The charter school shall ensure that all parents and guardians of applicant pupils and currently enrolled pupils are informed that parental involvement is not a requirement for admission, continued enrollment, or participation in the educational program.

Notification shall occur through multiple means to ensure accessibility and transparency, including but not limited to:

1. Enrollment Materials – A statement shall be prominently included in all application and enrollment documents indicating that a pupil's acceptance or continued enrollment is not conditioned upon parental participation or volunteer hours.

2. Parent Handbook – The Parent and Student Handbook shall include language affirming that parental involvement, while encouraged, is voluntary and not mandatory for any aspect of enrollment or attendance.
3. Website and Public Postings – The school's website and any public enrollment announcements shall include a clear statement reflecting the school's compliance with Education Code §47605(d)(4) and all applicable nondiscrimination provisions.
4. Orientation and Information Sessions – During student orientations and parent information meetings, school representatives shall verbally communicate that parental involvement is not a condition of enrollment or ongoing attendance.

Organizational Structure

The organizational structure at Excelsior has been designed to ensure that, through ongoing communication and collaboration, the entire school community fully achieves the school's mission. The organizational structure was developed based on the recommendations and best practices of Excelsior Charter School, and other highly successful charter schools and similar organizations and meets all legal mandates.

Appendix R – Organization Chart

Element E: Employee Qualifications

"The qualifications to be met by individuals to be employed by the school." [Ref. Ed. Code § 47605.6(b)(5)(F)].

ECS is committed to recruiting and hiring a community of professionals who are dedicated to the best practices education of all students and the mission of the school.

Qualifications Of Employees

ECS is an equal opportunity employer. ECS does not discriminate against qualified applicants or employees on the basis of race, color, religion, sex, gender identity, gender expression, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

ECS is committed to providing a school that is free from sexual harassment and any other type of harassment based upon such factors as race, sex (including pregnancy, childbirth, breastfeeding and related medical conditions and is not limited to, a decision to use or access a particular drug, device, product or medical service for reproductive health), color, gender, gender identity, gender expression, immigration/citizenship status or related protected activities (which includes undocumented individuals and human trafficking), national origin (which includes but is not limited to, national origin groups and aspects of national origin, such as height, weight, accent, or language proficiency), ancestry, physical or mental disability, medical condition, genetic information, marital status, registered domestic partner status, age, sexual orientation, military or veteran status or any other consideration made unlawful by federal, state or local laws, ordinances, or regulations. Excelsior will implement a harassment policy to prevent sexual and other types of harassment and to immediately resolve any concerns or complaints of a harassment nature, including employee to employee, employee to student, student to student, and student to employee. School staff will be trained on the harassment policy annually.

ECS ensures that all legal qualification requirements will be met for teachers, staff, paraprofessionals and other administrative employees of the school. Each certificated

employee at Excelsior will meet the state licensing requirements for the position that he/she holds. All teachers and staff will be "at-will" employees, in accordance with California law, meaning that the employment relationship can be severed by either party at any time, with or without cause. All employees will be compensated commensurate with their experience and job responsibilities, and will receive benefits, including health insurance and retirement plans, as detailed in Board-approved employment policies which all employees will receive. The number, type, mix and salary levels of each employee are outlined in detail in the financial plan, attached at *Appendix D – Budget & Financial Plan*. Job descriptions, work schedules, compensation, benefits and other terms and conditions of employment will be reviewed and modified as necessary to meet the needs of the school and students.

As detailed in Section IV, below, Excelsior will adhere to all applicable state and federal laws regarding background checks and clearance of all personnel, ESSA and credentialing requirements for teaching staff.

EMPLOYEE CODE OF CONDUCT

ECS provides a written employee code of conduct concerning employee-pupil interaction to parents/guardians each July 1 and will post the code on the school's web site.

District Office Staff:

Job Descriptions, qualifications, and Essential Duties attached as *Appendix I*

- Superintendent
- Assistant Superintendent of Administrative Services
- Assistant Superintendent of Educational Services
- Assistant Superintendent of Student Services
- Executive Assistant
- Director of Educational Services
- Director of Student Services
- Director of Special Education
- Special Education Coordinator
- Curriculum Coordinator

School Site Staff:

Job Descriptions, qualifications, and Essential Duties attached as Appendix T

- Principal
- Assistant Principal
- Administrative Assistant
- Educational Advisor
- School Counselor
- Education Specialist Teacher
- Paraeducator I
- Instructional Associate
- Student Support Specialist

General Requirements, Hiring and Performance Reviews

Prior to employment, each employee will submit to a criminal background check as required by Education Code §44237. Excelsior will adhere to California laws including fingerprinting and prohibitions regarding the employment of persons who have been convicted of a violent or serious felony. Those employees that require a criminal background check and do not have a current background check will be required to undergo such a check through such services as a LiveScan fingerprint process. Excelsior will pay for such services on behalf of its prospective employees. These services will occur where the LiveScan service is offered, which may be located at district, county or local college facilities.

ECS complies with the provisions of the ESSA as they apply to certificated personnel and paraprofessionals.

ECS monitors and be responsible for maintaining records of tuberculosis and criminal investigation clearances, according to California and federal law, for all employees. No employee shall commence employment at the school until he or she has been cleared by the Department of Justice. All employees must furnish or be able to provide:

- Medical clearance for tuberculosis (TB).
- Fingerprinting for a criminal record check. Applicants will be required to provide a full disclosure statement regarding prior criminal record. Prior to employment, the school will process all background checks through the Department of Justice and FBI.
- Documents establishing legal status to work in the United States.

ECS adheres to the ESSA requirements with respect to teachers and paraprofessional employees. Teachers will meet the requirements for employment as stipulated by the

California Education Code section 47605.6(l). Teachers will hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in a non-charter public school would be required to hold. Excelsior will follow guidance issued by the California Commission on Teacher Credentialing as to how to comply with all state and federal requirements governing teacher qualifications and credentialing.

The Principal will have the responsibility of evaluating the performance of the teaching and school site administrative staff as needed. The Board of Directors and Superintendent will evaluate the Principals formally at least once annually.

Hiring Process

ECS seeks staff through postings on the EdJoin website, CA Charter Schools Association job board, teacher recruitment fairs, local colleges and universities, professional publications and through the Excelsior website.

Staff are hired on an application and interview basis, in consultation with teachers and senior staff at the school when appropriate (e.g., department heads/grade level leads). Cover letters, résumés, and letters of reference will be requested and accepted during the application period. Candidates for positions (e.g., teachers) may also be asked to provide written responses to specific questions, such as why they are interested in our school, their educational philosophy, and commitment to student achievement. Candidates may be invited for an in-person interview with the supervisor, Human Resources, and other teachers/staff when feasible and appropriate. Teaching candidates are required to conduct a demonstration lesson for the interview panel. After reference and checks, offers of employment will be made, contingent on final fingerprint and background checks in accordance with applicable law.

Element F: HEALTH AND SAFETY PROCEDURES

"The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include all of the following:

(i) That each employee of the charter school furnish the charter school with a criminal record summary as described in Section 44237.

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (M), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (N) of paragraph (2) of subdivision (a) of Section 32282.

(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.." [Ref. Ed. Code § 47605.6(b)(5)(G)]

ECS has adopted and implements a comprehensive set of health, safety, and security policies, developed in consultation with the school's insurance carriers. The Health and Safety Policy is part of the employee handbook (See *Staff Handbook* Appendix F) and all school staff will be trained annually on safety procedures and emergency response protocols. Training in CPR will also be offered to staff. The policies will be reviewed on an ongoing basis in the school's staff development efforts and governing board policies and is outlined below:

Health, Safety and Security Policies

ECS has a philosophy of taking pride in its practices to ensure the safety, health and well-being of all of our employees. This program serves to outline our commitment to this philosophy and provide guidance to all employees on the standards the company expects its employees to adhere to.

ECS is committed to provide an environment free of harassment and discrimination for our staff and students. The policies are outlined in Excelsior's employee handbook and student handbook.

ECS is a drug/alcohol and smoke free workplace. ECS has also instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. The Injury and Illness Prevention Program is available for review.

Vision/Hearing/ Scoliosis Testing:

Students will be screened for vision, hearing and scoliosis as applicable to Education Code section 49450 *et seq*., as applicable to the grade levels served by the school.

Fires and Other Emergencies:

Each site will have an emergency procedure and an evacuation plan to follow in the event of fire or other disaster. (See *Safety Plan* Appendix I.) Evacuation plans are posted prominently in all rooms of the facility. Exit signs, fire extinguishers, and Defibrillators are located on each floor. First aid kits are located in all rooms. All employees are expected to familiarize themselves with the location of such equipment.

On-the-Job Injuries/Illnesses:

Any job-related injury or illness, regardless of severity, must be reported immediately to an employee's supervisor for prompt medical attention as necessary.

General Safety Rules:

Employees perform a wide range of functions in various locations. Although some safety rules apply only to specific positions, all employees are expected to comply with the rules in this procedure:

- Use common sense in performing duties.
- Report any work injury/illness to supervisor.
- Report unsafe conditions to supervisor or safety committee member.
- Do not use any equipment, vehicles or materials when overly tired, nauseated, feverish or under the influence of any substance that may affect judgment.
- Keep work area neat and tidy.
- Use mechanical devices or request assistance in lifting heavy loads.
- Wear seat belts when operating any company or rented vehicle or driving your own personal vehicle while on company business.
- Do not use tops of cabinets or bookcases for extra storage or displays.
- Assure that aisles or exits are kept clear; do not allow cords to interfere with walkways.
- Keep paper clips, tacks, pins and other objects off the floors.
- Store all sharp objects properly when not in use.

- Open and close doors cautiously and use extra caution at blind hallway intersections.
- Open only one file cabinet drawer at a time to avoid tip-over. Cabinets should also be loaded form bottom to top and emptied in the reverse order.
- Report or clean up all spills immediately.
- Use step stools, platforms or ladders for climbing. Never use chairs.
- Report or replace frayed electrical cords.

Emergency Evacuation Plans and Re-entry:

In any emergency, employees should follow alarms or other alerts to evacuate the building and/or area near the premises. Employees always follow the basic evacuation procedures but remember that personal safety is paramount and takes precedence. Employees will be instructed to:

- Check work area for anything needing to be secured and store it quickly.
- Secure locks on all secured containers and cabinets.
- Leave your work area and report to your designated assembly area.

Administration will coordinate with fire, police or other emergency preparedness personnel to determine when the building may be re-entered.

Improper Health and Safety Practices:

All employees are expected to abide by safe work practices and adhere to general safety rules to ensure their safety as well as the safety of coworkers.

Infractions of school health and safety practices will be dealt with in accordance with the school's policies on discipline and will be based on the following factors:

- Severity of the infraction.
- Whether the infraction endangered only the employee or co-workers.
- Whether the infraction was a first or repeat violation.

In compliance with Proposition 65, Excelsior will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Criminal Background Checks

ECS complies with the provisions of Education Code Section 44237 and 45125.1 regarding the fingerprinting and background clearance of employees, contractors, and volunteers prior to employment and/or unsupervised contact with pupils of ECS. The Principal of the school shall monitor compliance with this policy and report to the Superintendent on a quarterly basis. The school will maintain on file and available for inspection evidence that it has performed criminal background checks for all employees and documentation that vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Superintendent shall also ensure that the school receives subsequent arrest notifications of all individuals subject to background checks from the Department of Justice to ensure the ongoing safety of its students.

Excelsior assures that all staff will be mandated child abuse reporters and will follow all applicable reporting laws.

Facilities Compliance and Safety Assurance

ECS is committed to maintaining facilities that are safe, accessible, and fully compliant with all applicable federal, state, and local regulations. The school will ensure that all buildings continue to meet or exceed current building codes and remain in full compliance with the Americans with Disabilities Act (ADA), providing equitable access for all students, staff, and visitors. Excelsior will also adhere to all relevant fire, health, and structural safety requirements, conducting regular inspections and implementing any necessary improvements to uphold a safe learning environment.

In addition, Excelsior recognizes the importance of compliance with the Field Act and related state safety standards governing public school construction and occupancy. The school will work closely with appropriate agencies, including the Division of the State Architect (DSA), to ensure that all facilities are properly certified and that any new construction, modernization, or renovation projects meet Field Act specifications. Excelsior will maintain ongoing documentation of all compliance measures and inspection reports as part of its facilities management plan, ensuring continued alignment with state and local oversight requirements.

Auxiliary Services

ECS complies with all health and safety laws and regulations that apply to charter schools, including those regarding auxiliary services (food services, transportation, custodial

services, hazardous materials, etc.) and those required by CAL/OSHA, the California Health and Safety Code, and the EPA.

Immunizations, Tuberculosis Testing, and Screening

In accordance with California Code of Regulations, Title 5, Section 11967.5.1(f)(6)(C), Excelsior Charter School shall require immunization of all pupils as a condition of school attendance to the same extent as would apply if the pupils attended a non-charter public school.

ECS complies with all applicable state laws and regulations governing immunizations and health screenings, including Health and Safety Code Sections 120325–120380 and related provisions. The school will maintain confidential immunization records for each student and ensure that no student is admitted or allowed to attend classes until all required immunizations have been received or a valid exemption is provided in accordance with state law.

ECS participates in all required state immunization reporting programs, including submission of annual immunization status reports to the California Department of Public Health or its designee.

ECS follows the requirement of Education Code Section 49406 in requiring that all employees submit to a tuberculosis risk assessment prior to commencing employment and, if risk factors are identified, the employee shall be required to undergo the tuberculosis examination and repeat the examination at least once each four years pursuant to Ed. Code section 49406(b). Employees will select the site for tuberculosis testing and be responsible for the cost of such testing.

ECS directs employees to a site where “Live Scan” will be utilized. This computerized fingerprinting system enables employers to receive reports from the Department of Justice in approximately 72 hours. Employees will not begin work at Excelsior until the fingerprint clearance is received from the Department of Justice.

Complaint Procedures

ECS is committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, or disability. Excelsior also has primary responsibility for ensuring that the school complies with state and federal laws and regulations governing

educational programs. Any complaints alleging unlawful discrimination or failure to comply with state and federal laws and regulations in adult education, consolidated categorical aid programs, migrant education, childcare and development, child nutrition programs, vocational education and special education programs will be reviewed and mediated or investigated by the school.

Any individual, public agency or organization may file a written complaint of alleged noncompliance. Complaints alleging unlawful discrimination must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination. The following is a timeline of the complaint procedures and appeals.

1. Within three days of receiving a written complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation.
2. The compliance officer will hold an investigative meeting within five days of receiving the complaint, or of an unsuccessful attempt to mediate the complaint.
3. The complainant will have the opportunity to provide relevant information during the investigation.
4. Within 30 days of receiving the complaint, the compliance officer shall prepare and send the complainant a written report of the school's investigation and decision.
5. Complainants may also pursue civil law remedies through mediation centers, the county office of education, and public/private interest attorneys.
6. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Governing Board. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the center's initial receipt of the complaint.
7. If dissatisfied with the charter's resolution of a complaint, the complainant has the right to appeal to the California Department of Education within 30 days after the school's report is issued. In a discrimination complaint, the complainant has the right to seek legal remedies (such as court action) when at least 60 days have passed after filing an appeal with the California Department of Education.

Excelsior follows Uniform Complaint Procedures established in Governance Board Policy and in accordance with the California Code of Regulations, Title 5, Section 500 et seq. This policy along with policies to prevent and immediately remediate any concerns about sexual discrimination or harassment, discrimination of any type, or bullying complaints is disseminated annually to students, parents, and employees through the Parent/Student Handbook, Employee Handbook and available on our website through board policy and

parent notification and resources.

School Safety Plan

As required by California Law (Education Code 35294.6), Excelsior has developed and maintains a comprehensive school safety plan relevant to the needs and resources of each school site. Excelsior has developed its comprehensive school safety plan pursuant to the requirements of the relevant Education Code (Education Code 32280-32289.5) and shall review and update the plan annually by March 1. As required, the safety plan includes:

Assessment of school crime data
Mandated Policies and Procedures

- Child Abuse Reporting
- Disaster
- Expulsion
- Notify Teachers of Dangerous Pupils
- Discrimination and Harassment
- Dress Code
- Safe Ingress and Egress
- Safe and Orderly Environment (social and physical climate)
- School Discipline
- Tactical Response to criminal incidents
- Bullying Prevention
- Mental Health Professionals

Excelsior shall update for the 2025 comprehensive safety plans new requirements to include ICP (Instructional Continuity Plan), new rules for active shooter drills, student ID cards new crisis number hotlines, AED location notification.

Health and Safety of Pupils and Staff

ECS ensures the health and safety of all pupils and staff through the implementation of comprehensive health and safety policies and procedures that comply with applicable federal, state, and local laws and regulations, including California Education Code §47605(c)(5)(F).

The ECS Governing Board has formally adopted related policies designed to protect the

well-being of students and employees. Copies of all adopted policies are available for review on Excelsior's website and where appropriate in Excelsior's Parent and Student Handbook and Employee Handbook.

The Health and Safety Policies include, but is not limited to, procedures and policies addressing the following areas:

- Emergency Preparedness and Disaster Procedures as part of the Comprehensive School Safety Plan – Fire, earthquake, lockdown, evacuation, and other emergency responses consistent with Education Code 32000–32004 and Title 5, CCR 11992.
- Child Abuse Reporting – Procedures ensuring compliance with the mandated reporter requirements.
- Employee and Workplace Safety – Cal/OSHA compliance and staff training in first aid, CPR, and injury/illness prevention, consistent with Labor Code 6400 et seq.
- Student Health Services – Immunizations, health screenings, medication administration, and communicable disease prevention in accordance with Education Code 49400–49590.
- Safe Facilities and Operations – Routine inspections and maintenance of buildings, grounds, and equipment to ensure compliance with all applicable building, fire, and environmental safety codes.
- Tobacco, Alcohol, and Drug-Free Environment – Policies consistent with Education Code 48901.
- Infectious Disease Prevention – Ongoing adherence to public health directives and protocols to prevent the spread of communicable diseases.

Excelsior's Governing Board reviews and updates health and safety policies yearly to ensure continued compliance with all applicable laws and best practices.

Sexual Harassment

ECS is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, immigration status, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, immigration status, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law,

ordinance or regulation. ECS has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at Excelsior (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Excelsior's anti-discrimination and harassment policies.

ECS requires all employees to undergo sexual harassment and abusive conduct training for the duration and frequency as required by California law.

ECS has developed a written policy on sexual harassment and displays that policy in a prominent location in the main administrative building or other area of the educational institution's campus or school site. ECS provides the policy to students as part of any orientation program conducted for new or continuing students at the beginning of each quarter, semester, or summer session and, as applicable.

ECS also displays a poster that notifies pupils in grades 9 through 12 of that policy and prominently and conspicuously displays the poster in each bathroom and locker room at the school site and in public areas at the school site. The poster is age appropriate and culturally relevant, is displayed in English and any primary language spoken by 15% or more of the pupils enrolled at the school, is no smaller than 8.5 by 11 inches, and uses at least 12-point type, and displays certain information pertaining to the written policy, including the rules and procedures for reporting a charge of sexual harassment.

Suicide Prevention Policy Grades 7 to 12

Pursuant to the requirements of Ed. Code §215, the Excelsior's governing board shall ensure that its policy on pupil suicide prevention in grades 7 to 12, inclusive, was developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and shall, at a minimum, address procedures relating to suicide prevention, intervention, and postvention, including the needs of high-risk groups, including, but not limited to, all of the following, youth bereaved by suicide, youth with disabilities, mental illness, or substance use disorders, youth experiencing homelessness or in out-of-home settings, such as foster care, lesbian, gay, bisexual, transgender, or questioning youth. In addition, the policy shall address any training to be provided to teachers of pupils in grades 7 to 12, inclusive, on suicide awareness and prevention.

All materials approved by Excelsior for training includes how to identify appropriate mental

health services, both at the school site and within the larger community, and when and how to refer youth and their families to those services, and these materials may also include programs that can be completed through self-review of suitable suicide prevention materials.

The policy is written to ensure that a school employee acts only within the authorization and scope of the employee's credential or license. Nothing in the policy shall be construed as authorizing or encouraging a school employee to diagnose or treat mental illness unless the employee is specifically licensed and employed to do so.

The policy is modeled after the CDE's model policy.

ECS does not enroll students in grades K-6 and therefore does not adopt a suicide prevention policy for these grades.

Feminine Hygiene Products

Pursuant to the requirements of Ed. Code §35292.6, ECS stocks the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

ECS does not charge for any menstrual products provided to pupils, including, but not limited to, menstrual products as that term is defined in Ed. Code §35292.6(d).

ECS posts a notice regarding the requirements of Ed. Code section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost. This notice includes the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

ECS includes instruction in the topic of menstrual health in grades 7 through 12, as required by the California Healthy Youth Act.

Safe Place to Learn Act

ECS complies with all applicable requirements of the Safe Place to Learn Act, Ed. Code

section 234 et seq.

Tribal Regalia/Objects of Religious or Cultural Significance

ECS allows students to wear traditional tribal regalia or items of religious, cultural and tribal significance to school graduation ceremonies held by the charter school and may, under specific circumstances as set forth in the law, limit items that would create a substantial disruption of, or material interference with, the school ceremony.

Public School Fair Debt Collection Act

The Public School Fair Debt Collection Act (Education Code section 49014) mandates that a pupil can never owe or be billed for a debt owed to a charter school. As such, ECS complies with all provisions of the Public Schools Fair Debt Collection Act, including the prohibition on taking any negative actions against a pupil because of a debt, prohibiting a debt collector from making a negative credit report for such a debt and prohibiting a charter school from selling debt to debt collector.

Student Mental Health Services

As required by Education Code section 49428, ECS notifies pupils and parents or guardians of pupils no less than twice during the school year on how to initiate access to available pupil mental health services on campus or in the community, or both, as provided and complies with all other applicable provisions of the Education Code.

As required by Education Code section 51925, ECS offers health education to pupils in middle school and high school and those courses include instruction in mental health that meets the requirements of Education Code section 51925 et seq., including, among other things, reasonably designed instruction on the overarching themes and core principles of mental health, instruction and related materials that are appropriate for use with pupils of all races, genders, sexual orientations, and ethnic and cultural backgrounds, pupils with disabilities, and English learners.

Beginning in the 2023–24 school year, ECS:

- Creates a poster that identifies approaches and shares resources regarding pupil mental health, and
- Prominently and conspicuously displays the poster in public areas that are accessible to, and commonly frequented by, pupils.

As required by Education Code sections 48205 and 49428.15, ECS excuses (an "excused absence") a student between the ages of 6 and 18 for behavioral or mental health services.

In addition, as required by Education Code section 51925, Excelsior offers one or more courses in health education to pupils in middle school or high school that includes in those courses reasonably designed instruction on the overarching themes and core principles of mental health.

The instructional and related materials are appropriate for use with pupils of all races, genders, sexual orientations, and ethnic and cultural backgrounds, pupils with disabilities, and English learners.

The CDE also develops a plan to expand mental health instruction in California public schools on or before January 1, 2024, and Excelsior complies with all applicable requirements.

Pursuant to the requirements of Ed. Code section 49428.5, ECS has created a poster that identifies approaches and shares resources regarding pupil mental health, and prominently and conspicuously displays that poster in public areas that are accessible to, and commonly frequented by, pupils.

As required by Education Code section 49428.5, Excelsior offers one or more courses in health education to pupils in middle school or high school that include reasonably designed instruction on the overarching themes and core principles of mental health. The instructional and related materials are appropriate for use with pupils of all races, genders, sexual orientations, and ethnic and cultural backgrounds, pupils with disabilities, and English learners.

ECS includes in its courses on health education in high school instruction the dangers associated with fentanyl use.

ECS informs parents of the dangers associated with using synthetic drugs, such as fentanyl, that can be found in counterfeit pills at the beginning of the first semester or quarter of the regular school term. The notification shall also be posted on the charter school's website.

Pregnant and Parenting Students

ECS complies with all the requirements of Education Code sections 221.5, 221.51, 222.5, 46015, 48205 and 48980 by providing required protections for pregnant and parenting students, including but not limited to an annual notice to students about their rights in school.

Bullying Prevention

Pursuant to the requirements of Education Code section 32283.5, Excelsior has adopted procedures for preventing acts of bullying, including cyberbullying and shall make available to certificated school site employees and all other school site employees who have regular interaction with pupils an online training module developed by the California Department of Education regarding bullying and bullying prevention.

Prevention of Human Trafficking

Pursuant to the requirements of Education Code sections 49381 and 51934, Excelsior provides information to its students about how social media and mobile device applications are used for human trafficking and shall identify the most appropriate methods of informing parents and guardians of pupils in grades 6-12 of human trafficking prevention resources and implement these methods.

Child Hunger Prevention and Fair Treatment Act

ECS complies with the requirements of the Child Hunger Prevention and Fair Treatment Act of 2017 (Education Code section 49557.5), and ensures that a pupil whose parent or guardian has unpaid school meal fees is not denied a reimbursable meal of the pupil's choice because of the fact that the pupil's parent or guardian has unpaid meal fees and ensure that the pupil is not shamed or treated differently from other pupils.

Pursuant to Education Code section 49501.5, Excelsior provides two nutritiously adequate school meals free of charge during each school day to any pupil who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period.

In all other respects, Excelsior complies with the pupil meal requirements set forth in Ed. Code sections 49492, 49501.5, 49503, 49506, 49512, 49531, 49531.1, 49547.5, 49557.5

and 49559.

Hotlines

ECS issues Student identification cards to students in grades 7 to 12, inclusive, it ensures to have printed on the identification cards the telephone number for the National Suicide Prevention Lifeline, the National Domestic Violence Hotline and other suicide-prevention and emergency-response telephone numbers, as appropriate.

Migratory Children

ECS will allow a pupil who is a migratory child to continue attending their school of origin regardless of any change of residence of the pupil. ECS will inform a pupil who is a migratory child and that pupil's parent or guardian of the impact of remaining in the school of origin on the eligibility of that pupil to receive migrant education services.

Automated External Defibrillator (AED)

Pursuant to Assembly Bill 1595 [2019-2020], commencing July 1, 2019, because ECS offers interscholastic athletic programs, ECS has acquired at least one AED for each school that participates in the program within the jurisdiction of the charter school. ECS ensures that the AED or AEDs are available for the purpose of rendering emergency care or treatment within a recommended three to five minutes of sudden cardiac arrest to pupils, spectators, and any other individuals in attendance at the athletic program's on-campus activities or events, and ensures that the AED or AEDs are available to athletic trainers and coaches and authorized persons at these activities or events.

CPR

Pursuant to Assembly Bill 1214 [2019-2020], ECS offers a course in CPR for purposes of allowing school staff and teachers to participate in CPR training that includes certain instruction, including, but not limited to, an individual program of professional growth that includes a basic course in CPR that includes certain instruction. ECS offers interscholastic athletic programs and ensures that certain personnel with a valid certification of CPR training are always present at the athletic program's on-campus activities or events.

Pursuant to Assembly Bill 1719 [2016], Excelsior requires a course in health education for graduation from high school that includes instruction in performing compression-only

cardiopulmonary resuscitation. ECS also complies with the law that encourages those entities to provide students with general information on the use and importance of an automated external defibrillator. Excelsior also complies with the law that also requires the State Department of Education to provide guidance on how to implement these provisions, including, but not limited to, who may provide instruction.

The law also states that a charter school that sponsors, authorizes, supports, finances, or supervises, and a public employee who provides or facilitates, the instruction of pupils in compression-only cardiopulmonary resuscitation or the use of an automated external defibrillator pursuant to this law shall not be liable for any civil damages alleged to result from the acts or omissions of an individual who received such instruction, except as provided in the law.

McKinney Vento Homeless Assistance Act

Pursuant to the requirements of Assembly Bill 27 (2022) and Senate Bill 400 (2022),Excelsior Identifies all homeless youth enrolled at the school; Bi-annually administers a housing questionnaire, that identifies homeless youth; Posts on Excelsior's web site the name and contact information for the homeless youth liaison and the educational rights and resources available to homeless youth; Has established county offices of education throughout the State to act as technical assistance centers for schools regarding homeless youth rights and school responsibilities.

ECS will continue to adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth have equal access to the same free, appropriate public education as provided to other children and youths.

Pursuant to the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.) and Ed. Code section 48850(a)(3)(A), Excelsior immediately enrolls a homeless child or youth seeking enrollment except where the enrollment would conflict with Ed. Code section 47605(e).

Pursuant to the requirements of Education Code section 48850 et seq., Excelsior: Identifies all homeless youth enrolled at the school; Bi-annually administers a housing questionnaire, that identifies homeless youth; Post on Excelsior's web site the name and contact information for the homeless youth liaison and the educational rights and

resources available to homeless youth.

Bi-annually, ECS administers a housing questionnaire to all parents/guardians and all unaccompanied youths. The questionnaire provides an explanation of the rights and protections a student has as a homeless child or youth. The questionnaire is available in paper form. The questionnaire must be made available in the primary language other than English spoken by 15 percent or more of the pupils enrolled in Charter School and must be translated into other languages upon request of the parent/guardian or unaccompanied youth. Excelsior collects the questionnaire and, at least annually, updates information about homeless and unidentified youth enrollment in CALPADS. (Ed. Code § 48851.)

ECS ensures that its Liaison(s) for Homeless Children and Youth and any personnel who provide services to homeless youth receive training in meeting the requirements of McKinney Vento. (Ed. Code § 48851.3.)

The Liaison complies with the following:

(1) Ensures and facilitates the proper educational placement, enrollment in school, and checkout from school of foster children.
(2) Assists foster children when transferring from one school to another school or from one school district to another school district in ensuring proper transfer of credits, records, and grades.

In accordance with Education Code section 48852.6, the following items are posted on the Excelsior's website:

(1) A list of the Homeless Youth Liaison(s) in the charter school;
(2) Specific information on homelessness, including information regarding the educational rights and resources available to persons experiencing homelessness. This can be satisfied by posting Charter School's Education of Homeless Children and Youth Policy; and
(3) Contact information for the liaison(s) and any employee/contracted person who will also implement liaison duties.

Diabetes Information

The CDE must develop type 1 diabetes informational materials for parents and guardians of pupils and make these materials available to charter schools through the CDE's web site.
On and after January 1, 2023, Excelsior made these materials available to the parent or

guardian of a pupil when the pupil is first enrolled in elementary school and as part of its annual notifications.

ECS provides an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet includes all of the following:

(1) A description of type 2 diabetes.
(2) A description of the risk factors and warning signs associated with type 2 diabetes.
(3) A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
(4) A description of treatments and prevention of methods of type 2 diabetes.
(5) A description of the different types of diabetes screening tests available.

Universal Meals

Pursuant to Assembly Bill 130, commencing with the 2022–23 school year, ECS provides two nutritiously adequate school meals free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period.

Health, Safety and Emergency Procedure Training

ECS ensures that all staff members receive annual training on health, safety, and emergency procedures, including but not limited to training on blood-borne pathogens, and maintains a calendar for, and conducts, emergency response drills for students and staff.

Athletics

ECS offers an athletic program and annually provides information sheets about concussions/head injuries and sudden cardiac arrest to athletes and their parents/guardians, which must be signed and returned to the school before the athlete initiates practice or competition. In the event that an athlete is suspected of sustaining a concussion or head injury, passes out, or faints during or immediately after participation in an athletic activity, the student is immediately removed from the activity for the remainder of the day and is not permitted to return to the activity until the student is evaluated by a

licensed health care provider and receives written clearance to do so.

ECS has developed and posted a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, has acquired at least one automated external defibrillator (AED) for each school, and make the AED available at on-campus athletic activities or events.

Seizure Safe Schools Act

ECS complies with the requirements of the Seizure Safe Schools Act. (Ed. Code, §§ 49468 et seq.) ECS, upon the request of the parent/guardian of any student diagnosed with seizures, a seizure disorder, or epilepsy who has been prescribed an emergency anti-seizure medication (as described in Education Code section 49468.2(a)(1)), must distribute a notice at least once, but no more than twice, per school year to all staff with the following information:

(1) A description of the request for volunteers to be trained to administer emergency anti-seizure medication to a student diagnosed with seizures, a seizure disorder, or epilepsy if the pupil is suffering from a seizure;
(2) A description of the training that the volunteer will receive;
(3) The right of an employee to rescind their offer to volunteer; and
(4) A statement that there will be no retaliation against any individual for rescinding an offer to volunteer.

Upon receipt of the request, and again if there are no volunteers at the school of the pupil who suffers from seizures, ECS will notify the parent or guardian of the pupil's right to be assessed for services and accommodations under Section 504 of the federal Rehabilitation Act of 1973, and the federal Individuals with Disabilities Education Act, and assist the parent/guardian in exploring that option.

Transportation Safety Plan

If the Charter School provides transportation to or from a school or school activity it shall prepare a transportation safety plan prior to such activities (and revise the plan as required) containing procedures for school personnel to follow to ensure the safe transport of pupils.

The plan shall address all of the following: a) determining if pupils require escort pursuant to Vehicle Code section 22112(d)(1); b) procedures for all pupils in prekindergarten,

kindergarten, and grades 1 to 8, inclusive, to follow as they board and exit the appropriate school bus at each pupil's school bus stop; c) boarding and exiting a school bus at a school or other trip destination; d) procedures to ensure that a pupil is not left unattended on a school bus, school pupil activity bus, or youth bus; e) procedures and standards for designating an adult chaperone, other than the driver, to accompany pupils on a school pupil activity bus. The plan shall be retained and made available upon request to an officer of the California Highway Patrol.

The Charter School shall comply with the requirements of Ed. Code section 49406, when applicable.

Safe and Supportive Schools Act

Pursuant to Ed. Code section 218 and 218.3, commencing with the 2025-2026 school year, the Charter School shall use the State Department of Education's online training delivery platform and online training curriculum (or an in-service alternative) to support LGBTQ cultural competency training for teachers and other certificated employees, for schools serving pupils in grades 7 to 12. The training shall be at least one hour annually to teachers and other certificated employees, and the Charter School shall maintain records documenting the training.

Recess

Commencing with the 2024–25 school year and in compliance with Ed. Code section 49056, the Charter School shall provide a recess that is at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall prohibit school staff members from restricting a pupil's recess unless there is an immediate threat to the physical safety of the pupil or the physical safety of one or more of the pupil's peers.

All Gender Restrooms

Pursuant to Ed. Code sections 35292.5 and 17585, on or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary pupil use at each of its school sites that the criteria specified by law.

Cellphone Use

The Charter School has adopted and will update at a minimum every 5 years, a policy to limit or prohibit the use by its pupils of smartphones while students are at school or under the supervision of employees.

Human Papillomavirus (HPV)

Upon entering the 6th grade, the charter school provides notification to parents and students that students must adhere to HPV immunization guidelines before entering the 8th grade.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, as applicable, pursuant to the California Healthy Youth Act (Education Code Section 51930, et seq.)

Workplace Violence Prevention Plan

The Charter School has established, implemented, and maintains, in all work areas, an effective workplace violence prevention plan, consistent with the requirements of Labor Code Section 6401.9.

Homicide Threats

The Charter School complies with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

Gun Safety Notice

Per Education Code section 49392, at the beginning of the first semester of each school year, the Charter School distributes notification to the parents/guardians of each student

addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

ELEMENT G: RACIAL AND ETHNIC BALANCE

"The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the county board of education to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." [Ref. Ed. Code § 47605.6(b)(5)(H)]

Outreach to Achieve Racial and Ethnic Balance

ECS already has a long history and presence within San Bernardino County, with sites located throughout various regions of the county, which is the largest land mass county in the U.S. Therefore, Excelsior student enrollment numbers are predicated by the area in which each site is located.

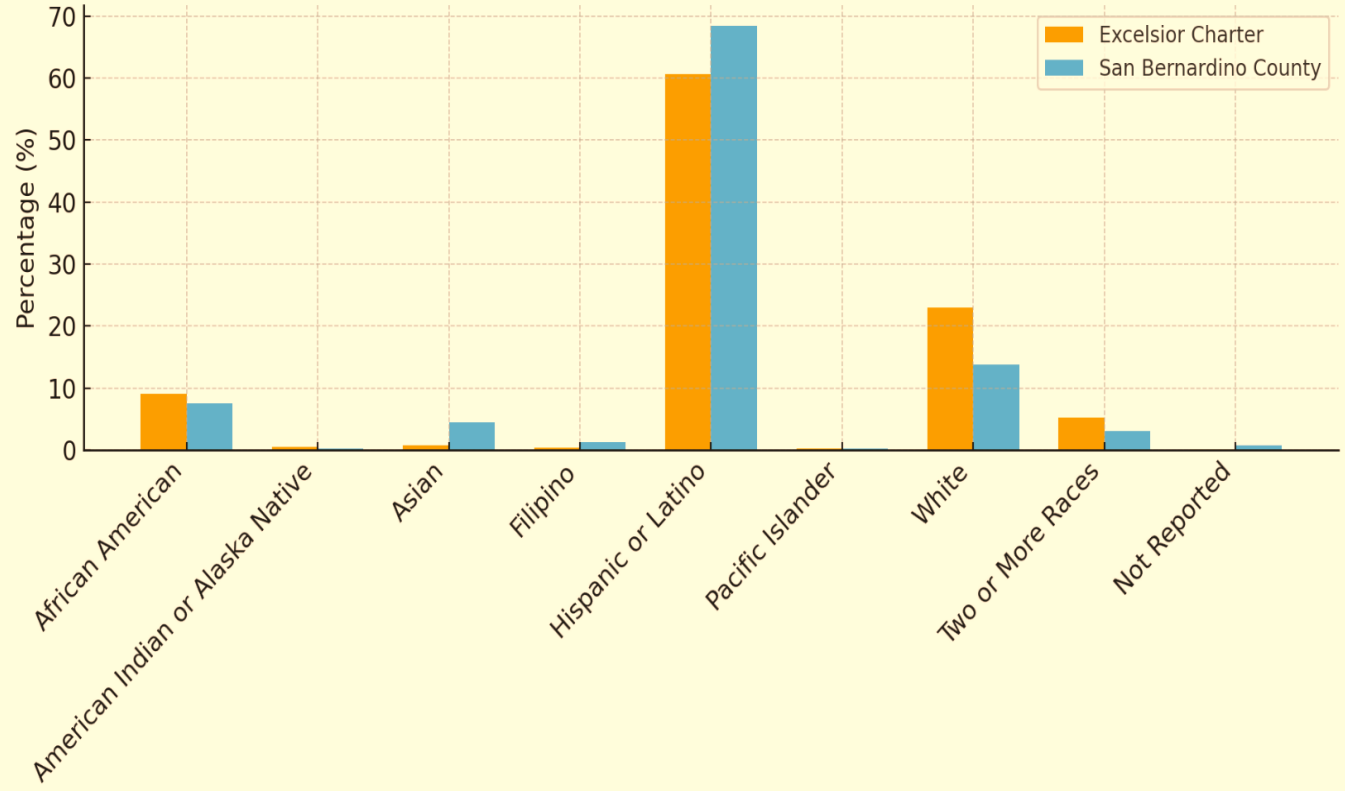
The chart below demonstrates the ethnic diversity comparison between San Bernardino County students and enrolled Excelsior students (as of 2024-25).

	Excelsior	**County**
*Ethnic Diversity Rating	41	34

This graph displays how much racial/ethnic diversity there is among the students enrolled in Excelsior and San Bernardino County. The Ethnic Diversity Index reflects how evenly distributed these students are among the race/ethnicity categories. The more evenly distributed the student body, the higher the number.

As shown above, ECS has a higher ethnic diversity rating (41 to 34) than the county. ECS tracks and reports annual demographic data, including race/ethnicity, English Learner status, special education identification, and socioeconomic indicators, comparing these figures to the demographics of San Bernardino County and the districts served. The school's goal is to maintain student representation within ±5 percentage points of the county's distribution in each major subgroup. If annual monitoring reveals that any

subgroup is underrepresented by more than 5 percentage points compared to county averages, Excelsior will expand targeted outreach, including partnerships with local organizations serving those communities, to improve enrollment representation.



Group	Excelsior Charter	San Bernardino County
African American	9.0	7.5
American Indian or Alaska Native	0.5	0.3
Asian	0.7	4.5
Filipino	0.4	1.3
Hispanic or Latino	60.7	68.4
Pacific Islander	0.3	0.3
White	23.0	13.8
Two or More Races	5.2	3.0
Not Reported	0.1	0.8

Source: California Department of Education (CDE) DataQuest, 2024–25 School Year

The most recent demographic comparison indicates that Excelsior's student population closely aligns with countywide averages in most subgroups. However, the following variances were identified:

Subgroup	Excelsior Charter	San Bernardino County	Variance
Hispanic or Latino	60.7%	68.4%	–7.7%
White	23.0%	13.8%	+9.2%

While most subgroups fall within the ±5 percentage-point goal, Hispanic or Latino students are currently underrepresented, and White students are slightly overrepresented. The school has developed the following outreach and support strategies to address these variances and maintain equitable access to its programs.

Outreach Strategies to Achieve Enrollment Balance:

Based on current data, ECS has focused recruitment efforts on Hispanic/Latino families, who are underrepresented by approximately 7.7 percentage points.

Outreach Methods:

1. Community Partnerships
    - Collaborate with Hispanic-serving community organizations, including cultural centers, churches, and local nonprofits, to increase awareness of Excelsior's programs.
    - Participate in community events and educational fairs in high-Hispanic-enrollment areas of San Bernardino County.
    - Partner with feeder districts and youth programs to expand outreach to diverse student populations.
2. Bilingual Communication
    - Ensure all enrollment and promotional materials are available in English and Spanish.
    - Deploy bilingual outreach staff and family liaisons at information sessions, orientations, and community events.
    - Increase bilingual digital outreach through targeted social media campaigns and local Spanish-language media outlets.

    - Leverage AI to translate quarterly Superintendent messages into Spanish mimicking a native Spanish speaker.
3. Family Engagement Events
    - Host bilingual open houses, orientation nights, and information sessions designed to build relationships with underrepresented families.
    - Provide family-friendly sessions explaining independent study, concurrent enrollment, and post-secondary readiness pathways.
4. Digital and Targeted Marketing
    - Use geo-targeted digital campaigns to reach families in underrepresented ZIP codes within San Bernardino County.
    - Highlight diverse student success stories and bilingual learning supports in marketing materials.

Benchmarks for Achieving Balance:

ECS measures progress toward its ±5% enrollment representation goal using the following benchmarks:

- Annual review of enrollment demographics each fall.
- Targeted improvement of 2–3 percentage points per year in Hispanic/Latino enrollment until the school falls within the desired range.
- Reporting of progress within the Local Control and Accountability Plan (LCAP) and annual charter monitoring updates.
- Adjustment of outreach activities if demographic disparities persist or shift.

Supports to Maintain Enrollment Balance:

ECS recognizes that achieving and maintaining enrollment balance extends beyond recruitment. Equitable access requires consistent support and retention strategies for all students. To this end, the school provides a range of academic, counseling, and wellness supports.

Academic and Counseling Supports

- Academic Counselors monitor student performance across demographic subgroups to identify and address potential disparities.
- Bilingual Counselors assist Spanish-speaking families with educational planning, course selection, and college readiness guidance.

Family and Community Support

- Offer family workshops in both English and Spanish on academic planning, technology use, and accessing community resources.

Health, Wellness, and Social-Emotional Supports

- Health Aides ensure equitable access to health screenings, immunization compliance, and wellness referrals.
- Counseling and Mental Health staff provide social-emotional support to students transitioning into independent study or experiencing personal challenges.
- Referrals to community-based health and counseling partners for families in need of additional assistance.

Data and Equity Monitoring

- Collaboration with site administrators and counselors to conduct annual equity audits of enrollment, retention, and achievement data by subgroup.
- Findings guide professional development and adjustments to outreach or support programs.
- Reports are presented annually to the Board of Directors as part of Excelsior's equity accountability framework.

ECS will continue to take steps to ensure that diverse groups of students feel comfortable and welcome in the school. By training staff in creating a culturally responsive school environment and an instructional program that is attuned to a multi-cultural population, students of all ethnic backgrounds will feel welcome. Excelsior will conduct student and parent surveys at least annually which will include questions that elicit satisfaction reporting and suggestions to continually improve the school's multicultural environment. Additionally, racial and ethnic diversity will be maintained by emphasizing outreach to racial and ethnic groups that may be underrepresented in the school compared to the general population residing within the territorial boundaries of the County.

Parent/guardians may also learn of Excelsior via any school choice lists or other informative channels that may occur through the County Superintendent of Schools. Given Excelsior's strong track record and longstanding presence in the surrounding communities, Excelsior anticipates meeting recruitment goals.

Federal Compliance

To the extent that ECS is a recipient of federal funds, including federal Title I, Part A funds, the school has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the ESSA and other applicable federal grant programs. Excelsior agrees

that it will keep and make available to the County any documentation necessary to demonstrate compliance with the requirements of the ESSA and other applicable federal programs, including, but not limited to, documentation related to required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. Excelsior follows the mandated requirements of ESSA which include, but are not limited to, the following:

- Notify parents at the beginning of each school year of their "right to know" the professional qualifications of their student's teacher including a timely notice to each individual parent that the parent's student has been assigned, or taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification and licensure requirements at the grade level and subject area in which the teacher has been assigned.
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact.
- Hold an annual Title I meeting for parents of participating Title I students, if applicable. These federal requirements support Excelsior's commitment to equitable access and representation by ensuring that all students — including those who are economically disadvantaged, English Learners, or in special populations — receive the outreach, instruction, and support services necessary for academic success.

Element H: Admissions Requirements

"Admission policy and procedures, consistent with [Ed. Code 47605.6] subdivision (e) ." [Ref. Ed. Code § 47605.6(b)(5)(M)]

"In addition to any other requirement imposed under this part, a Excelsior is nonsectarian in its programs, admission policies, employment practices, and all other operations, will not charge tuition, and will not discriminate against any pupil on the basis of ethnicity, national origin, gender, gender identity, gender expression, or disability. Except as provided in paragraph (2), admission to Excelsior will not be determined according to the place of residence of the pupil, or of the pupil's parent or guardian, within this state.

Excelsior will admit all pupils who wish to attend the charter school.

Excelsior shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including academic performance or any characteristic identified in Education Code §47605.6(e)(2)(B)(iii).
Excelsior shall not request or require a pupil's records prior to enrollment and shall not encourage any pupil to disenroll or transfer for any reason other than those consistent with Education Code §47605.6(e)(4)(C).

Excelsior shall post the California Department of Education's "Charter School Enrollment Rights" notice on its website and shall provide a copy of this notice to all families. A parent, guardian, or pupil who believes that Excelsior has violated the enrollment or disenrollment provisions of Education Code §47605.6(e)(4) may file a complaint with the chartering authority using the CDE-provided template.

(B) If the number of pupils who wish to attend Excelsior exceeds Excelsior's capacity, attendance, except for existing students at Excelsior will be determined by a public random drawing. Preference will be extended to students currently attending Excelsior and students who reside in the county except as provided for in Section 47614.5. Preferences, including, but not limited to, siblings of students admitted or attending Excelsior and children of Excelsior's teachers, staff, and founders identified in the initial charter, may also be permitted by the chartering authority on an individual charter school basis. Priority order for any preference shall be determined in the charter petition in accordance with all of the following:

(i) Each type of preference will be approved by the chartering authority at a public hearing.

(ii) Preferences will be consistent with federal law, the California Constitution, and Section 200.

(iii) Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation.

(iv) In accordance with Section 49011, preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

(C) In the event of a drawing, the county board of education shall make reasonable efforts to accommodate the growth of the charter school and in no event shall take any action to impede the charter school from expanding enrollment to meet pupil demand.

(3) If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the charter school within 30 days if the charter school demonstrates that the pupil had been enrolled in the charter school. This paragraph applies only to pupils subject to compulsory full-time education pursuant to Section 48200.

(4) (A) Excelsior shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2).

(B) Excelsior shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment.

(C) Excelsior shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in clause (iii) of subparagraph (B) of paragraph (2). This subparagraph shall not apply to actions taken by a charter school pursuant to the procedures described in subparagraph (J) of paragraph (5) of subdivision (b).

(D) The department shall develop a notice of the requirements of this paragraph. This notice shall be posted on a charter school's internet website. A charter school shall provide a parent or guardian, or a pupil if the pupil is 18 years of age or older, a copy of this notice at all of the following times:

(i) When a parent, guardian, or pupil inquires about enrollment.

(ii) Before conducting an enrollment lottery.

(iii) Before disenrollment of a pupil.

(E) (i) A person who suspects that a charter school has violated this paragraph may file a complaint with the chartering authority.

(ii) The department shall develop a template to be used for filing complaints pursuant to clause (i).

(5) Notwithstanding any other law, a charter school in operation as of July 1, 2019, that operates in partnership with the California National Guard may dismiss a pupil from the charter school for failing to maintain the minimum standards of conduct required by the Military Department. [Ref. Ed. Code § 47605.6(e)]

Admission to ECS shall be open to any resident of California who wishes to attend the school, as outlined in Education Code § 47605.6(e)(2)(A). Excelsior shall not discriminate on the basis of the characteristics listed in Education Code Section 220, including actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics.

ECS will be an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.). ECS will enroll all pupils who wish to attend to the extent that space allows.

I. Application and Enrollment Process

The goal of the admissions policy of ECS is to attract, enroll and retain at ECS students representative of the rich diversity from the surrounding communities. ECS will recruit a diverse student population, including low achieving and low-income students, and will abide by all state and federal laws regarding admissions. Our recruitment plan is designed to achieve a racial and ethnic balance among our pupils that is reflective of the general population residing within the target community of San Bernardino County. ECS shall be nonsectarian in its programs, admission policies, employment practices, and all other operations, and shall not charge tuition or require any financial contribution as a condition of enrollment.

The school will establish an annual recruiting and admissions cycle, which shall include reasonable time for all of the following: (1) outreach and marketing, (2) orientation sessions for students and parents (conducted in English and Spanish at times that are convenient for families), (3) an admissions application period, (4) an admissions lottery, if necessary, and (5) enrollment. Outreach efforts will specifically include community-based organizations serving English learners, foster youth, and low-income families to ensure equitable access to information about enrollment opportunities.

As a charter school, ECS is a school of choice, and may have more students interested in attending the school than there are spaces available. If the number of students who wish to attend the school exceeds the openings available, entrance shall be determined by single random public drawing in accordance with Education Code §47605.6(e)(2)(B) and all applicable federal requirements.

Students who are currently enrolled and siblings of students who are currently enrolled shall be exempt from the lottery.

In accordance with applicable law and federal guidance, the following groups of students will receive preference in the lottery (in the order listed below):

- Pupils currently attending Excelsior
- Pupils who reside in the County
- [Children of the school's founders, facilitators, and staff not to exceed 10% of total enrollment.]

These preferences are consistent with state and federal charter school law. The preferences established will not have the effect of limiting access or negatively impacting the racial, ethnic, and socioeconomic balance the school strives to reflect. No other admissions exemptions or preferences will be assigned. The Excelsior Board may review and revise this preference policy as necessary for the well-being of the school.

In order to be eligible for enrollment in ECS, students must meet all applicable laws and regulations regarding enrollment in a public charter school, including immunizations, age at time of enrollment, no concurrent enrollment with a private school that charges tuition and no enrollment during a period of expulsion from another school. Participation in school activities or volunteering is encouraged but shall not be a condition for admission, continued enrollment, or preference in the lottery.

In order to be included in the admissions lottery (if a lottery is necessary), families must submit an application form. A copy of Excelsior's Admission Application Form may be found in *Appendix G*. Application materials will be made available in English and Spanish. The enrollment period will be advertised in English and Spanish through flyers, posters in prominent locations throughout the community, during informational meetings for parents, and announced on the school's website. Excelsior also may advertise through local media as the school's budget permits.

Open enrollment will take place from January 1 through the last Friday of March of the same year. All interested families will be required to submit a completed Admissions Application Form before 4:30 p.m. on the date of the annual deadline, which will be clearly indicated on the form and in all communications and notices (websites, flyers, etc.) regarding admission to the school. Application and enrollment forms will request only the information necessary to contact families and comply with state reporting requirements. No academic, disciplinary, or recommendation information will be required or considered in admissions decisions. Submitted Admission Application Forms will be date- and time-stamped and student names will be added to an application roster to track receipt. Families who apply after the enrollment deadline will be added to the wait list in the order the applications are received.

Following the open enrollment period, applications will be counted to determine if any grade level has received a number of applications that exceed available seats. If the number of students

who have applied for any grade exceed capacity as of the date of the application deadline the school will hold a single public random lottery to determine enrollment for the impacted grade level. In the event that the school has not received sufficient enrollment forms to fill to capacity at any grade level, all applicant families will be offered enrollment and additional spots will be filled on a first come, first served basis. All families who have applied for admission will be advised by email or phone of any changes to the date and time for the public random drawing. The public random drawing process will be conducted in accordance with applicable state law and federal requirements under the Charter Schools Program (CSP) to ensure fairness, transparency, and equal access.

Public notice will be posted regarding the date and time of the public drawing once the deadline date has passed. Notice will include an explanation that parents/guardians do not need to be present at the lottery, but may attend if they choose to do so.

The Principal and at least one other school employee will conduct the admissions lottery as a public event to ensure that lottery procedures are fairly executed. Explanation also will be provided to ensure that parents/guardians understand that the lottery numbers are just one step of the process, and that the school must also calculate spaces for those who are exempt from the lottery (e.g., currently enrolled students and siblings).

The lottery will occur within 60 days following the close of the open enrollment period. The lottery will be conducted at a time that is convenient for a majority of interested parties and will be open to the public. The school will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, location, date and time of the lottery. The school will choose a date and time for the lottery (either on the weekend or after 6 pm on a weekday) so that most interested parties will be able to attend. The lottery will be held at the school site if the school facility can accommodate all interested parties.

Admissions Application Forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents will be filed on campus, and lottery results and waiting lists will be readily available in the school's main office for inspection upon request. Each applicant's admissions application will be kept on file for the academic year with his or her assigned lottery number in the school database and on his or her enrollment application.

The random public lottery determines applicants' wait list status. Those who apply after the lottery deadline are added to the end of the lottery waitlist in the order they are received. Vacancies that occur during the school year will be filled according to the wait list. When an offer occurs during the school year, families will be contacted in the order of the wait list and will be given 48 hours to decide whether or not to accept a space at the school. In the event that no such wait list exists where the space is available, the space will be made available on a first come, first served basis to the next interested family at the appropriate grade level.

The wait list for the current school year remains active until Excelsior's admissions period commences for the following year. Applications are only valid for the current year.

Applicants must reapply for the lottery annually if the school is unable to offer them admission for the current year.

ECS reserves the right to modify the enrollment process and preferences to comply with the requirements of the federal PCSGP in any year in which Excelsior receives these funds. All lottery policies and protocols may also be revised as deemed necessary by the Board of Directors. Such changes will not be deemed a material revision of the charter.

A. **McKinney Vento Homeless Assistance Act**

ECS adheres 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 youth.

B. **Every Student Succeeds Act**

ECS adheres to all admission and enrollment provisions of Every Student Succeeds Act (ESSA) pertaining to Public School Choice and other legal requirements.

ELEMENT I: ANNUAL INDEPENDENT FINANCIAL AUDITS

"The manner in which annual, independent, financial audits shall be conducted, in accordance with regulations established by the state board, and the manner in which audit exceptions and deficiencies shall be resolved." [Ref. Ed. Code § 47605.6(b)(5)(I)]

Annual Audit

By February of the audit year, the ECS Board of Directors will appoint an external auditor to review and substantiate the fiscal practices of ECS. The audit shall include but not be limited to (1) an audit of the accuracy of Excelsior's financial statements, (2) an audit of Excelsior's attendance accounting and revenue claims practices, and (3) an audit of Excelsior's internal controls practices. If ECS receives over $750,000 from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars. The Audit shall be completed, reviewed by the Board, and submitted to the County Office of Education, the Office of the State Controller, and California Department of Education prior to December 15 of each year.

ECS engages an independent public accountant with education finance experience certified by the State of California and approved by the State Controller on its published list as an educational audit provider, to audit the school's financial statements in accordance with Generally Accepted Auditing standards and the audit guide issued by the Controller of the State of California. The ECS Board will be responsible for contracting and overseeing the independent audit. The school provides information as requested by the independent auditor. Fiscal statements audited by the auditor, who will be a Certified Public Accountant, will be submitted to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Superintendent will review any audit exceptions or deficiencies and report to the ECS Board with recommendations and timelines on how to resolve them at the Board Meeting where the Board reviews the audit. Audit exceptions and deficiencies shall be resolved with the recommendations of the independent auditor. All audit exceptions and deficiencies shall be resolved to the satisfaction of the San Bernardino County Superintendent of Schools.

The independent financial audit of the school is public record to be provided to the public upon request.

ECS annually provides the following financial reports to the County Superintendent of Schools and the California Department of Education in the required format:

- Preliminary Budget – On or before July 1
- First Interim Projections – On or before December 15
- Second Interim Projections – On or before March 15
- Unaudited Actuals – On or before September 15
- Independent financial audit report – On or before December 15th following the end of the fiscal year

County Oversight Costs

- The County shall charge ECS for supervisory oversight of ECS up to any maximum permitted by law (currently described and limited in Education Code section 47613), currently set at 1% unless the County Board contracts out a portion of this oversight to a third party pursuant to Education Code section 47605.6(c). ECS acknowledges that the County's actual costs in conducting its oversight obligations will meet or exceed the maximum percentage permitted by law and the County shall not be required to submit documentation of its actual oversight costs.

ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

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

(i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.

(ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:

(I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.

(II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian, or, if the pupil is a homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child's educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child's attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child's tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, and county social worker, or the Indian child's tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the

pupil's parent or guardian, the homeless child's educational rights holder, the foster child's educational rights holder, attorney, or county social worker, or the Indian child's tribal social worker or, if applicable, county social worker initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." [Ref. Ed. Code § 47605.6(b)(5)(J)]

This Pupil Suspension and Expulsion Policy has been established to promote learning and protect the safety and well-being of all students at Excelsior. Excelsior Charter Schools is committed to maintaining a fair, transparent, and legally compliant process for all disciplinary actions that may result in a student's suspension or expulsion. Involuntary removal of students from Excelsior for any reason shall occur only in accordance with applicable law and Board-approved policy. In cases not involving disciplinary action, Excelsior shall follow its Tiered Re-Engagement Policy to provide proactive supports, interventions, and opportunities for students to remain successfully engaged in their educational program prior to any potential involuntary removal.

Excelsior's Tiered Re-Engagement Policy is designed and implemented in compliance with Education Code section 47605(d)(4), as amended by Assembly Bill 1360, to ensure that no pupil is involuntarily removed without prior written notice to the parent or guardian—in the parent or guardian's primary language—and an opportunity to request a hearing before the removal becomes effective.

Involuntary Removal of Students

ECS shall not involuntarily remove, dismiss, or otherwise exclude any pupil for any reason unless the parent or guardian of the pupil has been provided written notice of the intent to remove the pupil. This notice shall be provided in the pupil's or the parent/guardian's primary language and shall inform the parent or guardian that they have the right to request a hearing prior to the effective date of the proposed removal. If a hearing is requested, the pupil shall remain enrolled and shall not be removed until the hearing is held and a final

determination is made. ECS shall maintain documentation of all such notices and shall provide copies to the authorizing district upon request.

For purposes of this policy, "involuntary removal" includes disenrollment, dismissal, transfer, or any other action that has the effect of unilaterally removing a student from ECS without the parent or guardian's written consent.

A student identified as an individual with disabilities or for whom ECS has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. ECS will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom ECS has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

ECS staff enforce disciplinary rules and procedures fairly and consistently among all students. A summary of the policies and procedures contained herein, including the current and complete list of offenses for which a student may or must be suspended or recommended for expulsion, will be printed and distributed as part of the Student Handbook (see *Student Handbook* Appendix E), which will clearly describe discipline and behavioral expectations.

Willful Defiance

No pupil enrolled in a charter school in kindergarten or any of grades 1 to 12 shall be suspended on the basis of having disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties, and those acts shall not constitute grounds for a pupil enrolled in a charter school in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

A certificated or non-certificated employee may refer a student to school administration for appropriate and timely in-school interventions or support from the list specified in Ed. Code section 48900.5(b) for any such acts.

Excelsior's school administration will within five business days, document the actions

taken pursuant to that referral and place that documentation in the pupil's record to be available for access, to the extent permissible under state and federal law, pursuant to Ed. Code section 49069.7. Excelsior's school administrator will, by the end of the fifth business day, also inform the referring certificated or noncertificated employee, verbally or in writing, what actions were taken and, if none, the rationale used for not providing any appropriate or timely in-school interventions or supports.

Homework

ECS shall, upon the request of a parent or student, provide homework that would otherwise have been assigned to a pupil who has been suspended for two or more schooldays. If a homework assignment that is requested and turned into a teacher, within the prescribed timeframe, is not graded before the end of the academic term, ECS will not include the assignment in the calculation of the student's overall grade in the class.

Seclusion and Behavioral Restraint

ECS prohibits seclusion and behavioral restraint of students as a means of discipline, and only uses such methods to control student behavior that poses a clear and present danger of serious physical harm to a student or others that cannot be immediately prevented by a less restrictive response. Pursuant to Ed. Code section 49006, if ECS meets the specified federal definition, it will collect and, by no later than 3 months after the end of each school year, report to the State Department of Education regarding the use of behavioral restraints and seclusion for pupils enrolled in, or served by, ECS for all or part of the prior school year. Excelsior will post its report on its website.

Grounds for Suspension and Expulsion (Ed Code 48900):

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object.
- Possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance (as defined in Health and Safety Code 11053-11058), alcoholic beverage, or intoxicant of any kind.
- Offered, arranged, or negotiated to sell any controlled substance (as defined in Health and Safety Code 11053-11058), alcoholic beverage or intoxicant of any kind, or sold, delivered or otherwise furnished to any person another liquid substance or

material and represented same as controlled substance, alcoholic beverage or intoxicant.

- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, vaporized nicotine or tobacco, snuff, chew packets and betel.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia as defined in Health and Safety Code 11014.5.
- Knowingly received stolen school property or private property.
- Possessed an imitation/replica firearm.
- Committed or attempted to commit a sexual assault as defined in Penal code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying
    - "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 as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (D) 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 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:
  - A message, text, sound, video, or image.
  - A post on a social network Internet Web site, including, but not limited to:
    - Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
    - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "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.
    - Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "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.
  - An act of cyber sexual bullying.
    - For purposes of this clause, "cyber sexual bullying" means 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 subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- For purposes of this clause, “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.

  - Notwithstanding paragraph (1) and subparagraph (A), 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.
  - “Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

- Committed sexual harassment.
- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- Engaged in harassment, threats, or intimidation directed against school personnel or pupils.
- Made terroristic threats against school officials, school property or both.
- Brandishing a knife at another person.
- Assault or battery upon any school employee.
- Any other serious violation of charter school rules or behavioral expectations.

Suspension Procedures

Suspensions shall be initiated according to the following procedures:

Conference Ed Code 48911 and 47605.6(b)(5)(J)**:**

A suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal’s designee with the student and his or her parent and, whenever practical, the teacher, supervisor or school employee who referred the student to the principal.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a danger to the lives, safety or health of

students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference should be held within two school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parent/Guardian:

At the time of the suspension, the principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student and grounds for suspension. In addition, the notice should also state the date and time when the student is required to return to school. If the Principal wishes to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion:

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Within two (2) school days from issuance of the suspension notice, the student's parent/guardian may submit a written request to the Superintendent to appeal the determination. The Superintendent shall convene a parent conference as soon as practicable, and the student and parent shall be provided the opportunity to present his or her version and evidence in his or her defense. The Superintendent’s determination on a suspension appeal is final.

Upon a recommendation of expulsion by the principal or principal’s designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following: 1) the

pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the outcome of an expulsion proceeding.

Authority to Expel / Expulsion Procedure

A student may be recommended for expulsion by the Principal. Unless a hearing is timely requested by the student's parent or guardian, the Principal's determination is final. If the student's parent or guardian timely requests a hearing, the student may be expelled only following an evidentiary hearing before a Hearing Panel composed of three (3) Excelsior employees who were not directly involved in the incident that gave rise to the disciplinary action. The Hearing Panel shall review the evidence, hear testimony, and prepare written findings of fact and a recommendation regarding expulsion. The Hearing Panel's recommendation shall then be submitted to the Hearing Officer, who shall independently review the record, consider the panel's findings, and make the final determination regarding expulsion. The hearing shall be held in a private, confidential setting.

1. Request for Hearing

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The parent(s) or guardian of a student shall have 10 school days from issuance of a written notice of the Principal's recommendation for expulsion to file a written request for a hearing. If no hearing is requested, the expulsion determination is deemed to be uncontested and the expulsion becomes final as of the 11th day following the Principal's recommendation for expulsion. If requested and unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Principal determines that the Pupil has committed an expellable offense.

2. Notice to Parent/Guardian

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 pupil. The notice shall include:

- The date and place of the expulsion hearing;
- A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
- A copy of the School's disciplinary rules which relate to the alleged violation;

- Notification of the student's or parent/guardian's obligation to provide information about the student's status at the school to any other school district or school to which the student seeks enrollment;
- State the opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- State the right to inspect and obtain copies of all documents to be used at the hearing;
- State the opportunity to confront and question witnesses who testify at the hearing;
- State the opportunity to question evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

3. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording or minutes taken of the proceeding. The record shall include all written evidence presented.

4. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the Hearing Officer to expel must be supported by evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Hearing Officer determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

5. Findings

The decision of the Hearing Officer shall be in the form of written findings of fact and a written determination on the expulsion. If the Hearing Officer decides against expulsion, the pupil shall immediately be returned to his/her educational program.

6. Written Notice to Expel

Following a decision of the Hearing Officer to expel, the Principal shall send written notice

of the decision to expel, including the findings of fact, to the student or parent/guardian. This notice shall also include 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 expulsion status. The written notice shall also inform the student's or parent/guardian of the right to appeal the expulsion to the Board of Directors.

7. Appeals

ECS shall notify its charter authorizer in writing of any student expulsion within ten (10) school days of the decision to expel. The notification shall include the student's name, the reason for expulsion, and the outcome of any appeal, consistent with state and federal privacy laws. The authorizer may review relevant records or proceedings to ensure that due process was afforded and that the Charter School's policies and procedures are being implemented in compliance with Education Code section 47605(b)(5)(J) and all applicable laws.

The Superintendent or designee shall send a copy of the written notice of the decision to expel to the school district of student's last known residence, within thirty (30) days.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

In the case of a student who has an IEP, or a student who has a 504 Plan, Excelsior will ensure that it follows the correct disciplinary procedures to comply with the mandates of state and federal laws, including the IDEIA and Section 504 of the Rehabilitation Plan of 1973.

Notification of District

Excelsior shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability, or student who Excelsior or SELPA would be deemed to have knowledge that the student had a disability, who is suspended for more than ten (10) school days during a school year.

Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the

goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alterative educational setting.

Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school, the parent(s), 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 facilitator observations, and any relevant information provided by the parents to determine:

- If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- If the conduct in question was the direct result of the local educational agency's failure to implement the IEP or 504 Plan.

If the 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.

For students with an IEP, if the school, the parent, and relevant members of the IEP Team make the determination that the conduct was a manifestation of the child's disability, the IEP Team shall:

- Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that the school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- 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
- Return the child to the placement from which the child was removed, unless the parent and the school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the school, the parent(s), 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 result of the failure to implement the IEP or 504 Plan, then the school may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the 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.
When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or Excelsior, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and Excelsior agree otherwise.

1) Special Circumstances

ECS personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The administrative designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

2) Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP team.

3) Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated Excelsior's disciplinary procedures may assert the procedural safeguards granted under the IDEIA and regulations only if Excelsior had knowledge that the student was disabled before the behavior occurred.

ECS shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- 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 facilitators, that the student is in need of special education or related services.
- The parent has requested an evaluation of the child.
- 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 special education case manager or to other Charter School supervisory personnel.

If ECS 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 IDEIA-eligible children with disabilities, including the right to stay-put.

If ECS had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. Excelsior shall conduct an expedited evaluation if requested by the parents; however the student shall remain in the education placement determined by Excelsior pending the results of the evaluation.

ECS shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K: STAFF RETIREMENT SYSTEMS

"The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security." [Ref. Ed. Code § 47605.6(b)(5)(K)]

The ECS Board of Directors shall determine which school-sponsored retirement plans will be available to various types of staff (e.g., certificated staff, part-time staff, etc.). Non-certificated employees will participate in the federal Social Security system in accordance with applicable law. Excelsior plans to have its facilitators participate in the State Teachers' Retirement System and will coordinate such participation, as appropriate. All withholdings will be forwarded to the STRS Fund as required.

Excelsior's Assistant Superintendent of Administrative Services shall be the staff person responsible for ensuring that appropriate arrangements for retirement benefits coverage have been made.

All employees of Excelsior who perform creditable service shall be entitled to have that service covered by the appropriate retirement benefits plan.

Employees in STRS and/or PERS will accumulate service credit years in the same manner as all other members of STRS and/or PERS. For full-time certificated employees who participate in STRS and/or PERS, employees will contribute the required percentage. Excelsior will contribute the employer's portion required by STRS. Excelsior reserves the right to explore alternative retirement plans should it deem the STRS/PERS programs become cost prohibitive.

Pursuant to Ed. Code section 47611, Excelsior shall notify all applicants for positions with the charter school that accepting employment in the charter school may exclude the applicant from further coverage in the applicant's current retirement system.

ELEMENT N: DISPUTE RESOLUTION

"The procedures to be followed by the charter school and the county board of education to resolve disputes relating to the provisions of the charter." - [Ref. Ed. Code § 47605.6(b)(5)(L)]

Intent

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on the County Board, and (3) ensure a fair and timely resolution of disputes.

In absence of County policies or protocols for charter school dispute resolution, this plan is being presented based on common charter school best practice. Should any section of this element pertaining to resolving disputes be in conflict with County Board policies or desired protocols, then ECS is amenable to altering said areas through an addendum, to be mutually agreed upon, and considered in addition to the original petition.

The staff and governing board members of Excelsior and the County Board agree to attempt to resolve all disputes regarding this charter pursuant to the terms of this section.

Disputes Arising from Within the School

Disputes arising from within the school, including all disputes among and between students, staff, parents, volunteers, advisors, and partner organizations and Board of Directors members of the school, shall be resolved by Excelsior and the EEC Board of Directors as appropriate pursuant to policies and procedures developed by Excelsior.

The authorizer will refer any complaints or reports regarding such disputes to the chairperson of the EEC Board of Directors or the Principal/s of ECS for resolution pursuant to ECS's policies. The authorizer agrees not to intervene or become involved in the dispute unless the dispute has given the authorizer reasonable cause to believe that a violation of this charter or related laws has occurred, or unless the Board of Directors of ECS has requested the authorizer to intervene in the dispute.

Disputes between Excelsior and the Authorizer

In the event of a dispute between ECS and the County regarding the terms of this charter

or any other issue regarding the school and County relationship, both parties agree to apprise the other, in writing, of the specific disputed issue(s). All communications from the County to the School regarding any dispute shall be addressed to both the Superintendent and the Principal/s of Excelsior:

Excelsior
15505 Civic Dr., Victorville, CA 92392
(760) 245-4262 ext. 405
c/o Superintendent
c/o Principal

Should County determine in writing that the violation or issue in question constitutes a severe and imminent threat to the health or safety of the pupils, it shall not be bound by any portion of this dispute resolution process and may commence revocation proceedings immediately or take action, as it deems necessary.

1) If the violation or issue in question does not constitute a severe and imminent threat to the health or safety of pupils, but constitutes a material violation of the Charter or law, the County will provide written notification of the violation or issue. The date that this notice is sent shall be the "Notice Date." This notice will constitute the notice required under the provisions of Education Code 47607(d) prior to revocation of a charter. Upon issuance of this notice, a meeting will be scheduled to discuss and possibly resolve the dispute. Both parties must have representatives present at this meeting and under no circumstances will the meeting be held more than ten (10) business days after the Notice Date. The County representative at the meeting will be the Superintendent or the Superintendent's designee, and the Excelsior representative will be the Director, or the Director's designee. If the dispute is not resolved at this meeting, the parties will proceed to step three.
2) County shall send written notification to ECS summarizing the result of the meeting held pursuant to Step 2 and setting forth the violation or issue and demanding that it be cured. County shall provide Excelsior a reasonable amount of time to cure the violation or issue. If Excelsior determines that the time needed to cure is more than thirty (30) business days, Excelsior shall notify the County as such in writing. If Excelsior determines that the time needed to cure is more than sixty (60) days, Excelsior shall notify the County in writing and set forth a specific deadline date to cure, which date shall be subject to approval by the Superintendent of District. All periods of time from the Notice Date through the completion of this formal time given for cure (as well as any time during which any informal attempts at resolution are undertaken by the parties), shall constitute the reasonable cure period required by

Education Code section 47607 prior to revocation of a charter. If the violation or issue is not cured within this time period, the parties will proceed to step four.

3) If the violation or issue is not cured within the time period in step three, the County may commence revocation of the Charter and/or other appropriate action in accordance with Education Code section 47607 or applicable law.
4) The parties shall exchange information as necessary to avoid disputes and assist in curing disputes and shall use their best efforts to resolve disputes between them at the earliest possible time.
5) In the event of a dispute raised by ECS against the County over the terms of the Charter, ECS shall put the dispute in writing to the Superintendent or designee, and the County Superintendent or designee shall meet with the Director or the Director's designee to seek resolution within two weeks of receiving the written complaint. After this meeting if resolution is not reached, both parties are free to pursue any other legal remedy available. However, mediation may be commenced with the agreement of both County and ECS, with the costs of the mediator to be split by both parties.

The County reserves the right to take any action it deems appropriate, and ECS reserves the right to seek legal redress for any such actions under the law.

ELEMENT L: PUBLIC SCHOOL ALTERNATIVES

"The public school attendance alternatives for pupils residing within the county who choose not to attend the charter school." [Ref. Ed. Code § 47605.6(b)(5)(N)]

No student may be required to attend ECS. ECS is a school of choice that is open to all students of the appropriate age for the grades served in the State of California. Those students who choose not to attend Excelsior but who live within the County attendance area will have the right to attend any other school in the attendance area served by the County in keeping with existing enrollment policies of the County. Alternatives to Excelsior for these students living within the County attendance area will be the same as those offered to all other students currently residing in the County. The parent or guardian of each student enrolled in Excelsior shall be informed on enrollment forms that the students have no right to admission in a particular school of any local education agency (or program of any local education agency) as a consequence of enrollment in ECS, except to the extent that such right is extended by the local education agency.

Pupils who choose not to attend Excelsior may choose to attend other public schools in their district of residence or pursue an intra- or inter-district transfer in accordance with existing enrollment and transfer policies of the district(s)

ELEMENT M: POST-EMPLOYMENT RIGHTS OF EMPLOYEES

"The rights of an employee of the county office of education, upon leaving the employment of the county office of education, to be employed by the charter school, and any rights of return to the county office of education that an employee may have upon leaving the employ of the charter school." - [Ref. Ed. Code § 4(b)(5)(O)]

No County employee shall be required to work at ECS. Job applicants for positions at ECS will be considered through an open process and, if hired, will enter into an at-will contractual agreement with the school. Any County union employee who is offered employment and chooses to work at ECS will not be covered by the County collective bargaining agreement. Staff do not continue to earn service credit (tenure) in any school district while employed at Excelsior Charter Schools.

All employees of ECS will be considered the exclusive employees of Excelsior and not of the County, Employment by ECS provides no rights of employment at any other entity, including any rights in the case of closure of ECS.

ELEMENT O: CHARTER SCHOOL CLOSURE

"The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of public records." [Ref. Ed. Code § 47605.6(b)(5)(P)]

Closure of Excelsior will be documented by official action of the EEC Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The EEC Board of Directors will promptly notify parents and students of Excelsior, the County Board, Excelsior's Special Education Local Plan Area ("SELPA"), the retirement systems in which Excelsior's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the entity and person(s) designated by official Board action to whom reasonable inquiries may be made regarding the closure; the students' school districts of residence; and the manner in which parents/guardians may obtain copies of student records, including specific information on completed courses and credits that meet graduation requirements.

The EEC's Board of Directors will ensure that the notification to the parents and students of ECS of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close ECS.

The EEC's Board of Directors will also develop a list of students in each grade level and the classes they have completed, together with information on the students' districts of residence, which they will provide to the entity responsible for closure-related activities.

As applicable, ECS will provide parents, students, and the County with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. Section 1232g. ECS will ask the

County to store original records of ECS students. All student records of ECS shall be transferred to the County upon school closure. If the County will not or cannot store the records, ECS shall work with the County to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, ECS will prepare final financial records. ECS will also have an independent audit completed within six months after closure. ECS will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Excelsior and will be provided to the County promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to Excelsior.

ECS will complete and file any annual reports required pursuant to Education Code Section 47604.33.

On closure of the school, Excelsior will distribute any restricted assets of the school to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. All other assets, including but not limited to all leaseholds, personal property, intellectual property, and all ADA apportionments and other revenues generated by students attending the school, shall remain the property of EEC as restricted by its charitable purposes.

On closure, Excelsior shall remain solely responsible for all liabilities arising from the operation of Excelsior.

As ECS is operated by a non-profit public benefit corporation, should the corporation

dissolve with the closure of Excelsior, the EEC's Board of Directors will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies. The Board may, at its discretion, retain staff to complete appropriate closure activities as needed. As specified by the proposed budget (*Appendix D)*, Excelsior will utilize the reserve fund to undertake any expenses associated with the closure.

Financial/Administrative Plan

Fiscal Plan and Financial Assurances Overview

ECS has operated successfully for over thirty (30) years with a consistent record of fiscal responsibility, compliance, and financial stability. The school's fiscal plan demonstrates the capacity to maintain sound operations, ensure solvency, and align resources with the school's educational program and strategic goals. All financial planning reflects Generally Accepted Accounting Principles (GAAP) and the fiscal standards established by the California Department of Education (CDE) and Title 5, California Code of Regulations (CCR) §15450.

Annual Revenues and Expenditures

1. Identification of Revenue Sources
   The school's annual revenues and expenditures are clearly identified by source and functional category. Major funding sources include the Local Control Funding Formula (LCFF), federal Title programs, restricted and unrestricted state grants, and local funds.
2. Alignment with Funding Formulas
   Revenue assumptions are aligned with applicable state and federal funding formulas, including LCFF base, supplemental, and concentration grants.
3. Expenditure Assumptions
   Expenditures are developed in alignment with the school's design plan, instructional model, and market costs for staffing, services, and materials.
4. Fiscal Independence from Grants
   Revenues from grants and fundraising are included for transparency but are not essential to the school's fiscal solvency.

Fiscal Stability and Reserves

1. Reserve Levels
   ECS maintains unrestricted reserves that exceed the minimum requirements established by CCR §15450, ensuring adequate protection against unforeseen fiscal circumstances.
2. Balanced Budget
   Excelsior projects balanced budgets and positive ending fund balances for current year and the next two years.
3. Capital Coverage for Shortfalls
   If expenditures should exceed revenues in any future year, Excelsior has identified sufficient working capital and reserve funds to cover any temporary deficits until budgetary balance is restored.

Expenditure Provisions

1. Insurance and Risk Management
   Expenditures for property, liability, and other forms of insurance include coverage that names the authorizing district as an additional insured and/or includes a hold harmless agreement.
2. Legal and Compliance Costs
   The budget includes reasonable allocations for legal counsel, compliance monitoring, and audit services consistent with industry standards.
3. Special Education and Related Services
   Budgeted amounts for special education excess costs align with current district and county cost experiences, ensuring equitable access for all students with disabilities.
4. Facilities Costs
   If specific facilities are not secured, expenditures reflect reasonable market projections for leasing, maintenance, and utilities.
5. Student Meals
   The budget includes adequate allocations for student meals that comply with all federal nutritional requirements.

LCAP and Budget Alignment

Excelsior Charter School ensures that LCAP expenditures are fully aligned with the adopted budget. Each LCAP goal, action, and service corresponds directly with identified

budget allocations to demonstrate that fiscal resources support student achievement priorities. The Governing Board reviews and adopts the LCAP and annual budget concurrently to ensure full alignment between fiscal and programmatic plans.

Cash Flow and Multi-Year Projections

1. Monthly Projections
   Three-year cash flow projections include monthly revenue receipts consistent with state, local, and federal disbursement schedules.
2. Expenditure Schedules
   Expenditures are projected by month, reflecting standard payroll and vendor payment cycles.
3. Balance Sheet Maintenance
   Balance sheet accounts (including cash, receivables, and payables) are projected monthly to ensure liquidity and solvency.
4. Positive Cash Balances
   The school projects a positive cash balance in each month and has identified available lines of credit and reserve funds as sources of working capital, if necessary.

Financial Planning and Assumptions

1. Revenue and Enrollment Correlation
   Revenue projections correspond to student enrollment and attendance levels by grade span.
2. Staffing and Expenditure Alignment
   Expenditure assumptions are based on staffing levels and compensation structures consistent with the educational program and operational plan.
3. Facility and Program Alignment
   Expenditures reflect the school's facility needs and long-term strategic design plan.
4. Funding Reliability
   Revenues are based on state and federal funding guidelines, with growth projections that are reasonable and supported by historical trends.
5. Sustainability and Solvency
   Revenue from non-guaranteed sources (e.g., grants, donations) is not required to maintain fiscal solvency. Positive reserves are projected in all three fiscal years, and fund balances remain positive throughout the forecast period.

6. Grant Timelines
   Any referenced grant applications are identified with submission and funding timelines that align with planned expenditures.

Structure for Administrative Services and Operations

ECS has established and maintained written procedures governing all personnel transactions to ensure compliance with applicable laws, transparency, and fairness in employment practices.

Hiring Procedures

- Recruitment and selection shall follow equal employment opportunity (EEO) and nondiscrimination policies.
- Job descriptions shall be Board-approved and aligned with the school's mission and organizational structure.
- Screening, interviews, reference checks, and final hiring decisions shall be conducted by the Superintendent or designee.
- All offers of employment shall be made in writing, contingent upon fingerprint clearance and verification of credentials or qualifications.

Payroll Administration

- Payroll is processed semi-monthly or monthly through an approved accounting and payroll system.
- All compensation shall comply with approved salary schedules and employment contracts.
- Payroll reports shall be reconciled and reviewed monthly by the Business Office and verified by the Superintendent or designee.

Leaves and Absences

- Excelsior maintains a comprehensive leave policy consistent with state and federal labor laws (e.g., sick leave, FMLA, CFRA, personal necessity).
- Requests for leave shall be submitted in writing or electronically and approved according to administrative procedures.

Retirement and Benefits

- Eligible employees shall be enrolled in applicable retirement systems (e.g., CalSTRS or CalPERS) or approved alternative plans.
- The Business Office shall ensure timely submission of employer and employee contributions and maintain compliance with retirement reporting requirements.

Accounting and Payroll Processes

ECS has implemented fiscal control procedures that align with sound school business practices, Generally Accepted Accounting Principles (GAAP), and California Department of Education (CDE) fiscal standards.

Accounting System

- Excelsior shall use a double-entry accounting system and maintain all financial records in accordance with GAAP.
- All transactions shall be documented with supporting evidence, including purchase orders, receipts, and approvals.
- Monthly financial statements shall be prepared and reviewed by administration and the Board of Directors.

Internal Controls

- Segregation of duties shall be maintained to ensure that no single employee has authority over all aspects of a financial transaction.
- Bank reconciliations shall be completed monthly by staff independent of check issuance or deposits.
- Expenditures shall require prior authorization and dual signatures for disbursements over an established threshold.

Payroll Procedures

- Time and attendance shall be verified by supervisors prior to payroll submission.
- Payroll deductions and benefits shall be processed according to employee elections and statutory requirements.
- Annual audits shall include verification of payroll accuracy and compliance.

Risk Management

ECS has adopted a comprehensive risk management policy designed to safeguard assets, ensure compliance, and promote a safe environment.

Insurance Coverage

- Excelsior maintains adequate coverage including general liability, property, workers' compensation, directors and officers (D&O), and employment practices liability insurance (EPLI).

Policies and Procedures

- Excelsior has established safety protocols, including emergency preparedness, student supervision, and mandated reporting.
- Excelsior conducts regular safety audits and compliance reviews.
- Excelsior ensures data privacy and cybersecurity measures align with FERPA and state data protection requirements.

Oversight and Monitoring

- The Superintendent or designee shall report annually to the Board on risk exposure, mitigation strategies, and insurance renewals.

Nonprofit Fiscal Reporting

ECS affirms that it shall:

1. Maintain tax-exempt status under Internal Revenue Code §501(c)(3).
2. Prepare and submit all required federal and state filings, including IRS Form 990, RRF-1, and audited financial statements.
3. Provide copies of such reports to the Authorizing District and make them available to the public upon request.
4. Ensure that fiscal reporting demonstrates transparency, accountability, and compliance with all applicable laws and authorizer requirements.

Potential Civil Liability Effects

"The county board of education shall require that the petitioner or petitioners provide information regarding the proposed operation and potential effects of the charter school,

including, but not limited to, the facilities to be used by the charter school, the manner in which administrative services of the charter school are to be provided, and potential civil liability effects, if any, upon the charter school, any school district where the charter school may operate, and upon the county board of education. The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. If the charter school is to be operated by, or as, a nonprofit public benefit corporation, the petitioner shall provide the names and relevant qualifications of all persons whom the petitioner nominates to serve on the governing body of the charter school." [Ref. Ed. Code § 47605.6(h)]

Intent

This statement is intended to fulfill the terms of Education Code Section §47605.6(h) and provide information regarding the proposed operation and potential effects of the charter school on any school district where Excelsior may operate and the County Board.

Civil Liability

The Charter School shall be operated by EEC, a California non-profit public benefit corporation. The corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d). The specific purpose of this corporation is to manage, operate, guide, direct and promote one or more California public charter schools.

Pursuant to Education Code Section § 47604(c), an entity that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. Excelsior shall work diligently to assist the County in meeting any and all oversight obligations under the law, including meetings, reporting, or other requested protocol to ensure the County shall not be liable for the operation of the charter school. Similarly, any school district where Excelsior may operate will not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school.

The Bylaws of EEC provide for indemnification of its Board of Directors, officers, agents, and employees, and Excelsior shall purchase general liability insurance, Directors and Officers insurance, and fidelity bonding to secure against financial risks.

ECS shall continue to acquire and finance general liability, workers compensation, and other necessary insurance, as specified herein.

ECS has already secured and maintains insurance coverage to protect Excelsior from any claims that may arise from its operations. Should Excelsior deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accident, or any other type of insurance coverage, such insurance shall not be provided by the County and its purchase shall be the responsibility of the school.
The Board of Directors of EEC shall institute appropriate risk management practices, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Insurance

Excelsior Charter School ("Excelsior") shall purchase and maintain in full force and effect at all times during the term of this Charter insurance in amounts and types and subject to the terms approved by the San Bernardino County Office of Education's risk manager and as specified below. Excelsior's obligations to acquire and maintain insurance as provided in this section of the Charter shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end Excelsior's right to operate as a charter school pursuant to this Charter or cause Excelsior to cease operations until Excelsior has fully complied with the Closure Protocol set forth in this Charter.

Without limiting this Charter and/or the defense, indemnity, and hold-harmless obligations of Excelsior, throughout the life of the Charter, Excelsior shall obtain, pay for, and maintain in full force and effect insurance policies issued by an insurer or insurers admitted by the California Insurance Commissioner to do business in the State of California and rated not less than " A or A-VII" by A.M. Best Insurance Rating Guide, or, in the case of self-insurance, with a California Joint Powers Authority, a memorandum or memoranda of coverage providing coverage as follows:

Commercial General Liability insurance and/or coverage, which shall include coverage for: "bodily injury", "property damage", "advertising injury", and "personal injury", including, but not limited to, coverage for products and completed operations, sexual abuse/molestation, and sexual harassment with combined single limits of not less than $5,000,000 per occurrence and $20,000,000 in the aggregate.

Commercial Auto Liability insurance and/or coverage, which shall include coverage for owned, non-owned, and hired autos, with bodily injury and property damage liability limits not less than $1,000,000 per person and per occurrence.

Worker's Compensation insurance and/or coverage, as required by applicable law, with not less than statutory limits.

Property insurance and/or coverage, which shall include: (a) coverage for real property on an "all risk" basis with full replacement cost coverage and code upgrade coverage, (b) Fire Legal Liability, to protect against liability for portions of premises leased or rented, and (c) Business Personal Property, to protect on a Broad Form, named peril basis, for all furniture, equipment and supplies of Excelsior. If any San Bernardino County Office of Education property is leased, rented or borrowed, it shall also be insured by Excelsior in the same manner as (a), (b), and (c) above.

Professional Liability insurance and/or coverage, in an amount not less than $3,000,000 per "claim" with an aggregate policy limit of $3,000,000.

All of the insurance and/or coverage required by the foregoing provisions of this Charter shall: (a) be endorsed to name the San Bernardino County Office of Education and its Board of Trustees, Board members, officers, Board appointed groups, committees, boards, and any other Board appointed body, and administrators, employees and attorneys, agents, representatives, volunteers, successors, and assigns (collectively hereinafter the "San Bernardino County Office of Education and the San Bernardino County Office of Education Personnel") as additional insureds; (b) shall insure San Bernardino County Office of Education and San Bernardino County Office of Education Personnel to the same extent as Excelsior; (c) shall be primary insurance, and any insurance and/or self-insurance or coverage maintained by the San Bernardino County Office of Education and/or by the San Bernardino County Office of Education Personnel shall be in excess of Excelsior's insurance and/or coverage required by the foregoing provisions of this Charter and shall not contribute with the primary insurance and/or coverage to be provided by Excelsior; (d) shall be on an "occurrence" basis rather than a "claims made" basis, excepting only educators' legal liability and errors and omissions insurance and/or coverage, which shall be on a "claims made" basis; and (e) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of liability set forth in the applicable policy or memorandum of coverage.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that coverage shall not be suspended, rescinded, voided, cancelled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to the San Bernardino County Office of Education by US Mail, certified, or by personal delivery. In addition to such notice provided to the San Bernardino County Office of Education by the insurer, Excelsior shall also provide the San Bernardino County Office of Education with thirty (30) days prior written notice, by certified mail, return receipt requested, of the suspension, recession, voiding, cancellation, reduction in coverage or limits, non-renewal, or material change for any reason, of any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter. If at any time any policy of insurance or memorandum of coverage required by the foregoing provisions of this Charter is suspended, rescinded, voided, canceled, reduced in coverage or in limits, or non-renewed, or materially changed for any reason, Excelsior shall cease operations until such policy of insurance and/or memorandum of coverage is restored, and if the required insurance and/or coverage is not restored within two (2) business days, the Charter shall be subject to revocation pursuant Education Code Section 47607 and/or shall become void at the San Bernardino County Office of Education option.

The acceptance by the San Bernardino County Office of Education of the insurance and/or coverage required by the foregoing provisions of this Charter shall in no way limit the liability or responsibility of Excelsior or of any insurer or joint powers authority to the San Bernardino County Office of Education.

Each policy of insurance and/or memorandum of coverage required by the foregoing provisions of this Charter shall be endorsed to state that all rights of subrogation against the San Bernardino County Office of Education and/or the San Bernardino County Office of Education Personnel are waived.

Excelsior shall provide to the San Bernardino County Office of Education duplicate originals of each policy of insurance and/or each memorandum of coverage required by the foregoing provisions of this Charter, including all declarations, forms, and endorsements, which shall be received and approved by the San Bernardino County Office of Education within thirty (30) days of the approval of this Charter and by July 1 of each year thereafter. The duplicate originals and original endorsements required by this provision shall be signed by a person authorized by the insurer and/or joint powers

authority to bind coverage on its behalf. The procuring of such insurance and/or coverage or the delivery of duplicate originals and endorsements evidencing the same shall in no way be construed as a limitation of the obligation(s) of Excelsior to defend, indemnify, and hold harmless the San Bernardino County Office of Education and the San Bernardino County Office of Education Personnel.

The limits of liability applicable to the policies of insurance and/or memoranda of coverage required by the foregoing provisions of this Charter shall not reduce or limit the obligation(s) of Excelsior to defend, indemnify, and hold harmless the San Bernardino County Office of Education and the San Bernardino County Office of Education Personnel.

The limits of liability applicable to the policies of liability insurance and/or memoranda of coverage in place of liability insurance required by the foregoing provisions of this Charter shall not be reduced by or apply to defense costs or attorney s fees incurred to defend against covered claims.

Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverages required by the foregoing provisions of this Charter must be declared to and approved by the San Bernardino County Office of Education.

Excelsior shall promptly respond to all inquiries from the San Bernardino County Office of Education regarding any claims against Excelsior and/or any obligation of Excelsior under the foregoing provisions of this Charter.

Indemnification

To the fullest extent permitted by law, Excelsior agrees to promptly, fully and completely indemnify, defend through counsel reasonably acceptable to San Bernardino County Office of Education and hold harmless the San Bernardino County Office of Education, the San Bernardino County Office of Education's Board of Trustees, and each of their members, officers, administrators, employees, agents, representatives, volunteers, successors and assigns ("Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities of whatever nature or kind, including, but not limited to, attorney's fees and litigation costs, that in any way arise out of or relate to any actual or alleged act or omission on the part of Excelsior, and/or on the part of the board of directors, administrators, employees, agents, representatives, volunteers, subcontractors,

invitees, successors, and/or assigns of Excelsior in any way related to the performance of and/or to the failure to perform in whole or in part any obligation under the Charter and/or in any way related to the operation or operations of Excelsior or of any other facility, program, or activity. The obligations of Excelsior to defend the San Bernardino County Office of Education and the other Indemnitees identified herein is not contingent upon there being an acknowledgement of or a determination of the merit of any claim, demand, action, cause of action, or suit, and those obligations will be deemed to be triggered immediately upon the assertion of any claim, demands, actions, cause of action, or suit within the scope of this paragraph. However, nothing in this paragraph shall be construed to obligate Excelsior to indemnify Indemnitees for any claims, demands, actions, causes of action, suits, losses, expenses, costs, penalties, obligations, or liabilities resulting from an Indemnitee's sole negligence, from an Indemnitee's active negligence, or from an Indemnitee's willful misconduct where such sole negligence, active negligence, or willful misconduct has been adjudged by the final and binding findings of a court of competent jurisdiction; except, in instances where the active negligence or willful misconduct of an Indemnitee accounts for only part of the loss(es) involved, the indemnity obligations of Excelsior shall be for that portion of the loss(es) not due to the active negligence or the willful misconduct of such Indemnitees.

Excelsior further specifies that its indemnification, defense, and hold harmless obligations pursuant to this Charter extend to indemnify, defend, and hold the District and District Personnel harmless from any and all financial obligations in the event of an unbalanced budget.

Excelsior's obligation to indemnify, defend, and hold harmless the District and District Personnel, as set forth in this section of the Charter, shall survive the revocation, expiration, termination, or cancellation of this Charter or any other act or event that would end Excelsior's right to operate as a charter school pursuant to this Charter or cause Excelsior to cease operations.

Miscellaneous Provisions:

Inspections

Excelsior agrees to permit the County to inspect and receive copies of all records relating to the operation of Excelsior and Excelsior shall promptly comply with all reasonable inquiries from the County in accordance with Education Code section 47604.3. Excelsior shall be subject to the California Public Records Act.

Governing Law and Construction

This Charter shall, in all respects, be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within the State of California. Nothing contained herein shall be construed so as to require the commission of any act contrary to law.

Attachments

All of the attachments to this Charter are hereby incorporated herein and made a part hereof by this reference:

Term and Renewal

The term of this Charter shall run from July 1, 2026 through and including June 30, 2031. Excelsior may submit a request for renewal of its Charter between October 1, 2030 and January 31, 2031, unless otherwise agreed with the County, which timing the parties agree will provide adequate information regarding Excelsior's performance during the current term, specifically including increases in pupil academic achievement, while also providing adequate time for the consideration of and action on the renewal request. Excelsior understands and agrees that only after all renewal documentation, specifically including formal documentation of compliance with the applicable academic performance requirements (from a source such as CDE, not created internally be Excelsior) and the documents specified below, has been submitted to the County Office, receipt of the Charter renewal will be placed on the next regular or special County Board meeting agenda for which meeting the agenda deadline has not passed, and such receipt by the County Governing Board shall commence the timelines for action on the renewal request. Excelsior further acknowledges that County Governing Board agenda deadlines are generally at least two weeks prior to the Board meeting, and understands that receipt of the renewal request will be placed on a Board agenda in accordance with the District's normal agenda deadline requirements, and Excelsior may obtain specific agenda deadline information from the County Superintendent or designee prior to submittal.

Any renewal request shall include all of the following materials:

1. At least 12 hard copies (in notebooks or otherwise bound) of the entire renewal Charter, with the entire document (including any appendices, exhibits, or

attachments) sequentially numbered from the first through the last page (including any appendices, exhibits, or attachments), and also including a table of contents which includes references to all appendices/exhibits/attachments;

2. A redline comparing the renewal Charter to the current Charter included in each notebook;

3. An electronic (Word not PDF) version of both the clean and redline versions of the renewal Charter.

The renewal process shall be governed by the provisions of Education Code Section 47607 and the California Code of Regulations, Title 5, Section 11966.4, or the provisions of law that may supersede, modify, amend, or succeed those provisions. Each renewal of the Charter shall be for the time period specified by law applicable at the time of the renewal.

The County Governing Board delegates to the Superintendent or designee and the Excelsior Board delegates to the Principal or designee authority to waive or extend the timelines in this Charter, law, or applicable regulation for consideration or action on material revisions and/or renewal of this Charter.

ELEMENT P: COMMUNITY IMPACT STATEMENT

Excelsior Charter School respectfully submits this Community Impact Statement in support of its countywide charter renewal under California Education Code §47605.6. The charter serves students across San Bernardino County who require a countywide program to meet demonstrated academic, social-emotional, and post-secondary readiness needs not fully addressed through a single-district structure.

🎯 *Purpose & Mission*

Excelsior Charter School exists to expand equitable access to high-quality, flexible public education for underserved youth countywide, including historically disadvantaged and geographically dispersed student groups. The school's mission—to prepare students academically, socially, and emotionally for college, career, and civic contribution—aligns with countywide workforce and educational goals.

👥 *Student Populations Served*

The charter provides unique and necessary educational opportunities to:

Students seeking individualized, competency-based, flexible learning programs

Youth who are credit-deficient or at risk of dropping out

Students experiencing poverty, homelessness, and other barriers to learning

Military-connected, foster-youth, and justice-involved youth

Students requiring dual enrollment, accelerated learning, and career-technical pathways

These student needs cross multiple district boundaries and require a coordinated countywide educational model. Enrollment includes students from multiple districts who require services not feasibly delivered solely within their district of residence.

📌 *Demonstrated Countywide Need*

San Bernardino County continues to face significant educational challenges, including:

Persistent opportunity gaps for economically disadvantaged students

High student mobility rates across district boundaries

Regional equity disparities in college and career access

Need for alternative pathways aligned with regional workforce development sectors

Excelsior's educational program directly responds to these needs—and cannot be effectively replicated through a single-district charter due to student mobility, geographic barriers, and cross-district demand.

🧩 *Complement to Existing District Programs*

Excelsior Charter School supplements, rather than duplicates, existing district offerings by:

Providing flexible instructional delivery (in-person, hybrid, individualized learning)

Offering early-college, work-based learning, and regional CTE pathways aligned to county labor markets

Serving high-risk learners through wraparound supports

Collaborating with local districts, higher-education institutions, and community partners

Reducing dropout risk and re-engaging disconnected youth countywide

The charter enhances educational options without adversely impacting district programs.

🤝 *Community Partnerships & Impact*

Excelsior maintains partnerships with:

County of San Bernardino Workforce Development

Local higher-education institutions and employer groups

Youth and family services providers

Military and veteran-support organizations

Community-based organizations and civic partners

Through these partnerships, the charter provides workforce preparation, dual-enrollment opportunities, community service, and mental-health support services that increase student readiness for college, career, and community leadership.

📊 *Demonstrated Positive Outcomes*

The charter contributes to the county's educational ecosystem through:

Higher graduation and persistence rates for at-risk students

Increased dual-enrollment participation

Higher rates of successful academic intervention for credit-deficient youth

Documented success in re-engaging non-traditional and disenfranchised students

These results reflect the school's unique and effective countywide benefit.

Legal Compliance

Pursuant to Education Code §47605.6, this charter:

Provides a genuine, demonstrable countywide educational benefit

Serves students whose needs span district boundaries

Provides access to academic programs not fully replicable at the district level

Collaborates positively with districts and county agencies

Advances equitable access to high-quality public education

Conclusion

Renewing this charter fulfills the intent of Education Code §47605.6 by delivering demonstrable countywide benefits, expanding student access and opportunity, supporting vulnerable populations, and strengthening the overall educational landscape of San Bernardino County.

Excelsior Charter School respectfully requests approval of its renewal petition to continue providing high-impact, equitable, countywide educational services that promote academic achievement, graduation success, and long-term community vitality.

ECS is not a duplication of any program offered by any district in San Bernardino County. The uniqueness of our program has provided a benefit to the students and families of San Bernardino County for over 30 years.

APPENDICES

A. ADMINISTRATIVE BIOS
B. ARTICLES OF INCORPORATION
C. BOARD MEMBER BIOS
D. BUDGET AND FINANCIAL PLAN
E. BYLAWS
F. CONFLICT OF INTEREST CODE
G. CONTRACTS
H. DISTRICT COURSE CATALOG
I. DISTRICT OFFICE STAFF
J. ENROLLMENT FORM
K. EXCELSIOR CHARTER GROUP CONTRACT
L. INSURANCE POLICY
M. INTERNAL CONTROLS AND PREVENTION
N. LOCAL CONTROL AND ACCOUNTABILITY PLAN
O. MASTER BELL SCHEDULE SAMPLE- VICTORVILLE
P. MASTER SCHEDULE SAMPLE – VICTORVILLE
Q. NEWSLETTERS
R. ORGANIZATION CHART
S. SAFETY PLAN
T. SCHOOL SITE STAFF
U. STUDENT CALENDAR
V. STUDENT HANDBOOK
W. SPECIAL EDUCATION
X. WRITTEN LEARNING AGREEMENT



Administrative Bios

ADMINISTRATIVE TEAM

Excelsior Management Team

Excelsior is led by a team of accomplished staff, including:

Dr. Derek King, Superintendent
Dr. Derek King holds the position of Superintendent for Excelsior Charter Schools. Dr. King's educational career includes holding the positions of Teacher, Coordinator, Principal, Assistant Superintendent and Superintendent. Dr. King was previously on the State Board of Education's School Attendance and Review Board (SARB) and currently serves on the State Board of Education's Advisory Commission on Charter Schools. Dr. King is an actively involved regional leader. Dr. King currently or has previously served on the following; Victor Valley College Foundation Board Member, St. Mary's Hospital Community Board Member, Victor Valley Chamber of Commerce Chairman of the Board, Victorville Military Affairs Committee, Gangs and Drugs Taskforce and as a Sunrise Children's Foundation Board Member. Dr. King holds a Clear Single Subject Social Science Teaching Credential, California Clear Administrative Services Credential, Bachelors degree, two Masters degrees (Educational Administration and Instructional Technology) and a Doctorate of Education in Organizational Leadership.

Alicia Anderson, Chief Financial Officer
Alicia Anderson has worked at Excelsior since 2008, originally as the Director of Business Services and now as the Chief Financial Officer. Ms. Anderson holds a Bachelor's degree in Organizational Leadership. She has been in the finance field of education for more than 30years, in a variety of payroll, accounting and supervisory positions at Victor Valley Union High and Adelanto School Districts and Excelsior. The youngest of Alicia's three children graduated from Excelsior and is successfully in the workforce. Alicia attributes his success to the care and flexibility that Excelsior provided and is a strong proponent of allowing students to choose their educational path of success whether it's a charter, traditional or other type of school.

Alicia is deeply committed to the Excelsior's fiscal solvency and transparency and has built from her experience in the traditional school districts in establishing focused processes and procedures while maintaining the charter school model of flexibility. The clear focus from the Board of Directors and the Superintendent that the success of our students is the top priority in the budgeting process allows Alicia to achieve a strong, successful budget plan when allocating resources across the district each year.

Jamie Lowe, Assistant Superintendent of Student Services
Jamie Lowe currently serves as the Assistant Superintendent of Student Services for Excelsior Charter Schools, a role she assumed in 2021. With over two decades of dedicated service to the organization, Jamie brings a wealth of experience and a deep commitment to student success. Since joining Excelsior Charter Schools 25 years ago, she has held a variety of leadership roles including Academy Chair, Assistant Principal, Principal, and Assistant Superintendent of Administrative Services. Prior to joining leadership, Jamie served as an Independent study teacher and junior high instructor for language arts and history.

Jamie holds a bachelor's degree in liberal studies and a master's degree in psychology, equipping her with both a broad educational foundation and a deep understanding of student development and well-being. As the Assistant Superintendent of Student Services, Jamie is committed to

fostering a supportive, inclusive, equitable, and empowering educational environment where every student has the resources and opportunities needed to thrive academically, socially, and emotionally.

Dale Lee, Assistant Superintendent of Administrative Services
Dale Lee brings over two decades of leadership experience across both the business and education sectors. Holding a Bachelor's degree in Business Administration and a Master's in Teaching, Dale began a 15-year career as a self-employed entrepreneur specializing in e-commerce and business development before transitioning to public education.

In education, Dale has served as a math teacher, curriculum coordinator, director of assessment and accountability, and Assistant Superintendent of Educational Services. Throughout these roles, Dale led district-wide initiatives focused on curriculum alignment, digital learning integration, and systemic instructional improvement. Notably, Dale oversaw the implementation of a unified digital curriculum platform and a new student information system that enhanced instructional coherence and data transparency.

Currently serving as the Assistant Superintendent of Administrative Services, a position held since 2023, Dale provides leadership for district reporting, compliance, student data systems, staffing, and facilities operations. In this role, Dale applies a strategic, data-informed, and collaborative approach to continuous improvement, driving innovation and accountability across operational and instructional domains.
Dale's leadership is characterized by a commitment to excellence, organizational efficiency, and sustainable innovation—ensuring that systems and structures effectively support equitable student learning and long-term institutional success.



Articles of Incorporation

A0743716

3160059

FILED
Secretary of State
State of California
JUL 18 2013

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION of EEC

The undersigned certify that:

1. They are the President and the Secretary of EEC, a California nonprofit public benefit corporation.

2. **Paragraph One of Article II** of the Articles of Incorporation of this corporation is amended to read as follows:

> The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote one or more California public charter schools.

3. The foregoing amendment of the Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has no members.

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

DATE: 7-12-13

John Cordero, **President**

DATE: 7-12-13

William Flynn, **Secretary**

I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUL 31 2013

Date: _____

Debra Bowen

DEBRA BOWEN, Secretary of State

3162059

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP 19 2008

Debra Bowen

DEBRA BOWEN
Secretary of State

3162059

ARTICLES OF INCORPORATION
OF
EEC
(A California Nonprofit Public Benefit Corporation)

ENDORSED - FILED
In the office of the Secretary of State
of the State of California
SEP 19 2008

I.

The name of the Corporation shall be EEC.

II.

The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public and charitable purposes. The specific purposes for which this Corporation is organized are to manage, operate, guide, direct and promote the Excelsior Education Center, a California public charter school.

The Corporation is organized and operated exclusively for educational and charitable purposes pursuant to and within the meaning of Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue Law. Notwithstanding any other provision of these articles, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation. The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

III.

The name and address in the State of California of this Corporation's initial agent for service of process is:

Paul C. Minney
Spector, Middleton, Young and Minney, LLP
7 Parkcenter Drive
Sacramento, CA 95825

IV.

All corporate property is irrevocably dedicated to the purposes set forth in the second article above. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any of its directors, members, trustees, officers or other private persons except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the purposes set forth in Article II.

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

Subject to the provisions of the nonprofit public benefit provisions of the Nonprofit Corporation Law of the State of California, and any limitations in the articles or bylaws relating to action to be approved by the members or by a majority of all members, if any, the activities and affairs of this Corporation shall be conducted and all the powers shall be exercised by or under the direction of the board of directors.

The number of directors shall be as provided for in the bylaws. The bylaws shall prescribe the qualifications, mode of election, and term of office of directors.

V.

The authorized number and qualifications of members of the corporation, if any, the different classes of membership, the property, voting and other rights and privileges of members, and their liability for dues and assessments and the method of collection thereof, shall be set forth in the bylaws.

VI.

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of all debts and liabilities of the Corporation, shall be distributed to a nonprofit fund, foundation, or association which is organized and operated exclusively for educational, public or charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Dated: 9/19/2008

Andrea C. Sexton, Incorporator

OFFICE OF THE SECRETARY OF STATE



Board Member Biographies

Board Member Biographies



Sara Ontiveros

Board President

Sara Ontiveros is a dedicated educator specializing in student advocacy, mental health, and school counseling. Equipped with a background in K-12 education, Mrs. Ontiveros has served students and families over the last 17 years. She holds a Master of Arts in Curriculum and Instruction, along with an education specialist credential, multiple subject credential, single subject English credential and a pupil personnel services credential. She integrates a comprehensive understanding of curriculum design and student support into her practice. Her teaching expertise in addressing the mental health needs of students and fostering an inclusive learning environment has been instrumental in promoting holistic development and academic success. Mrs. Ontiveros is committed to empowering students and collaborating with educators to create supportive and effective educational experiences.

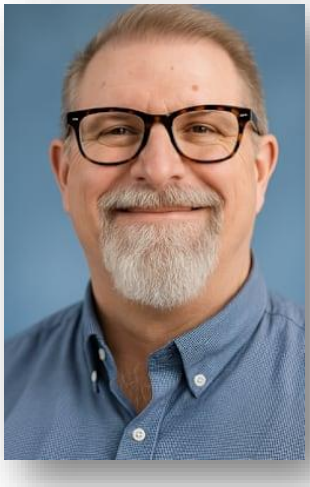


Navid McCarthy

Secretary/Treasurer

Navid joined Excelsior Charter Schools in 2001 as a Math teacher and during her career at Excelsior held the positions of lead mentor, Curriculum Coordinator, Assistant Superintendent of Human Resources and Deputy Superintendent. She retired from Excelsior in 2017.

Navid holds a Bachelor of Science Degree in Industrial Engineering from University of Iowa, a Masters Degree in Curriculum and Instruction and a Masters Degree in Educational Leadership. She also holds a California clear teaching credential in math and a supplementary credential in physical science in addition to a clear leadership credential. She has lived in the High Desert since 1990.



Bill Edwards

Board Member

Bill Edwards has a deep history in the High Desert, where he has been a resident for 50 years. His family roots in this community run even deeper—his grandfather moved here in 1943 and raised his five sons and four daughters in this valley. Bill is blessed to be married to his high school sweetheart, Marianne, and together they have built a family with two sons and two daughters. Their ties to Excelsior Charter Schools are also strong, with his oldest child being an Excelsior alumnus.

For the past 21 years, Bill has dedicated his life to local pastoral and homeless ministries, serving individuals and families seeking life change and transformation. He previously worked at the Victor Valley Rescue Mission for 16 years, where he served those experiencing homelessness and hardship. Bill is now developing a new vocational training program to support recovery programs, equipping participants with practical skills that foster independence, stability, and long-term success.



Valerie Ruiz

Board Member

Valerie Ruiz is a dedicated ECS Board Member and local business leader in Hesperia, California. A strong advocate for education and vocational pathways, Valerie partners with schools and community programs to expand opportunities for students. Her commitment to community service, youth development, and strengthening educational access drives her work both on the ECS Board and throughout the High Desert. Valerie has been a resident since 2010, Mrs. Ruiz, her husband and their five boys are extremely blessed to call the High Desert home. She always feels privileged to be able to grow, thrive and make roots in this community she loves.



Jennifer Little

Parent Board Member

Jennifer Little is a lifelong High Desert resident and a proud parent of five children, ages 7 to 17—two of whom currently attend Excelsior. Deeply committed to supporting student success, Jennifer serves on the Excelsior Board of Directors as Parent Board Member, where she advocates for strong school-family partnerships and enrichments that elevate the student experience.

Jennifer is a passionate supporter of Excelsior's Arts Program and believes in the importance of creative opportunities that help students grow, express themselves, and discover their talents. Her dedication to her family, community, and Excelsior reflects her long-standing commitment to ensuring that all students have access to diverse pathways that inspire learning and success. Jennifer has over 20 years of service as the City of Victorville's Technology Coordinator.



Budget and Financial Plan

Charter Schools
Budget Submission Check List

Form Revised 4/18/2025

Excelsior Charter School
36-10363-3630761

On or before July 1 Budget Report to Authorizing District ***(Coordinate due date with District)***

Electronic - Required
CHARTER 2025-26 Budget/Interim Reporting Worksheet (all Budget tabs completed):

X	Budget - Certification
X	Budget - ADA Projections
X	Budget - Assumptions
X	Budget - Unrestricted MYP
X	Budget - Restricted MYP
X	Budget - Summary MYP
X	Budget - Debt (sheet has a field to report if No Debt)
X	Budget - Cash Flow Year 1
X	Budget - Cash Flow Year 2

X	LCFF calculator (using the most recent FCMAT release*)
X	LCAP

Hard Copy - Minimum Requirement (authorizing District may require additional documents):

X	Budget - Certification ***Signed***

* Be sure to use the most recent version of the calculator at:
https://www.fcmat.org/lcff

Charter School Name: Excelsior Charter School
CDS #: 36-10363-3630761
Charter Authorizer: San Bernardino County Superintendent of Schools
County: San Bernardino
Charter #: 1910

Form Revised 4/18/2025

To the authorizing/oversight district:
2025-26 CHARTER SCHOOL INTERIM REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: _____ Date: _____
Charter School Official
(Original signature required)

Printed Name: Alicia Anderson Title: CFO

CERTIFICATION OF FINANCIAL CONDITION:

X POSITIVE	QUALIFIED	NEGATIVE
As the Charter School Official, I certify that this Charter will be able to meet its financial obligations for the current fiscal year and two subsequent fiscal years.	As the Charter School Official, I certify that this Charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.	As the Charter School Official, I certify that based upon current projections this charter will be unable to meet its financial obligations for remainder of the fiscal year or for the subsequent year.

To the County Superintendent of Schools:
2025-26 CHARTER SCHOOL INTERIM REPORT -- ALTERNATIVE FORM: This report has been reviewed pursuant to Education Code 47604.32(a) is hereby filed with the County Superintendent pursuant to Education Code Section 47604.33.

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)

Printed Name: Title:

POSITIVE	QUALIFIED	NEGATIVE
As the Charter School Authorizer, I believe that this Charter will be able to meet its financial obligations for the current fiscal year and two subsequent fiscal years.	As the Charter School Authorizer, I believe that this Charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.	As the Charter School Authorizer, I believe that based upon current projections this charter will be unable to meet its financial obligations for remainder of the fiscal year or for the subsequent year.

2025-26 CHARTER SCHOOL INTERIM REPORT -- ALTERNATIVE FORM: This report has been received by the County Superintendent of Schools pursuant to Education Code Section 47604.33(1).

Signed: _____ Date: _____
County Superintendent/Designee
(Original signature required)

For additional information on the budget report, please contact:

For Charter School:

Alicia Anderson
Name

CFO
Title

760-245-4262
Telephone

aliciaa@excelsior.com
E-mail address

Charter School Attendance
Form Revised 4/18/2025

CHARTER NAME: Excelsior Charter School
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Projected ADA

Charter Authorizer: San Bernardino County Superintendent of Schools	Line	2024-25 Actual ADA P-2	2024-25 Funded ADA *	2025-26 Projected ADA P-2	2025-26 Funded ADA *	2025-26 % Change over Prior Year	2026-27 Projected ADA P-2	2026-27 Funded ADA *	2026-27 % Change over Prior Year	2027-28 Projected ADA P-2	2027-28 Funded ADA *	2027-28 % Change over Prior Year
Non Classroom Funding Determination Rate* 100%												
TK/K-3:												
Regular ADA	A-1											
Classroom-based ADA included in A-1	A-2											
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	-		-			-			-		
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-	
ADA for Students in Transitional Kindergarten (Lines A-1, A-3, A-5, and A-7, TK/K-3 Column, First Year ADA Only)	B-1											
Grades 4-6												
Regular ADA	A-1											
Classroom-based ADA included in A-1	A-2											
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	-		-			-			-		
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	-	-	-	-		-	-		-	-	
Grades 7-8												
Regular ADA	A-1	807.44		867.30		7.41%	888.99		2.50%	911.22		2.50%
Classroom-based ADA included in A-1	A-2											
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	807.44		867.30		7.41%	888.99		2.50%	911.22		2.50%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	807.44	807.44	867.30	867.30	7.41%	888.99	888.99	2.50%	911.22	911.22	2.50%

Charter School Attendance
Form Revised 4/18/2025

CHARTER NAME: Excelsior Charter School
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Projected ADA

Charter Authorizer: San Bernardino County Superintendent of Schools	Line	2024-25 Actual ADA P-2	2024-25 Funded ADA *	2025-26 Projected ADA P-2	2025-26 Funded ADA *	2025-26 % Change over Prior Year	2026-27 Projected ADA P-2	2026-27 Funded ADA *	2026-27 % Change over Prior Year	2027-28 Projected ADA P-2	2027-28 Funded ADA *	2027-28 % Change over Prior Year
Grades 9-12												
Regular ADA	A-1	1,483.35		1,548.40		4.39%	1,587.11		2.50%	1,626.79		2.50%
Classroom-based ADA included in A-1	A-2											
Extended Year Special Ed	A-3											
Classroom-based ADA included in A-3	A-4											
Special Ed - NPS	A-5											
Classroom-based ADA included in A-5	A-6											
Extended Year Special Ed - NPS	A-7											
Classroom-based ADA included in A-7	A-8											
ADA Totals (A-1, A3, A5, A7)	A-9	1,483.35		1,548.40		4.39%	1,587.11		2.50%	1,626.79		2.50%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	1,483.35	1,483.35	1,548.40	1,548.40	4.39%	1,587.11	1,587.11	2.50%	1,626.79	1,626.79	2.50%
Totals												
Regular ADA	A-1	2,290.79		2,415.70		5.45%	2,476.10		2.50%	2,538.01		2.50%
Classroom-based ADA included in A-1	A-2	-		-			-			-		
Extended Year Special Ed	A-3	-		-			-			-		
Classroom-based ADA included in A-3	A-4	-		-			-			-		
Special Ed - NPS	A-5	-		-			-			-		
Classroom-based ADA included in A-5	A-6	-		-			-			-		
Extended Year Special Ed - NPS	A-7	-		-			-			-		
Classroom-based ADA included in A-7	A-8	-		-			-			-		
ADA Totals (A-1, A3, A5, A7)	A-9	2,290.79		2,415.70		5.45%	2,476.10		2.50%	2,538.01		2.50%
Classroom-based ADA Totals (A-2, A-4, A-6, A-8)	A-10	-	-	-	-		-	-		-	-	
Non classroom-based ADA Totals (Difference of A-9 and A-10)	A-11	2,290.79	2,290.79	2,415.70	2,415.70	5.45%	2,476.10	2,476.10	2.50%	2,538.01	2,538.01	2.50%
Total Funded ADA			2,290.79		2,415.70			2,476.10			2,538.01	

* For non-classroom, P-2 ADA is multiplied by Funding Determination %. Use this amount in the LCFF calculator and any other ADA based revenue calculations.

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget

Form Revised 4/18/2025

ASSUMPTIONS:			2025-26	2026-27	Change	2027-28	Change
Local Control Funding (LCFF) - BAS/FCMAT Calculator:							
COLA (on Base)			2.30%	3.02%	0.72%	3.42%	0.40%
Total Phase-In Entitlement (FCMAT calculator, Summary Tab)			$ 36,248,522	$ 38,990,550	7.56%	$ 41,381,146	6.13%
LCAP: Public Hearing Date (mm/dd/yyyy)		6/24/2025					
Board Approval Date (mm/dd/yyyy)		6/24/2025					
Lottery Allocation Amount Per ADA:							
Unrestricted			$ 191	$ 191	$ -	$ 191	$ -
Restricted			$ 82	$ 82	$ -	$ 82	$ -
ADA/Enrollment:							
Total Non-Classroom Based (Independent Study) ADA			2,415.70	2,476.10	60.40	2,538.01	61.91
Total Funded Non-Classroom Based (Independent Study) ADA			2,415.70	2,476.10	60.40	2,538.01	61.91
Total Classroom Based ADA			-	-	0.00	-	0.00
Total Funded P-2 Attendance			2,415.70	2,476.10	60.40	2,538.01	61.91
Estimated Enrollment	PY CBEDS Certified Enrollment	2,170	2,465	2,527	62.00	2,590	63.00
Enrollment Growth Over Prior Year			13.59%	2.52%		2.49%	
ADA to Enrollment Ratio	2024-25	105.57%	98.00%	97.99%		97.99%	
Unduplicated Count	PY CBEDS Certified Unduplicated Count	1,593	1,799	1,845	46.00	1,891	46.00
Unduplicated Pupil % (FCMAT LCFF Calc, Summary Tab, Rolling %)	2024-25	73.41%	72.98%	73.12%		73.01%	
Certificated Salaries and Benefits:							
Number of Teachers (FTE)			122.70	122.70	0.00	122.70	0.00
Number of Certificated Management FTEs			19.00	19.00	0.00	19.00	0.00
Number of Other Certificated FTEs			3.00	3.00	0.00	3.00	0.00
Classroom Staffing Ratio - Students per FTE			20.09	20.59	0.51	21.11	0.51
Teachers Increased/(Decreased) for projected Enrollment change over PY					0.00		0.00
Average Teacher FTE Salary			$ 85,065	$ 89,761	5.52%	$ 95,075	5.92%
Average Certificated Management FTE Salary			$ 152,042	$ 160,435	5.52%	$ 169,932	5.92%
Average Other Certificated FTE Salary			$ 110,781	$ 116,896	5.52%	$ 123,816	5.92%
Cert Step and Column Increase (Total Annual Cost)			$ 316,301	$ 333,761	5.52%	$ 353,520	5.92%
Other Pay, Stipends, Extra Pay			$ 300,000	$ 300,000	0.00%	$ 300,000	0.00%
Health and Welfare Cost per Employee			$ 26,529	$ 24,000	-9.53%	$ 24,000	0.00%
Retirement Cost per Cert Employee			$ 16,247	$ 17,144	5.52%	$ 18,159	5.92%
STRS Rate			19.10%	19.10%	0.00%	19.10%	0.00%

Optional - Additional information/explanation of Certificated S&B Assumptions above (calculation methodology, inclusions/exclusions, etc…):

Explain any year over year changes (+/- positions, budgeted salary increases (ongoing or one-time), health and welfare contribution changes, etc…):

Benefit cap to $24,000 in 26/27.

Classified Salaries and Benefits:							
Number of Classified (Non-Mgmt) FTEs			65.00	65.00	0.00	65.00	0.00
Number of Classified Mangement FTEs			3.00	3.00	0.00	3.00	0.00
Average Salary per Classified Non-Mgmt FTE			$ 32,748	$ 34,556	5.52%	$ 36,601	5.92%
Average Salary per Classified Mgmt FTE			$ 91,080	$ 96,108	5.52%	$ 101,797	5.92%
Class Step and Column Increase (Total Annual Cost)			$ 72,057	$ 76,035	5.52%	$ 80,536	5.92%
Other Pay, Stipends, Extra Pay							
Health and Welfare Cost per Class Employee			$ 26,529	$ 24,000	-9.53%	$ 24,000	0.00%
Retirement Cost per ClassEmployee			$ 8,780	$ 9,296	5.88%	$ 10,175	9.46%
PERS Rate			26.81%	26.90%	0.09%	27.80%	0.90%

Optional - Additional information/explanation of Certificated S&B Assumptions above (calculation methodology, inclusions/exclusions, etc…):

Explain any year over year changes (+/- positions, budgeted salary increases (ongoing or one-time), health and welfare contribution changes, etc…):

Benefit cap to $24,000 in 26/27.

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget

Form Revised 4/18/2025

ASSUMPTIONS:	2025-26	2026-27	Change	2027-28	Change
Statutory Benefits					
FICA (Social Security)	6.20%	6.20%	0.00%	6.20%	0.00%
Medicare Tax	1.45%	1.45%	0.00%	1.45%	0.00%
Unemployment	5.00%	5.00%	0.00%	5.00%	0.00%
Workers Comp	1.06000%	1.06000%	0.00%	1.06000%	0.00%
Facilities:					
Rent	$ 2,140,040	$ 2,204,241	3.00%	$ 2,270,368	3.00%
Electricity	$ 448,148	$ 470,555	5.00%	$ 494,083	5.00%
Heating (gas)	$ 38,320	$ 40,236	5.00%	$ 42,248	5.00%
Other	$ 95,036	$ 99,788	5.00%	$ 104,777	5.00%
Explain "Other" facility costs:					
Water service					
Administrative Service Agreements:					
1.00% Oversight Fees to Sponsor	$ 362,485	$ 389,906	7.56%	$ 413,811	6.13%
Administive Service Contract					
Other Contracted Costs					
List Noteworthy Assumptions for other budget line items: (Books, Supplies, Services, Capital Outlay, Debt, etc.)					

Fiscal Year 2025-26 Budget
Unrestricted MYP

Form Revised 4/18/2025

DESCRIPTION		Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
REVENUES								
LCFF Sources								
LCFF	8011	32,510,040	35,714,907	9.86%	38,427,724	7.60%	40,786,353	6.14%
EPA	8012	458,158	500,133	9.16%	528,507	5.67%	559,616	5.89%
State Aid - Prior Year	8019	6,995						
In Lieu Property Taxes	8096	30,115	33,482	11.18%	34,319	2.50%	35,177	2.50%
Federal	8100-8299	17,966	50,000	178.30%	50,000	0.00%	50,000	0.00%
State								
Lottery - Unrestricted	8560	437,541	481,912	10.14%	493,962	2.50%	506,312	2.50%
Lottery - Prop 20 - Restricted	8560							
Other State Revenue	8300-8599	98,909	106,118	7.29%	112,052	5.59%	118,779	6.00%
Local								
Interest	8660	214,927	220,000	2.36%	220,000	0.00%	220,000	0.00%
AB602 Local Special Education Transfer	8792							
Other Local Revenues	8600-8799	272,163	120,606	-55.69%	122,724	1.76%	124,906	1.78%
Total Revenues		$ 34,046,814	$ 37,227,158	9.34%	$ 39,989,288	7.42%	$ 42,401,143	6.03%
EXPENDITURES								
Certificated Salaries	1000-1999	10,840,989	11,688,237	7.82%	13,320,102	13.96%	14,108,652	5.92%
Classified Salaries	2000-2999	1,761,258	2,247,159	27.59%	2,560,898	13.96%	2,712,503	5.92%
Benefits	3000-3999	6,520,913	6,793,946	4.19%	7,622,880	12.20%	8,080,253	6.00%
Books & Supplies	4000-4999	1,228,527	1,849,439	50.54%	1,904,922	3.00%	1,962,070	3.00%
Contracts & Services	5000-5999	10,979,769	13,025,316	18.63%	13,676,582	5.00%	14,360,411	5.00%
Capital Outlay (Modified Accrual Basis Only)	6000-6599							
Depreciation Expense (Accrual Basis Only)	6900	1,445,555	1,445,555	0.00%	1,445,555	0.00%	1,445,555	0.00%
Other Outgo	7100-7299							
Debt Service (see Debt Form)	7400-7499							
Total Expenditures		$ 32,777,011	$ 37,049,652	13.04%	$ 40,530,939	9.40%	$ 42,669,444	5.28%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ 1,269,803	$ 177,506	-86.02%	$ (541,651)		$ (268,301)	
OTHER SOURCES & USES								
Other Sources/Contributions to Restricted Programs	8900							
Other Uses	7600							
Net Sources & Uses		$ -	$ -		$ -		$ -	
NET INCREASE (DECREASE) IN FUND BALANCE		$ 1,269,803	$ 177,506	-86.02%	$ (541,651)		$ (268,301)	
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	48,491,631	49,761,434	2.62%	49,938,941	0.36%	49,397,290	-1.08%
Adjustments for Unaudited Actuals	9792							
Beg Fund Balance at Unaudited Actuals								

Fiscal Year 2025-26 Budget
Unrestricted MYP

Form Revised 4/18/2025

DESCRIPTION		Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
Adjustments for Audit	9793							
Adjustments for Restatements	9795							
Beginning Fund Balance as per Audit Report +/- Restatements		48,491,631						
Ending Balance	9790	$ 49,761,434	$ 49,938,941	0.36%	$ 49,397,290	-1.08%	$ 49,128,989	-0.54%
Components of Ending Fund Balance (Budget):								
a. Nonspendable								
Revolving Cash	9711	1,000	1,000	0.00%	1,000	0.00%	1,000	0.00%
Stores	9712							
Prepaid Expenditures	9713	350,000	350,000	0.00%	350,000	0.00%	350,000	0.00%
All Others	9719							
b. Restricted	9740							
c. Committed								
Committed - Stabilization Arrangements	9750							
Committed - Other	9760	45,472,346	45,287,984	-0.41%	44,456,551	-1.84%	43,999,334	-1.03%
d. Assignments	9780							
e. Unassigned								
Reserve for Ecomonic Uncertainties	9789	1,949,134	2,087,708	7.11%	2,267,796	8.63%	2,369,193	4.47%
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	1,988,954	2,212,249	11.23%	2,321,943	4.96%	2,409,462	3.77%

ASSUMPTIONS FOR UNRESTRICTED PROGRAMS:

LIST FEDERAL UNRESTRICTED REVENUES (MOST FEDERAL PROGRAM REVENUES ARE RESTRICTED AND SHOULD BE ON RESTRICTED SHEET)

1	Erate	17,966	50,000	178.30%	50,000	0.00%	50,000	0.00%
2								
3								
4								
5								
6								
7								
8								
9								
	Total Federal Awards Budgeted:	$ 17,966	$ 50,000	178.30%	$ 50,000	0.00%	$ 50,000	0.00%

Lottery Unrestricted Allocation per ADA		$ 191		$ 191		$ 191	
Lottery Unrestricted Estimated Award		$ 481,912	10.14%	$ 493,962	2.50%	$ 506,312	2.50%

Fiscal Year 2025-26 Budget
Unrestricted MYP

Form Revised 4/18/2025

	DESCRIPTION	Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
	LIST UNRESTRICTED STATE FUNDS BUDGETED IN "Other State Revenue"							
1	Mandated Block Grant	98,909	106,118	7.29%	112,052	5.59%	118,779	6.00%
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
	Total Other State Revenue Funds Budgeted:	$ 98,909	$ 106,118	7.29%	$ 112,052	5.59%	$ 118,779	6.00%
	LIST OTHER UNRESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"							
1	Redlands Lease Payment	67,536	70,606	4.55%	72,724	3.00%	74,906	3.00%
2	Other Miscellaneous Revenue	199,627	50,000	-74.95%	50,000	0.00%	50,000	0.00%
3	Barona Education Grant	5,000						
4								
5								
6								
	Total Other Local Revenue Funds Budgeted:	$ 272,163	$ 120,606	-55.69%	$ 122,724	1.76%	$ 124,906	1.78%

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Restricted MYP

Form Revised 4/18/2025

DESCRIPTION		Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
REVENUES								
LCFF Sources								
LCFF	8011							
EPA	8012							
State Aid - Prior Year	8019							
In Lieu Property Taxes	8096							
Federal	8100-8299	1,654,400	1,581,066	-4.43%	1,625,687	2.82%	1,671,575	2.82%
State								
Lottery - Unrestricted	8560							
Lottery - Prop 20 - Restricted	8560	187,845	206,894		212,067		217,370	2.50%
Other State Revenue	8300-8599	3,094,922	799,403	-74.17%	823,005	2.95%	847,254	2.95%
Local								
Interest	8660							
AB602 Local Special Education Transfer	8792	1,737,022	1,882,887	8.40%	1,929,959	2.50%	1,978,208	2.50%
Other Local Revenues	8600-8799	-	-		-		-	
Total Revenues		$ 6,674,189	$ 4,470,250	-33.02%	$ 4,590,718	2.69%	$ 4,714,407	2.69%
EXPENDITURES								
Certificated Salaries	1000-1999	1,830,168	1,961,984	7.20%	2,060,083	5.00%	2,034,555	-1.24%
Classified Salaries	2000-2999	409,517	374,616	-8.52%	393,347	5.00%	323,445	-17.77%
Benefits	3000-3999	1,086,240	1,121,568	3.25%	1,188,862	6.00%	1,126,369	-5.26%
Books & Supplies	4000-4999	906,251	402,826	-55.55%	359,885	-10.66%	370,682	3.00%
Contracts & Services	5000-5999	1,767,388	664,679	-62.39%	639,494	-3.79%	671,469	5.00%
Capital Outlay (Modified Accrual Basis Only)	6000-6599							
Depreciation Expense (Accrual Basis Only)	6900							
Other Outgo	7100-7299	206,110	178,834	-13.23%	183,305	2.50%	187,887	2.50%
Debt Service (see Debt Form)	7400-7499							
Total Expenditures		$ 6,205,674	$ 4,704,507	-24.19%	$ 4,824,976	2.56%	$ 4,714,407	-2.29%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ 468,515	$ (234,257)		$ (234,258)		$ (0)	
OTHER SOURCES & USES								
Other Sources/Contributions to Restricted Programs	8900							
Other Uses	7600							
Net Sources & Uses		$ -	$ -		$ -		$ -	
NET INCREASE (DECREASE) IN FUND BALANCE		$ 468,515	$ (234,257)		$ (234,258)		$ (0)	

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Restricted MYP

Form Revised 4/18/2025

DESCRIPTION		Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791		468,515		234,258	-50.00%	-	
Adjustments for Unaudited Actuals	9792							
Beg Fund Balance at Unaudited Actuals								
Adjustments for Audit	9793							
Adjustments for Restatements	9795							
Beginning Fund Balance as per Audit Report +/- Restatements		-						
Ending Balance		$ 468,515	$ 234,258	-50.00%	$ -		$ -	
Components of Ending Fund Balance (Budget):								
a. Nonspendable								
Revolving Cash	9711							
Stores	9712							
Prepaid Expenditures	9713							
All Others	9719							
b. Restricted	9740	468,515	234,258	-50.00%	-		-	
c. Committed								
Committed - Stabilization Arrangements	9750							
Committed - Other	9760							
d. Assignments	9780							
e. Unassigned								
Reserve for Ecomonic Uncertainties	9789							
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790							

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Restricted MYP

Form Revised 4/18/2025

	DESCRIPTION	Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
If Restricted Fund Balances Exist, Identify Balance by Program:								
1	CYBHI Capacity Grant	468,515	234,258	-50.00%				
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
		468,515	234,258		-		-	

ASSUMPTIONS FOR RESTRICTED PROGRAMS:

LIST FEDERAL RESTRICTED REVENUES

1	Title I	594,256	612,084	3.00%	630,447	3.00%	649,360	3.00%
2	Title II	78,869	81,235	3.00%	83,672	3.00%	86,182	3.00%
3	Child Nutrition	362,869	325,326	-10.35%	335,086	3.00%	345,139	3.00%
4	SPED Idea	496,177	562,421		576,482		590,894	
5	SPED Mental Health ADA - Pass through to DM Selpa	26,563						
6	Supply Chain Assistance	95,666						
7								
8								
9								
10								
11								
12								
13								
14								
15					-		-	
16								
17								
18								
19								
20								
	Total Federal Awards Budgeted:	$ 1,654,400	$ 1,581,066	-4.43%	$ 1,625,687	2.82%	$ 1,671,575	2.82%

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Restricted MYP

Form Revised 4/18/2025

	DESCRIPTION	Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
	Lottery Prop 20 Restricted Allocation per ADA		$ 82		$ 82		$ 82	
	Lottery Estimated Prop 20 Restricted Award		$ 206,894		$ 212,067	2.50%	$ 217,370	2.50%
	LIST RESTRICTED STATE FUNDS BUDGETED IN "Other State Revenue"							
1	Child Nutrition	240,754	237,261	-1.45%	246,751	4.00%	256,622	4.00%
2	Prop 28 AMS	329,654	383,308	16.28%	392,949	2.52%	402,745	2.49%
3	AB602 Sped Mental Health - Pass through to DM SELPA	179,547	178,834	-0.40%	183,305	2.50%	187,887	2.50%
4	CCSPP Planning Grant	166,710						
5	Learning Recovery Emergency Block Grant	1,709,742						
6	CYBHI Capacity Grant	468,515						
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
	Total Other State Revenue Funds Budgeted:	$ 3,094,922	$ 799,403	-74.17%	$ 823,005	2.95%	$ 847,254	2.95%
	LIST OTHER RESTRICTED LOCAL REVENUES BUDGETED in "Other Local Revenues"							
1								
2								
3								
4								
5								
6								
	Total Other Local Revenue Funds Budgeted:	$ -	$ -		$ -		$ -	
	SPECIAL EDUCATION DETAILS:							
	What % of student population is Special Ed	17.00%	18.00%	1.00%	18.00%	0.00%	18.00%	0.00%
	For SELPA services, is the Charter under School District, or a member LEA?	Desert Mountain Selpa						
	AB602 Revenue	1,737,022	1,882,887	8.40%	1,929,959	2.50%	1,978,208	2.50%
	Other Special Ed Revenue	496,177	562,421	13.35%	576,482	2.50%	590,894	2.50%
	Unrestricted Contribution to Special Ed							
	Total Special Ed Funding	2,233,199	2,445,308		2,506,441		2,569,102	
	Special Ed Expenditures							

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Summary MYP

Form Revised 4/18/2025

DESCRIPTION		Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
REVENUES								
LCFF Sources								
LCFF	8011	32,510,040	35,714,907	9.86%	38,427,724	7.60%	40,786,353	6.14%
EPA	8012	458,158	500,133	9.16%	528,507	5.67%	559,616	5.89%
State Aid - Prior Year	8019	6,995	-		-		-	
In Lieu Property Taxes	8096	30,115	33,482	11.18%	34,319	2.50%	35,177	2.50%
Federal	8100-8299	1,672,366	1,631,066	-2.47%	1,675,687	2.74%	1,721,575	2.74%
State								
Lottery - Unrestricted	8560	437,541	481,912	10.14%	493,962	2.50%	506,312	2.50%
Lottery - Prop 20 - Restricted	8560	187,845	206,894	10.14%	212,067	2.50%	217,370	2.50%
Other State Revenue	8300-8599	3,193,831	905,521	-71.65%	935,057	3.26%	966,033	3.31%
Local								
Interest	8660	214,927	220,000	2.36%	220,000	0.00%	220,000	0.00%
AB602 Local Special Education Transfer	8792	1,737,022	1,882,887	8.40%	1,929,959	2.50%	1,978,208	2.50%
Other Local Revenues	8600-8799	272,163	120,606	-55.69%	122,724	1.76%	124,906	1.78%
Total Revenues		$ 40,721,003	$ 41,697,409	2.40%	$ 44,580,006	6.91%	$ 47,115,550	5.69%
EXPENDITURES								
Certificated Salaries	1000-1999	12,671,157	13,650,221	7.73%	15,380,185	12.67%	16,143,207	4.96%
Classified Salaries	2000-2999	2,170,775	2,621,775	20.78%	2,954,245	12.68%	3,035,948	2.77%
Benefits	3000-3999	7,607,153	7,915,514	4.05%	8,811,742	11.32%	9,206,622	4.48%
Books & Supplies	4000-4999	2,134,778	2,252,265	5.50%	2,264,807	0.56%	2,332,752	3.00%
Contracts & Services	5000-5999	12,747,157	13,689,995	7.40%	14,316,076	4.57%	15,031,880	5.00%
Capital Outlay (Modified Accrual Basis Only)	6000-6599	-	-		-		-	
Depreciation Expense (Accrual Basis Only)	6900	1,445,555	1,445,555	0.00%	1,445,555	0.00%	1,445,555	0.00%
Other Outgo	7100-7299	206,110	178,834	-13.23%	183,305	2.50%	187,887	2.50%
Debt Service (see Debt Form)	7400-7499	-	-		-		-	
Total Expenditures		$ 38,982,685	$ 41,754,159	7.11%	$ 45,355,915	8.63%	$ 47,383,851	4.47%
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ 1,738,318	$ (56,750)		$ (775,909)		$ (268,301)	
OTHER SOURCES & USES								
Other Sources/Contributions to Restricted Programs	8900	-	-		-		-	
Other Uses	7600	-	-		-		-	
Net Sources & Uses		$ -	$ -		$ -		$ -	
NET INCREASE (DECREASE) IN FUND BALANCE		$ 1,738,318	$ (56,750)		$ (775,909)		$ (268,301)	

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Summary MYP

Form Revised 4/18/2025

DESCRIPTION		Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change
FUND BALANCE, RESERVES								
Beginning Balance at Adopted Budget	9791	48,491,631	50,229,949	3.58%	50,173,199	-0.11%	49,397,290	-1.55%
Adjustments for Unaudited Actuals	9792							
Beg Fund Balance at Unaudited Actuals								
Adjustments for Audit	9793							
Adjustments for Restatements	9795	-						
Beginning Fund Balance as per Audit Report +/- Restatements		48,491,631						
Ending Balance	9790	$ 50,229,949	$ 50,173,199	-0.11%	$ 49,397,290	-1.55%	$ 49,128,989	-0.54%
Components of Ending Fund Balance (Budget):								
a. Nonspendable								
Revolving Cash	9711	1,000	1,000	0.00%	1,000	0.00%	1,000	0.00%
Stores	9712	-	-		-		-	
Prepaid Expenditures	9713	350,000	350,000	0.00%	350,000	0.00%	350,000	0.00%
All Others	9719	-	-		-		-	
b. Restricted	9740	468,515	234,258	-50.00%	-		-	
c. Committed								
Committed - Stabilization Arrangements	9750	-	-		-		-	
Committed - Other	9760	45,472,346	45,287,984	-0.41%	44,456,551	-1.84%	43,999,334	-1.03%
d. Assignments	9780	-	-		-		-	
e. Unassigned								
Reserve for Ecomonic Uncertainties	9789	1,949,134	2,087,708	7.11%	2,267,796	8.63%	2,369,193	4.47%
Undesignated / Unappropriated Amount / Unrestricted Net Position	9790	1,988,954	2,212,249	11.23%	2,321,943	4.96%	2,409,462	3.77%
Economic Uncertainty and Unappropriated Reserve Percentage (9789+9790)/(Total Expenditures + Other Uses)		10.10%	10.30%		10.12%		10.08%	

Reserve Standard (unless different standard identified in MOU)	**3%**	**3%**	**3%**	**3%**
If MOU contains a Reserve Standard other than above, enter here				
Reserve Standard Met/Not Met	**Met**	**Met**	**Met**	**Met**

If not meeting standards, discuss fiscal recovery plan:

Unrestricted Deficit Spending Percentage	0.0%	0.0%	1.3%	0.6%
Unrestricted Deficit Spending Standard	**3.4%**	**3.4%**	**3.4%**	**3.4%**
Unrestricted Deficit Spending Standard Met/Not Met	**Met**	**Met**	**Met**	**Met**

If deficit spending, explain cause and if one-time or on-going. If for on-going, what is the Charter's plan to eliminatethe deficit?

CHARTER NAME: Excelsior Charter School
CDS #: 36-10363-3630761
CHARTER #: 1910

Fiscal Year 2025-26 Budget
Summary MYP

Form Revised 4/18/2025

DESCRIPTION	Estimated Actuals 2024-25	Adopted Budget 2025-26	Percent Change	Projected Budget 2026-27	Percent Change	Projected Budget 2027-28	Percent Change

DEBT - Multiyear Commitments

Fiscal Year 2025-26 Budget

CHARTER NAME: Excelsior Charter School

Form Revised 4/18/2025

Complete the following table for all significant multiyear commitments for the budget year and the following two years. Clearly identify the number of years remaining and the total remaining principal amount of the commitment, the amount of principal and interest budgeted for the current fiscal year and the following two years.

Under the Comment Section, provide a brief statement identifying the funding source for repayment of each obligation.

NO DEBT (if no debt, **X**)

Type of Commitment	# of Years Remaining	July 1, 2025 Principal Balance	2025-26 Payment Principle	2025-26 Payment Interest	2026-27 Payment Principle	2026-27 Payment Interest	2027-28 Payment Principle	2027-28 Payment Interest	Object Code(s)
State School Building Loans									
Charter School Start-up Loans									
Other Post Employment Benefits									
Compensated Absences									
Bank Line of Credit Loans									
Municipal Lease									
Capital Lease									
Capital Lease									
Capital Lease									
Inter-Agency Borrowing									
Other	30	9,614,583	140,417	455,167	150,667	448,795	150,833	440,875	5610
Total		**9,614,583**	**140,417**	**455,167**	**150,667**	**448,795**	**150,833**	**440,875**	

Other Commitments:

Comments:

Redlands campus - Bond Repayment

CHARTER NAME: Excelsior Charter School

DATE PREPARED: 6/16/2025

2025-26 Budget Cash Flow

Form Revised 4/18/2025

			July Estimated	% Bud	August Estimated	% Bud	September Estimated	% Bud	October Estimated	% Bud	November Estimated	% Bud	December Estimated	% Bud	January Estimated	% Bud
Beginning Cash Balance		##########	7,304,416		8,169,869		7,300,272		5,793,565		6,188,712		6,267,760		6,970,003	
REVENUE																
LCFF Sources																
LCFF	8011				1,785,745	5.00%	1,785,745	5.00%	3,214,341	9.00%	3,214,341	9.00%	3,214,341	9.00%	3,214,341	9.00%
EPA	8012								125,033	25.00%					125,033	25.00%
State Aid - Prior Year	8019															
In Lieu Property Taxes	8096												33,482	100.00%		
Federal	8100-8299				51,236	3.14%	62,115	3.81%	78,145	4.79%	82,978	5.09%	225,469	13.82%	70,166	4.30%
State																
Lottery - Unrestricted	8560												120,478	25.00%		
Lottery - Prop 20 - Restricted	8560												51,723	25.00%		
Other State Revenue	8300-8599						-		19,771	2.18%	24,997	2.76%	147,551	16.29%	20,165	2.23%
Local																
Interest	8660		18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%
AB602 Local Special Education Transfer	8792				156,907	8.33%	156,907	8.33%	156,907	8.33%	156,907	8.33%	156,907	8.33%	156,907	8.33%
Other Local Revenues	8600-8799		6,134	5.09%	6,134	5.09%	6,134	5.09%	14,469	12.00%	9,021	7.48%	6,134	5.09%	12,649	10.49%
Total Revenues			$ 24,467	0.06%	$ 2,018,355	4.84%	$ 2,029,234	4.87%	$ 3,626,999	8.70%	$ 3,506,577	8.41%	$ 3,974,418	9.53%	$ 3,617,594	8.68%
EXPENDITURES																
Certificated Salaries	1000-1999		163,802	1.20%	1,226,038	8.98%	1,226,038	8.98%	1,226,038	8.98%	1,226,038	8.98%	1,226,038	8.98%	1,226,038	8.98%
Classified Salaries	2000-2999		6,554	0.25%	237,747	9.07%	237,747	9.07%	237,747	9.07%	237,747	9.07%	237,747	9.07%	237,747	9.07%
Benefits	3000-3999		659,626	8.33%	659,626	8.33%	659,626	8.33%	659,626	8.33%	659,626	8.33%	659,626	8.33%	659,626	8.33%
Books & Supplies	4000-4999		122,136	5.42%	126,649	5.62%	122,543	5.44%	118,779	5.27%	183,365	8.14%	173,251	7.69%	106,631	4.73%
Contracts & Services	5000-5999		965,449	7.05%	1,077,856	7.87%	999,413	7.30%	989,662	7.23%	1,061,142	7.75%	975,513	7.13%	1,011,146	7.39%
Capital Outlay (Modified Accrual Basis Only)	6000-6599															
Depreciation Expense (Accrual Basis Only)	6900															
Other Outgo	7100-7299										59,611	33.33%				
Debt Service (see Debt Form)	7400-7499															
Total Expenditures			$ 1,917,567	4.59%	$ 3,327,916	7.97%	$ 3,245,367	7.77%	$ 3,231,852	7.74%	$ 3,427,529	8.21%	$ 3,272,175	7.84%	$ 3,241,188	7.76%
OTHER SOURCES/USES																
Other Sources/Contributions to Restricted Programs	8900															
Other Uses	7600															
Net Sources & Uses			$ -		$ -		$ -		$ -		$ -		$ -		$ -	

BALANCE SHEET		July 1 - Beginning Balances		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal
Capital Assets - Net of Accum Depr (Accrual Basis Only)	9400-9489	40,057,517												
Accounts Receivable	9210	4,775,971	3,887,954	81.41%	888,017	18.59%								
Prepaid Expenditures	9330	336,815	336,815	100.00%										
Other Non Current Assets														
Accounts Payable	9510	2,204,843	1,466,216	66.50%	448,053	20.32%	290,574	13.18%						
Line of Credit Payments	9640													
Deferred Revenue	9650	39,927												
Other Non Current Liabilities														
TOTAL BALANCE SHEET		$ 42,925,533	$ 2,758,553		$ 439,964		$ (290,574)		$ -		$ -		$ -	
OTHER ADJUSTMENTS (LIST)														
TOTAL OTHER ADJUSTMENTS		$ -	$ -		$ -		$ -		$ -		$ -		$ -	
NET REVENUES LESS EXPENDITURES			$ 865,453		$ (869,597)		$ (1,506,707)		$ 395,147		$ 79,048		$ 702,243		$ 376,406
ENDING CASH BALANCE			$ 8,169,869		$ 7,300,272		$ 5,793,565		$ 6,188,712		$ 6,267,760		$ 6,970,003		$ 7,346,409

CHARTER NAME: Excelsior Charter School

DATE PREPARED: 6/16/2025

2025-26 Budget Cash Flow

Form Revised 4/18/2025

		February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance		7,346,409		7,686,829		8,291,616		8,534,100		8,718,858		7,800,981			
REVENUE															
LCFF Sources															
LCFF	8011	3,214,341	9.00%	3,214,341	9.00%	3,214,341	9.00%	3,214,341	9.00%	3,214,341	9.00%	3,214,348	35,714,907	35,714,907	-
EPA	8012					125,033	25.00%					125,034	500,133	500,133	-
State Aid - Prior Year	8019											-	-	-	-
In Lieu Property Taxes	8096											-	33,482	33,482	-
Federal	8100-8299	79,665	4.88%	243,189	14.91%	80,079	4.91%	76,449	4.69%	246,551	15.12%	335,024	1,631,066	1,631,066	-
State															
Lottery - Unrestricted	8560			120,478	25.00%					120,478	25.00%	120,478	481,912	481,912	-
Lottery - Prop 20 - Restricted	8560			51,723	25.00%					51,723	25.00%	51,725	206,894	206,894	-
Other State Revenue	8300-8599	96,116	10.61%	146,221	16.15%	23,055	2.55%	46,021	5.08%	148,001	16.34%	233,624	905,521	905,521	-
Local															
Interest	8660	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,337	8.34%	-	220,000	220,000	-
AB602 Local Special Education Transfer	8792	156,907	8.33%	156,907	8.33%	156,907	8.33%	156,907	8.33%	156,907	8.33%	156,910	1,882,887	1,882,887	-
Other Local Revenues	8600-8799	6,134	5.09%	15,447	12.81%	6,134	5.09%	11,015	9.13%	21,201	17.58%	-	120,606	120,606	-
Total Revenues		$ 3,571,496	8.57%	$ 3,966,639	9.51%	$ 3,623,882	8.69%	$ 3,523,066	8.45%	$ 3,977,539	9.54%	$ 4,237,143	$ 41,697,409	$ 41,697,409	$ -
EXPENDITURES															
Certificated Salaries	1000-1999	1,226,038	8.98%	1,226,038	8.98%	1,226,038	8.98%	1,226,038	8.98%	1,226,039	8.98%	-	13,650,221	13,650,221	-
Classified Salaries	2000-2999	237,747	9.07%	237,747	9.07%	237,747	9.07%	237,747	9.07%	237,751	9.07%	-	2,621,775	2,621,775	-
Benefits	3000-3999	659,626	8.33%	659,626	8.33%	659,626	8.33%	659,626	8.33%	659,628	8.33%	-	7,915,514	7,915,514	-
Books & Supplies	4000-4999	125,449	5.57%	206,614	9.17%	255,496	11.34%	216,449	9.61%	273,654	12.15%	221,249	2,252,265	2,252,265	-
Contracts & Services	5000-5999	982,216	7.17%	972,216	7.10%	1,002,491	7.32%	998,448	7.29%	993,177	7.25%	1,661,266	13,689,995	13,689,995	-
Capital Outlay (Modified Accrual Basis Only)	6000-6599											-	-	-	-
Depreciation Expense (Accrual Basis Only)	6900									1,445,555	100.00%	-	1,445,555	1,445,555	-
Other Outgo	7100-7299			59,611	33.33%					59,612	33.33%	-	178,834	178,834	-
Debt Service (see Debt Form)	7400-7499											-	-	-	-
Total Expenditures		$ 3,231,076	7.74%	$ 3,361,852	8.05%	$ 3,381,398	8.10%	$ 3,338,308	8.00%	$ 4,895,416	11.72%	$ 1,882,515	$ 41,754,159	$ 41,754,159	$ -
OTHER SOURCES/USES															
Other Sources/Contributions to Restricted Programs	8900											-	-	-	-
Other Uses	7600											-	-	-	-
Net Sources & Uses		$ -		$ -		$ -		$ -		$ -		$ -	$ -	$ -	$ -
BALANCE SHEET			% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal			Remaining Balance	
Capital Assets - Net of Accum Depr (Accrual Basis Only)	9400-9489												-	40,057,517	
Accounts Receivable	9210												4,775,971	-	
Prepaid Expenditures	9330												336,815	-	
Other Non Current Assets													-	-	
Accounts Payable	9510												2,204,843	-	
Line of Credit Payments	9640												-	-	
Deferred Revenue	9650												-	39,927	
Other Non Current Liabilities													-	-	
TOTAL BALANCE SHEET		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,907,943	$ 40,017,590	
OTHER ADJUSTMENTS (LIST)														Remaining Balance	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
TOTAL OTHER ADJUSTMENTS		$ -		$ -		$ -		$ -		$ -			$ -	$ -	
NET REVENUES LESS EXPENDITURES		$ 340,420		$ 604,787		$ 242,484		$ 184,758		$ (917,877)		$ 2,354,628	$ 2,851,193		
ENDING CASH BALANCE		$ 7,686,829		$ 8,291,616		$ 8,534,100		$ 8,718,858		$ 7,800,981		$ 50,173,198.85			

Ending Fund Balance $ 50,173,199

Ending Cash (AC6) plus Ending Total Balance Sheet (AE52) plus Accruals (AC64) should equal Ending Fund Balance Ending Cash does

CHARTER NAME: Excelsior Charter School

DATE PREPARED: 6/16/2025

2026-27 Budget Cash Flow

Form Revised 4/18/2025

			July Estimated	% Bud	August Estimated	% Bud	September Estimated	% Bud	October Estimated	% Bud	November Estimated	% Bud	December Estimated	% Bud	January Estimated	% Bud
Beginning Cash Balance		##########	7,800,981		8,180,772		6,809,734		5,480,885		5,860,741		6,042,510		6,507,984	
REVENUE																
LCFF Sources																
LCFF	8011				1,921,386	5.00%	1,921,386	5.00%	3,458,495	9.00%	3,458,495	9.00%	3,458,495	9.00%	3,458,495	9.00%
EPA	8012								132,127	25.00%					132,127	25.00%
State Aid - Prior Year	8019															
In Lieu Property Taxes	8096												34,319	100.00%		
Federal	8100-8299						65,114	3.89%	180,049	10.74%	146,658	8.75%	139,640	8.33%	165,201	9.86%
State																
Lottery - Unrestricted	8560												123,490	25.00%		
Lottery - Prop 20 - Restricted	8560												53,016	25.00%		
Other State Revenue	8300-8599				76,125	8.14%	78,112	8.35%	60,513	6.47%	82,169	8.79%	70,009	7.49%	73,168	7.82%
Local																
Interest	8660		18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%
AB602 Local Special Education Transfer	8792				160,829	8.33%	160,829	8.33%	160,829	8.33%	160,829	8.33%	160,829	8.33%	160,829	8.33%
Other Local Revenues	8600-8799		6,234	5.08%	6,234	5.08%	6,234	5.08%	9,044	7.37%	16,887	13.76%	4,066	3.31%	20,164	16.43%
Total Revenues			$ 24,567	0.06%	$ 2,182,907	4.90%	$ 2,250,008	5.05%	$ 4,019,390	9.02%	$ 3,883,371	8.71%	$ 4,062,197	9.11%	$ 4,028,317	9.04%
EXPENDITURES																
Certificated Salaries	1000-1999		184,562	1.20%	1,381,420	8.98%	1,381,420	8.98%	1,381,420	8.98%	1,381,420	8.98%	1,381,420	8.98%	1,381,420	8.98%
Classified Salaries	2000-2999		7,386	0.25%	267,896	9.07%	267,896	9.07%	267,896	9.07%	267,896	9.07%	267,896	9.07%	267,896	9.07%
Benefits	3000-3999		734,311	8.33%	734,311	8.33%	734,311	8.33%	734,311	8.33%	734,311	8.33%	734,311	8.33%	734,311	8.33%
Books & Supplies	4000-4999		26,449	1.17%	106,165	4.69%	184,882	8.16%	154,671	6.83%	126,448	5.58%	136,498	6.03%	162,214	7.16%
Contracts & Services	5000-5999		1,054,495	7.37%	1,066,154	7.45%	1,000,548	6.99%	1,101,236	7.69%	1,099,875	7.68%	1,076,598	7.52%	1,103,446	7.71%
Capital Outlay (Modified Accrual Basis Only)	6000-6599															
Depreciation Expense (Accrual Basis Only)	6900															
Other Outgo	7100-7299										91,652	50.00%				
Debt Service (see Debt Form)	7400-7499															
Total Expenditures			$ 2,007,203	4.43%	$ 3,555,946	7.84%	$ 3,569,057	7.87%	$ 3,639,534	8.02%	$ 3,701,602	8.16%	$ 3,596,723	7.93%	$ 3,649,287	8.05%
OTHER SOURCES/USES																
Other Sources/Contributions to Restricted Programs	8900															
Other Uses	7600															
Net Sources & Uses			$ -		$ -		$ -		$ -		$ -		$ -		$ -	
BALANCE SHEET		July 1 - Beginning Balances		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal
Capital Assets - Net of Accum Depr (Accrual Basis Only)	9400-9489	40,057,517														
Accounts Receivable	9210	4,237,143	3,168,876	74.79%	613,579	14.48%	454,688	10.73%								
Prepaid Expenditures	9330	-														
Other Non Current Assets		-														
Accounts Payable	9510	1,882,515	806,449	42.84%	611,578	32.49%	464,488	24.67%								
Line of Credit Payments	9640	-														
Deferred Revenue	9650	39,927														
Other Non Current Liabilities		-														
TOTAL BALANCE SHEET		$ 42,372,218	$ 2,362,427		$ 2,001		$ (9,800)		$ -		$ -		$ -		$ -	
OTHER ADJUSTMENTS (LIST)																
TOTAL OTHER ADJUSTMENTS		$ -	$ -		$ -		$ -		$ -		$ -		$ -		$ -	
NET REVENUES LESS EXPENDITURES			$ 379,791		$ (1,371,038)		$ (1,328,849)		$ 379,856		$ 181,769		$ 465,474		$ 379,030	
ENDING CASH BALANCE			$ 8,180,772		$ 6,809,734		$ 5,480,885		$ 5,860,741		$ 6,042,510		$ 6,507,984		$ 6,887,014	

CHARTER NAME: Excelsior Charter School

DATE PREPARED: 6/16/2025

2026-27 Budget Cash Flow

Form Revised 4/18/2025

		February Estimated	% Bud	March Estimated	% Bud	April Estimated	% Bud	May Estimated	% Bud	June Estimated	% Bud	Estimated Accrual	Total	Projected Budget	Difference
Beginning Cash Balance		6,887,014		7,092,228		7,468,702		7,732,802		7,991,106		6,861,159			
REVENUE															
LCFF Sources															
LCFF	8011	3,458,495	9.00%	3,458,495	9.00%	3,458,495	9.00%	3,458,495	9.00%	3,458,495	9.00%	3,458,497	38,427,724	38,427,724	-
EPA	8012					132,127	25.00%					132,126	528,507	528,507	-
State Aid - Prior Year	8019											-	-	-	-
In Lieu Property Taxes	8096											-	34,319	34,319	-
Federal	8100-8299	114,966	6.86%	146,635	8.75%	165,587	9.88%	128,946	7.70%	103,654	6.19%	319,237	1,675,687	1,675,687	-
State															
Lottery - Unrestricted	8560			123,490	25.00%					123,490	25.00%	123,492	493,962	493,962	-
Lottery - Prop 20 - Restricted	8560			53,016	25.00%					53,016	25.00%	53,019	212,067	212,067	-
Other State Revenue	8300-8599	71,154	7.61%	77,921	8.33%	73,165	7.82%	77,946	8.34%	79,984	8.55%	114,791	935,057	935,057	-
Local															
Interest	8660	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,333	8.33%	18,337	8.34%	-	220,000	220,000	-
AB602 Local Special Education Transfer	8792	160,829	8.33%	160,829	8.33%	160,829	8.33%	160,829	8.33%	160,829	8.33%	160,840	1,929,959	1,929,959	-
Other Local Revenues	8600-8799	15,554	12.67%	8,317	6.78%	8,755	7.13%	15,001	12.22%	6,234	5.08%	-	122,724	122,724	-
Total Revenues		$ 3,839,331	8.61%	$ 4,047,036	9.08%	$ 4,017,291	9.01%	$ 3,859,550	8.66%	$ 4,004,039	8.98%	$ 4,362,002	$ 44,580,006	$ 44,580,006	$ -
EXPENDITURES															
Certificated Salaries	1000-1999	1,381,420	8.98%	1,381,420	8.98%	1,381,420	8.98%	1,381,420	8.98%	1,381,423	8.98%	-	15,380,185	15,380,185	-
Classified Salaries	2000-2999	267,896	9.07%	267,896	9.07%	267,896	9.07%	267,896	9.07%	267,899	9.07%	-	2,954,245	2,954,245	-
Benefits	3000-3999	734,311	8.33%	734,311	8.33%	734,311	8.33%	734,311	8.33%	734,321	8.33%	-	8,811,742	8,811,742	-
Books & Supplies	4000-4999	167,995	7.42%	188,795	8.34%	163,017	7.20%	206,154	9.10%	199,876	8.83%	441,643	2,264,807	2,264,807	-
Contracts & Services	5000-5999	1,082,495	7.56%	1,006,487	7.03%	1,206,547	8.43%	1,011,465	7.07%	1,064,985	7.44%	1,441,745	14,316,076	14,316,076	-
Capital Outlay (Modified Accrual Basis Only)	6000-6599											-	-	-	-
Depreciation Expense (Accrual Basis Only)	6900									1,445,555	100.00%	-	1,445,555	1,445,555	-
Other Outgo	7100-7299			91,653	50.00%							-	183,305	183,305	-
Debt Service (see Debt Form)	7400-7499											-	-	-	-
Total Expenditures		$ 3,634,117	8.01%	$ 3,670,562	8.09%	$ 3,753,191	8.27%	$ 3,601,246	7.94%	$ 5,094,059	11.23%	$ 1,883,388	$ 45,355,915	$ 45,355,915	$ -
OTHER SOURCES/USES															
Other Sources/Contributions to Restricted Programs	8900											-	-	-	-
Other Uses	7600											-	-	-	-
Net Sources & Uses		$ -		$ -		$ -		$ -		$ -		$ -	$ -	$ -	$ -
BALANCE SHEET			% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal		% Beg Bal			Remaining Balance	
Capital Assets - Net of Accum Depr (Accrual Basis Only)	9400-9489												-	40,057,517	
Accounts Receivable	9210												4,237,143	0	
Prepaid Expenditures	9330												-	-	
Other Non Current Assets													-	-	
Accounts Payable	9510												1,882,515	-	
Line of Credit Payments	9640												-	-	
Deferred Revenue	9650									39,927	100.00%		39,927	-	
Other Non Current Liabilities													-	-	
TOTAL BALANCE SHEET		$ -		$ -		$ -		$ -		$ (39,927)		$ -	$ 2,314,701	$ 40,057,517	
OTHER ADJUSTMENTS (LIST)														Remaining Balance	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
													-	-	
TOTAL OTHER ADJUSTMENTS		$ -		$ -		$ -		$ -		$ -			$ -	$ -	
NET REVENUES LESS EXPENDITURES		$ 205,214		$ 376,474		$ 264,100		$ 258,304		$ (1,129,947)		$ 2,478,614	$ 1,538,792		
ENDING CASH BALANCE		$ 7,092,228		$ 7,468,702		$ 7,732,802		$ 7,991,106		$ 6,861,159		$ 49,397,290.01			

Ending Fund Balance	$ 49,397,290
Ending Cash (AC6) plus Ending Total Balance Sheet (AE52) plus Accruals (AC64) should equal Ending Fund Balance	$ 0



Bylaws

BYLAWS
OF
EEC

(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this corporation is EEC.

ARTICLE II
PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 15505 Civic Drive, Victorville, State of California. The Board of Directors may change the location of the principal office. Any such change of location must be noted by the Secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

Section 2. OTHER OFFICES OF THE CORPORATION. The Board of Directors may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE III
GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to manage, operate, guide, direct and promote the Excelsior Charter Schools ("Charter School"), a California public charter school. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV
CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit

Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE V
DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation's assets are irrevocably dedicated to public benefit purposes as set forth in the Charter School's Charter. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation's Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors ("Board"). The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of these bylaws, but subject to the same limitations, the Board of Directors shall have the power to:

a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.

b. Change the principal office or the principal business office from one location to another so long as the office is located in the jurisdictional boundaries of San Bernardino County, California; conduct its activities in California; and designate a

place in California for holding any meeting of members, subject to the limitation that the Board of Directors must hold meetings in the geographical jurisdiction of San Bernardino County in locations that afford parents and San Bernardino county residents an adequate opportunity to participate in official public matters concerning EEC and Excelsior Charter Schools.

c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

d. Adopt and use a corporate seal; prescribe the forms of membership certificates; and alter the forms of the seal and certificates.

Section 3. DESIGNATED DIRECTORS, TERMS AND COMPOSITION. The number of directors shall be no less than five (5) and no more than seven (7), unless changed by amendments to these bylaws. All directors shall be designated by the existing Board of Directors. All directors are to be designated at the corporation's annual meeting of the Board of Directors. The Board shall ensure that one Board representative is reserved for parent of a student currently attending a charter school operated by EEC, subject to the limitations set forth in these Bylaws.

In accordance with Education Code Section 47604(b), the authority that grants the charter to a charter school to be operated by a nonprofit public benefit corporation shall be entitled to a single representative on the Board of Directors of the nonprofit public benefit corporation. If the San Bernardino County Board of Education chooses to place a representative on the Board the total number of Board members may be increased by one to maintain an odd number of Board members.

Section 4. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS. No persons serving on the Board of Directors may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board has adopted a conflict of interest policy pursuant to the requirements of the Political Reform Act (*Govt. Code* section 81000, *et seq.*), and the Corporation and Board of Directors are subject to the requirements of Cal. Govt. Code section 1090.

Section 5. DIRECTORS' TERM. Except for the initial Board of Directors, each director shall hold office for four (4) years and until a successor director has been designated and qualified. No board member may serve more than two consecutive terms. After serving two consecutive terms, an individual must take one year off before he or she is able to serve on the Board again.

Parent members of the Board shall serve one (1) year terms to ensure greater participation by parents at different school sites.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will utilize a committee ("Nominating Committee") to designate qualified candidates for election to the Board of Directors before the date of any election of directors.

The nominating committee shall make its report before the date of the election or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by Nominating Committee.

Subject only to Board confirmation that the candidates are qualified for Board service, the Board shall ratify the Nominating Committee's selections and install the candidates nominated by the Nominating Committee.

The Nominating Committee shall be composed as follows:

a. Two (2) members of the Charter School Board of Directors;
b. One (1) Charter School staff member, to be appointed by the Superintendent of the Charter School; and
c. The Superintendent of the Charter School, who shall serve as an ex-officio member of the Committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the members, at any meeting of members at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting; and (e) termination of employment with the Charter School.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may elect a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director may be removed, with or without cause, by the vote of a super-majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the unanimous consent of the directors then in office, (b) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code Section 5211, or (c) a sole remaining director.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall be held at the principal office of the Corporation. However, the Board of Directors may designate that a meeting be held at any place within California that has been designated by resolution of the Board of Directors or in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act"). (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code).

The Board of Directors shall meet annually for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least seventy-two (72) hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or the President, or the Secretary, or any two directors. The party calling a special meeting shall determine the place, date, and time thereof.

Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to each director and to the public through the posting of an agenda. Pursuant to the Brown Act, the Board of Directors shall adhere to the following notice requirements for special meetings:

a. Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at

which the meetings of the Board of Directors are regularly held.

b. Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted and electronically received by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

c. The notice of special meeting shall state the time of the meeting, and the place if the place is other than the principal office of the Corporation, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the voting directors then in office shall constitute a quorum. Unless otherwise required by law, or otherwise specified in these bylaws, all acts or decisions of the Board of Directors will be by majority vote based upon the presence of a quorum. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Voting directors may not vote by proxy.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the authorizing agency of the Charter School;

b. All votes taken during a teleconference meeting shall be by roll call;

c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;[1]

e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and

f. The agenda shall indicate that members of the public attending a meeting conducted

[1] This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location. Said locations must be ADA accessible.

via teleconference need not give their name when entering the conference call.[2]

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by any applicable public open meeting law.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors shall serve without compensation for their service as Directors, as defined in Corporations Code section 5239(b), for their service. In lieu of reimbursement of actual, reasonable, and necessary expenses incurred conducting the corporation's business, which includes transportation costs for travel to and from Board meetings and other events a Director attends to conduct the corporation's business, Directors may receive a nominal per month stipend for their service as Directors. The corporation may carry liability insurance respecting the conduct of the corporation's business by the Directors.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more voting directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the authorized number of directors. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

a. Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

b. Fill vacancies on the Board of Directors or any committee of the Board;

c. Fix compensation of the directors for serving on the Board of Directors or on any committee;

d. Amend or repeal bylaws or adopt new bylaws;

e. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

f. Create any other committees of the Board of Directors or appoint the members of committees of the Board;

g. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

[2] The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

h. Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest.

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. NON-LIABILITY OF DIRECTORS. Unless otherwise required by law, no director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS. The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act ("FERPA") as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this corporation shall be a President, a Vice-President, a Secretary and a Chief Financial Officer. The corporation, at the Board's direction, may also have a Chairman of the Board, additional Vice-Presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The President, Vice-President and Clerk shall be members of the Board. The Secretary and Chief Financial Officer are not required to be members of the Board. The officers, in addition to the corporate duties set forth in this Article VIII, shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. DUPLICATION OF OFFICE HOLDERS. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. ELECTION OF OFFICERS. The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. REMOVAL OF OFFICERS. Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with or without cause.

An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If there is no President, the Chairman of the Board of Directors shall also be the chief executive officer and shall have the powers and duties of the President of the corporation set forth in these bylaws. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. Subject to such supervisory powers as the Board of Directors may give to the Chairman of the Board, if any, and subject to the control of the Board, and subject to President's contract of employment, the President shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall preside at all Board of Directors' meetings. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. VICE-PRESIDENTS. If the President is absent or disabled, the Vice-Presidents, if any, in order of their rank as fixed by the Board, or, if not ranked, a Vice-President designated by the Board, shall perform all duties of the President. When so acting, a Vice-President shall have all powers of and be subject to all restrictions on the President. The Vice-Presidents shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. SECRETARY. The office of Secretary shall be held by the Superintendent of the Charter School. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; and the names of the directors present at Board of Directors and committee meetings.

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 12. CHIEF FINANCIAL OFFICER. The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The Chief Financial Officer shall send or cause to be given to directors such financial statements and reports as are required to be given by law, by these bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Chief Financial Officer shall (a) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the Board of Directors may designate; (b) disburse the corporation's funds as the Board of Directors may order; (c) render to the President, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Financial Officer and of the financial condition of the corporation; and (d) have such other powers and perform such other duties as the Board, contract, job specification, or the bylaws may require.

If required by the Board, the Chief Financial Officer shall give the corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Chief Financial Officer on his or her death, resignation, retirement, or removal from office.

ARTICLE IX
CONTRACTS WITH DIRECTORS

Section 1. CONTRACTS WITH DIRECTORS. The Corporation shall not enter into a contract or transaction that violates Cal. Govt. Code 1090 or constitutes a conflict of interest in violation of the Corporation's conflict of interest code. The Corporation shall not enter into a contract or transaction in which a director directly or indirectly has a material financial interest (nor any other corporation, firm, association, or other entity in which one or more of this Corporation's directors are directors have a material financial interest).

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

ARTICLE X
CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES. The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a

material financial interest.

ARTICLE XI
LOANS TO DIRECTORS AND OFFICERS

Section 1. LOANS TO DIRECTORS AND OFFICERS. This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII
INDEMNIFICATION

Section 1. Definitions. For purposes of Articles XII and XIII, "Agent" means any person who is or was a director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or other agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee or agent of a predecessor corporation of the corporation or another enterprise at the request of such predecessor corporation; "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "Expenses" includes, without limitation, attorneys' fees and any expenses incurred in establishing a right to indemnification under Section 2 of this Article.

Section 2. Right to Indemnity. The Corporation may, subject to and to the fullest extent permitted by law, indemnify any person who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that such person is or was an Agent of the Corporation, against Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the Proceeding.

Section 3. Approval of Indemnity. On written request to the Board by any Agent seeking indemnification, to the extent that the Agent has been successful on the merits, the Board shall promptly authorize indemnification in accordance with Section 5238(d) of the Nonprofit Corporation Law. Otherwise, the Board shall promptly determine, by a majority vote of a quorum consisting of directors who are not parties to the Proceeding, whether, in the specific case, the Agent has met the applicable standard of conduct stated in Section 5238(b) or Section 5238(c) of the Nonprofit Corporation Law, and, if so, may authorize indemnification to the extent permitted thereby.

Section 4. Advancing Expenses. The Board may authorize the advance of Expenses incurred by or on behalf of an Agent of the Corporation in defending any Proceeding before the final disposition of such Proceeding, if the Board finds that:

(a) the requested advances are reasonable in amount under the circumstances; and

(b) before any advance is made, the Agent submits a written undertaking satisfactory to the Board, in its sole discretion, to repay the advance unless it is ultimately determined that the Agent is entitled to indemnification for the Expenses under this Article.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE. The Board shall have the power to purchase and maintain insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against such liability under this Article; provided, however, that the Corporation shall not have the power to purchase and maintain such insurance to indemnify any Agent of the Corporation for a violation of Section 5233 of the Nonprofit Corporation Law.

ARTICLE XIV
MAINTENANCE OF CORPORATE RECORDS

Section 1. MAINTENANCE OF CORPORATE RECORDS. This corporation shall keep:

a. Adequate and correct books and records of account;

b. Written minutes of the proceedings of the Board and committees of the Board; and

c. Such reports and records as required by law.

ARTICLE XV
INSPECTION RIGHTS

Section 1. DIRECTORS' RIGHT TO INSPECT. Every director shall have the right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. DISTRICT'S RIGHT TO INSPECT. The Charter School's authorizing agency shall have the right at any reasonable time, and subject to written request, to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the authorizing agency's agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the right to inspect conflicts with California or federal law (for example, and not limited to restrictions on the release of educational records under FERPA, or restrictions regarding the release of employee records) pertaining to access to books, records, and documents.

Section 3. ACCOUNTING RECORDS AND MINUTES. On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors

at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

On written demand on the corporation, the authorizing agency may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the authorizing agency's interest as the charter granting authority and oversight agency. Any such inspection and copying may be made in person or by the authorizing agency's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 4. MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS. This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors or the authorizing agency at all reasonable times during office hours.

ARTICLE XVI
REQUIRED REPORTS

Section 1. ANNUAL REPORTS. The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;

b. The principal changes in assets and liabilities, including trust funds;

c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;

d. The corporation's expenses or disbursement for both general and restricted purposes;

e. Any information required under these bylaws; and

f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. As part of the annual report to all directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and mail or deliver to each director and furnish to each director a statement of any transaction or indemnification of the following kind:

a. Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (iii) which involved more than $50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than $50,000. For this

purpose, an "interested person" is either:

(1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

ARTICLE XVII
BYLAW AMENDMENTS

Section 1. BYLAW AMENDMENTS. The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of any Charter held by EEC on behalf of Excelsior Charter Schools, or make any provisions of these Bylaws inconsistent with that Charter, the corporation's Articles of Incorporation, or any laws.

Article XV (Inspection Rights) of these bylaws may only be amended or repealed by a two-thirds (2/3) majority vote of the directors present at a meeting duly held at which a quorum is present and written approval by the authorizing agency of the Charter School.

ARTICLE XVIII
FISCAL YEAR

Section 1. FISCAL YEAR OF THE CORPORATION. The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of EEC, a California nonprofit public benefit corporation; that these bylaws, consisting of 15 pages (including this certificate), are the bylaws of this corporation as adopted by the Board of Directors on **July 18, 2017** and that these bylaws have not been amended or modified since that date.

Executed on July 18, 2017 at Victorville, California.

Peter Wright, Secretary



Conflict of Interest Code

Policy: CONFLICT OF INTEREST Code Pursuant to the Political Reform Act of 1974 (Gov. Code 87100, ET SEQ.)

Section: Board Governance

I. Adoption

The Board of Directors ("Board") hereby adopts this Conflict of Interest Code ("Code"), which shall apply to all governing board members, candidates for member of the board, and all other designated employees of Excelsior Charter Schools ("Excelsior").

II. Definitions

"Designated Employees" are employees of Excelsior, Board members and candidates, who hold positions that involve the making or participation in the making of decisions that may foresee ably have a material effect on any financial interest. The designated positions are listed in Exhibit "A" attached to this policy and incorporated herein by reference.

"Common Directors" are those Board members that sit on the Board of Directors of Excelsior and the board of directors of another corporation with which Excelsior is considering entering a contract or transaction.

"Interested Directors" are those Board members, or their family members, compensated by Excelsior for services rendered to it within the previous 12 months, whether as a full- or part- time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as director.

III. Disclosure Statements

A. Statement of Economic Interest

Each designated employee, including governing board members and candidates, shall file a Statement of Economic Interest ("Statement") at the time and manner prescribed below, disclosing reportable investments, interests in real property,

business positions, and income required to be reported under the category or categories to which the employee's position is assigned in Exhibit A.

An investment, interest in real property or income shall be reportable if the business entity in which the investment is held, the interest in real property, the business position, or source of income may foreseeably be affected materially by a decision made or by participation in the decision by the designated employee by virtue of his or her position. The specific disclosure responsibilities assigned to each position are set forth in Exhibit B.

Contents of Statements

Initial Statements: Initial Statements shall disclose any reportable investments, interests in real property, business positions held on the effective date of the Code and income received during the twelve (12) months prior to the effective date of the Code.

Assuming Office Statements: Assuming Office Statements shall disclose any reportable investments, business positions, interests in real property held on, and income received during the 12 months before the date of assuming office or the date of being appointed or nominated.

Annual Statements: Annual Statements shall disclose reportable investments, business positions, interests in real property and income held or received at any time during the previous calendar year or since the date the designated employee took office if during the calendar year.

Leaving Office Statement: Leaving Office Statements shall disclose reportable investments, business positions, interests in real property and income held or received at any time during the period between the closing date of the last statement required to be filed and the date of leaving office.

Timing of Filings

An initial Statement shall be filed by each designated employee within 30 days after the effective date of the Code. Thereafter, each new designated employee shall file a Statement within 30 days after assuming office. Each designated employee shall file an annual Statement 30 days after the charter school's annual meeting. Every designated employee who leaves office shall file a Statement within 30 days of leaving office.

Statements Filed with the Charter School

All Statements shall be supplied by Excelsior on forms prescribed by the Fair Political Practices Commission. All Statements shall be filed with Excelsior. Excelsior's filing officer shall make and retain a copy and forward the original to the County Board of Supervisors.

B. Common Director Disclosure Statement

At the commencement of an individual's term with Excelsior and at the beginning of each fiscal year, each Board member shall complete a Common Director Disclosure Statement and provide it to Excelsior identifying all organizations for which he/she is a board member or committee member that are not otherwise disclosed in the Statement of Economic Interest.

IV. Disqualification

Designated Employees: No Designated Employee may make, participate in making, or in any way use or attempt to use his/her official position to influence any Excelsior decision which he/she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the Designated Employee or a member of his or her immediate family on:

- Any business entity or real property in which the designated employee has a direct or indirect investment or interest worth two thousand dollars ($2,000) or more.
- Any source of income totaling five hundred dollars ($500) or more provided or promised to the designated employee within twelve months prior to the decision. (This category does not include gifts or loans made at regular rates by commercial lending institutions.)
- The designated employee's personal finances or those of his/her immediate family. A decision will have an effect on this economic interest if the decision will result in the personal expenses, income, assets or liabilities of the designated employee or his/her immediate family increasing or decreasing.
- Any business entity in which the designated employee is the director, officer, partner, trustee, employee, or any kind of manager.
- Any business entity that is a parent or subsidiary of, or is otherwise related to, a business entity in which the designated employee has an interest.
- Any donor, or intermediary or agent of a donor, of gifts totaling $360 or more in value provided to, promised to, or received by the designated employee within twelve months prior to the time when the decision is made.

No Designated Employee shall be prevented from making or participating in any decision to the extent that his/her participation is legally required for the decision to be made. (The need to break a tie vote does not make the Designated Employee's participation legally required.)

Common Directors: No Common Director may make, participate in making, or in any way use or attempt to use his/her official position to influence any Excelsior decision which involves the Common Director's other directorship.

Interested Directors: Not more than 49 percent of the persons serving on the Board of Excelsior may be Interested Directors.

Manner of Disqualification

Designated Employees: When a designated employee determines that he/she should not make a decision because of a disqualifying interest, he/she should submit a written disclosure of the disqualifying interest to his/her immediate supervisor. The supervisor shall immediately reassign the matter to another employee and shall forward the disclosure notice to the Superintendent, who shall record the employee's disqualification. In the case of the Superintendent, this determination and disclosure shall be made in writing to the Board.

Board members shall orally disclose a disqualifying interest at the meeting during which consideration of the decision takes place. This disclosure shall be made following the announcement of the agenda item, but before the discussion or vote commences. This disclosure shall be made part of the Board's official record. The disqualified Board member shall then refrain from participating in the decision in any way, but may remain seated if desired.

If the decision is made during a closed session, the member's disqualification may be made orally during the open session before the body goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest under Government Code section 87100. The declaration shall be made part of the official public record. The member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the decision.

The following must be confirmed in the affirmative prior to the Board's acceptance of a contract or transaction with a Designated Employee or Common Director:

- That the transaction is entered into for the benefit of Excelsior;
- That the transaction was fair and reasonable for Excelsior at the time it enters into the transaction;
- That after reasonable investigation under the circumstances, the Board determines, in good faith, that Excelsior could not have obtained a more advantageous arrangement with reasonable effort. Documentation of the results of the investigation shall be retained either in the Board minutes and/or in the school's financial files.

Disqualified Designated Employees and Common Directors shall not be counted toward achieving a quorum while the item is discussed.

Attachments:
BG_BP_Conflict of Interest - Exhibit A & B.pdf

Adoption Date: **September 02, 2008**
Last Revised: **September 10, 2019**
Last Reviewed Dates: **August 12, 2025**
Prior Revised Dates: **10/18/2011; 07/12/2013; 05/20/2014; 08/18/2015; 08/09/2016; 09/13/2016**



Contracts

EMPLOYEE SERVICES SHARING AGREEMENT

THIS AGREEMENT is made this 1st day of July, 2025, by and between the EXCELSIOR CHARTER GROUP, a California non-profit, public benefit corporation (hereafter "ECG"), and ECS, a California non-profit, public benefit corporation (hereafter "ECS"; collectively, the "Parties");

WHEREAS, ECG currently employs and intends to employ for the 2025-2026 school year employees (collectively, the "Employees"; singularly, an "Employee") that may be shared, pursuant to the terms of this agreement (the "Agreement"), at the discretion of ECG and ECS (the "Parties"); and

WHEREAS, ECS desires to obtain services of the Employees for its local educational agency; and

WHEREAS, the Employees will work under the supervision of employees of ECS to fulfill duties as determined by those same ECS employees; and

WHEREAS, ECG and ECS desire to share the services of the Employees, in exchange for the payment by ECS to ECG of a pro rata portion of each Employee's salary and overhead; and

WHEREAS, the parties intend for the Employees to remain employees of ECG;

WHEREAS, the parties intend that each Employee shall be assigned an ECS supervisor and said supervisor shall perform any required performance evaluations of each Employee so assigned and report those evaluations to ECG;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, ECG and ECS agree as follows:

1. ECG intends to employ the Employees for the 2025–2026 school year.

2. The parties agree that, beginning on July 1, 2025, the Employees shall perform work for ECS according to a work schedule subsequently established by the Parties. The Parties agree to work together to make any reasonable changes to such work schedule for their mutual benefit.

3. This Agreement shall remain effective for the 2025-2026 ECG and ECS fiscal years, which begin on July 1, 2025 and end on June 30, 2026.

4. In consideration of the services provided by the Employees to ECS, ECS agrees to reimburse ECG for that percentage of time each Employee performs work for ECS, including salary and

overhead expenses. Such overhead expenses include, but are not limited to, health insurance benefits, retirement benefits, and other employer-paid benefits, including social security and Medicare deductions (collectively, the "Expenses"). ECG shall submit an invoice to ECS monthly for its share of the Expenses of each Employee, which shall be paid by ECS within thirty (30) days of its receipt. ECS further agrees to reimburse each Employee directly for any travel or job-related expenses incurred by an Employee and submitted in accordance with the employee reimbursement requirements of ECS. ECS shall not be responsible for each Employee's travel between his/her home and his/her ECS worksite on days he/she is assigned to work in ECS. ECS will only be responsible for travel incurred by each Employee while carrying out his/her official duties while working at ECS.

5. During the days that any of the Employees perform work for ECS, the parties agree that ECS has the authority to direct and oversee the work performed by each such Employee.

6. The parties agree that the Employees shall at all times remain the employee of ECG.

7. ECS agrees that it shall report to ECG any and all personnel and performance issues relating to each Employee but ECS understands that ECG shall in its sole discretion take any necessary or appropriate actions pursuant to ECG's personnel policies, up to and including progressive discipline and a recommend for termination by ECG.

8. Either ECS or ECG may terminate this Agreement without cause with sixty (60) days prior written notice to the other party. The parties further agree that this Agreement may be terminated immediately for good and just cause. Good and just cause includes, but is not limited to, an emergency event or a financial hardship suffered by ECS or ECG, as determined in the reasonable discretion of either party.

9. In the event of termination of this Agreement, ECS agrees to reimburse ECG for its costs incurred in the employment of the Employees through the date of such termination.

10. ECS agrees that it shall not engage in any illegal discrimination with regard to the Employees.

11. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

For ECS:
Derek King
Superintendent
15505 Civic Dr.
Suite B
Victorville, CA 92392

For ECG:
Alicia Anderson
COO
15505 Civic Dr.
Suite A
Victorville, CA 92392

The parties may amend such addresses by written notice to the other party at the given address.

12. The parties agree that this contract shall be governed by the laws of the California, and that proper venue, in the event of litigation concerning this matter, shall be in San Bernardino County, California.

13. Neither party shall be liable for their failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by an event of force majeure including, but not limited to, Act of God or act of terrorism.

14. The parties each agree to indemnify the other, and to hold the other harmless, for any and all losses, damages or liabilities incurred due to the illegal or intentional acts of the other relating to any claims brought by or on behalf of the Employees, except that claims for Workers' Compensation benefits by the Employees shall be the sole and exclusive responsibility of ECG.

15. The parties agree that each of them shall be responsible for any and all costs, expenses and attorneys' fees incurred by the other party due to a breach of this Agreement.

/// signatures on next page ///

WITNESS the following signatures in agreement with the above terms:

ECG

By: Alicia Anderson
COO

Date: June 24, 2025

ECS

By: Dr. Derek King
Superintendent

Date: June 24, 2025

Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into as

of Effective Date	**July 1, 2025**
by and between	**Excelsior Charter Schools** ("Client").
Located at	15505 CIVIC DRIVE SUITE B VICTORVILLE CA 92392
And	**Excelsior Charter Group** ("ECG"),
located at	15505 CIVIC DRIVE SUITE A VICTORVILLE CA 92392

Summary

ECG provides, through its employees and third-party contractors, certain consulting and professional services related to the ongoing operational and financial accounting needs of California public charter schools;

Client desires to engage the services of ECG;

ECG and Client agree as follows:

1. Services to be Performed

ECG will provide employees or consultants ("ECG Staff") to perform services at Client's discretion on projects as mutually agreed to in writing by ECG and Client.

Client is responsible for making the necessary internal arrangements and providing the necessary information to facilitate the performance of the professional services to be rendered by ECG.

Client and ECG will jointly agree on the scope, duration, and estimated cost of the project prior to the commencement of services. Unless otherwise agreed to in writing, all services to be rendered under this Agreement are defined in the ECG Professional Services Project Proposal (the "Project Proposal"), attached to this Agreement as Exhibit A.

Client acknowledges that any dates provided to ECG regarding the services performed pursuant to this Agreement are (at best) estimates which are in turn based on the timely submission by Client of all specifications and other information necessary for the completion of tasks performed pursuant to this Agreement.

2. Notice of Deficiencies

Client shall have three (3) days within which to provide written notice to ECG concerning any deficiencies

with respect to the work performed pursuant to this Agreement. Bona fide deficiencies identified with respect to such notice shall be addressed and corrected by ECG exercising commercially reasonable efforts to correct such deficiencies within ten (10 days) of such notice from Client.

Upon correction of any bona fide deficiencies so cured, ECG shall so notify in writing to Client that the deficiencies have been cured ("Notice of Completion") and Client shall have ten (10) days within which to review and identify any final and specific deficiencies which appeared after the receipt of said Notice of Completion. Upon completion of the correction work, ECG will repeat the delivery of the written Notice of Completion to Client under the same procedure. The Project shall be deemed to be accepted by Client if no notice of deficiency is delivered to ECG within ten (10) days of any such Notice of Completion.

3. Satisfaction with Performance

If at any time Client is dissatisfied with the performance of an ECG Staff working on a Client project, Client shall immediately report its dissatisfaction to ECG in writing and may ask ECG to replace the individual.

4. Fees Amount & Dates

Client shall pay ECG the fees as set forth in The Project Proposal. All services not specifically itemized in The Project Proposal shall be presumed to be provided by ECG on a time and materials basis based on ECG's then list price.

Billing for ECG's professional services will be on a monthly basis.

All invoices will be due and payable in full within thirty (30) days after receipt of invoice. Account balances over 15 days past due will be charged a service charge of the lesser of 1-1/2% per month of the outstanding balance or the maximum permitted by law. All duties, taxes and levies (excluding taxes based on ECG's net income), if any, shall be borne by Client. ECG's professional service rates are subject to change upon thirty (30) day prior written notice.

Client shall be liable for payment to ECG for all services rendered or products delivered prior to the effective date of any termination.

5. Term

The term of this Agreement shall commence on the Effective Date, and continue until completion of the services provided for in this Agreement, unless terminated pursuant to Section 6, below.

6. Termination

This Agreement may be terminated by either party upon Thirty (30) days written notice if the other party breaches any material term or condition of the Agreement and such breach remains uncorrected for fifteen (15) days following written notice from the non-breaching party specifying the breach; the business of the other party terminates; enters into voluntary or involuntary bankruptcy proceedings or similar proceedings under state law; or becomes insolvent or makes any assignment for the benefit of creditors.

Upon termination of this Agreement for any reason, the parties shall have no further obligations pursuant to the terms of the Agreement except as set forth in Sections 4, 8, 9, 10, 11 and 12.

7. Change of Scope

At any time during the term of this Agreement, should Client desire ECG to provide any additional services in the form of a modification of or a change to the Services, ECG and Client shall comply with the following:

Submission of Request. Client shall submit to ECG in writing all requests by Client for any such additional services which alter, amend, enhance, add to, or delete from the Services and/or time and/or place of performance (hereinafter referred to as "Modification/Change Request" or "Request").

Acknowledgment Procedure. ECG will evaluate such Modification/Change Request at no additional charge

to Client as soon as possible but not later than three (3) working days following ECG's receipt of the Request. ECG's written response shall include the impact, if any, on the completion date and the change in costs, if any. ECG in its sole discretion may refuse to accept the Modification/Change Request. Should Client elect to authorize such Request, Client will, as soon as possible but not later than three (3) working days, authorize ECG to perform the requested Modification/Change Request by returning a duly authorized copy of the Request to ECG.

Performance. Upon such authorization by Client of the Modification/Change Request, ECG will commence performance in accordance with such Request immediately. ECG shall not be obligated to perform any additional services in advance of written authorization from Client.

Binding Agreement. For the purposes of this Agreement, each Modification/Change Request duly authorized in writing by Client and agreed to by ECG shall be deemed incorporated into and part of this Agreement and each such Request shall constitute a formal amendment to this Agreement adjusting fees and completion date as finally agreed upon for each authorized Modification/Change Request. In no event shall the Services be deemed altered, amended, enhanced, or otherwise modified except through written authorization by Client of a Modification/Change Request and acceptance by ECG, all in accordance with this Section 7.

8. Non-Exclusive Agreement; Confidentiality

8.1 Non-Exclusivity. ECG shall retain the right to perform work of any kind for others during the term of this Agreement.

8.2 Confidentiality. Each party agrees to afford the other party's Proprietary Information the same degree of protection against unauthorized use or disclosure as each party normally provides for its own proprietary information (which protection shall not in any case be less than reasonable), provided that each party's obligations hereunder shall not apply to information which (i) is known to the receiving party at the time of disclosure by the disclosing party; (ii) is now or hereafter in the public domain through no fault of the receiving party; (iii) is developed independently by the receiving party; (iv) is generally known or available through third parties without restriction; and (v) is inadvertently disclosed by the receiving party despite the same and reasonable degree of protection against unauthorized use or disclosure which the receiving party normally provides for its own proprietary information. The term "Proprietary Information" shall mean documented information which at the time of its disclosure to the receiving party is identified as Proprietary by an appropriate stamp or legend. For purposes of this Agreement, orally disclosed information shall not be considered proprietary.

9. Ownership of Intellectual Property

9.1 All right, title and interest in and to any pre-existing copyrightable works and trademarks of Client shall remain the property of Client, whether or not supplied to ECG.

9.2 Client agrees that any and all ideas, concepts, or other intellectual rights and property containing in any way the techniques, knowledge or processes of the ECG services or ECG products provided under this Agreement and other related ECG agreements, whether or not developed for Client, are the exclusive property of ECG. ECG shall have the sole and exclusive right, title and ownership in and to the said technology. This section 9 shall survive any termination of this Agreement.

9.3 Notwithstanding the foregoing Section 9.2, upon payment of all of the fees hereunder and subject to the other agreements which Client may have with ECG, Client is granted a non-exclusive, perpetual, royalty-free license to use the work product resulting from the professional services rendered hereunder by ECG for Client.

9.4 Client's interest in and obligations with respect to any programming, materials or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of ECG, shall be determined in accordance with the agreements and policies of such vendors.

10. Indemnification for Client Content

As part of the Professional Services, ECG may be requested by Client to include in its services certain materials or content, including copyrights and trademarks, furnished and provided by Client.

Client agrees to indemnify and hold harmless ECG for any claims, losses or damages (including reasonable attorney's fees and costs) for any third party claims that said Client materials (whether or not incorporated into the Project or used by ECG) infringed upon the copyrights, trademarks, trade dress, publicity rights, privacy rights and other rights of others or are in violation of law.

Disclaimer of Warranties

THE PRODUCTS AND SERVICES HEREUNDER ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE Client. THIS DISCLAIMER OF WARRANTY EXTENDS TO Client AND TO Client'S ClientS OR USERS OF ITS PRODUCTS AND SERVICES AND IS IN LIEU OF ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE PRODUCTS AND SERVICES.

Limitation of Liability

EXCEPT FOR Client'S INDEMNITY OBLIGATIONS IN SECTION 10 AND EXCEPT FOR LIABILITY FOR PERSONAL INJURY AND PHYSICAL PROPERTY DAMAGE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST SAVINGS, OR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIABILITY OF ECG (INCLUDING ALL PERSONS EMPLOYED BY ECG IN PERFORMING ANY OBLIGATIONS OF THIS AGREEMENT) FOR ANY CLAIMS ARISING FROM THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT OF SERVICE FEES PAID TO ECG FOR THE SERVICES TO WHICH THE LIABILITY IS ATTRIBUTABLE.

11. Federal Educational Privacy Rights Act ("FERPA")

This Section 11 documents the terms under which Client is authorized to release to ECG personally identifiable student information pursuant to this Agreement, and to designate ECG as the authorized representative of Client consistent with applicable federal and state laws concerning access to and confidentiality of student record information, including FERPA. As described herein, ECG, as Client's authorized representative, may have temporary access to data in the custody of Client and provided by Client to ECG for use performing the services identified in this Agreement and any addenda to it. The specific information that Client will provide to ECG pursuant to this Agreement may include the following: (a) the names of all students enrolled or intending to enroll at Client; (b) the grade of each student enrolled or intending to enroll at Client; (c) the address and school district of residence of each student enrolled or intending to enroll at Client; and (d) such other student information as Client deems necessary for ECG to perform the services contemplated pursuant to this Agreement (collectively, the "Project Information").

Authority. Consistent with FERPA, Client may disclose personally identifiable information from students' education records to its authorized representative without consent for use in studies initiated or approved by Client in connection with an audit or evaluation of Federal or State supported education programs; or enforcement of, or compliance with, Federal legal requirements relating to such programs pursuant to 34

CFR § 99.31(a)(3), 20 U.S.C. § 1232g(b)(3). Client may also disclose personally identifiable information to its authorized representative without written consent for the purpose of conducting studies on behalf of Client in order to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction, pursuant to 34 CFR § 99.31(a)(6)(i) and §§ 99.35; 20 U.S.C. § 1232g(b)(1)(F).

Client hereby designates the ECG as its authorized representative for the purposes of disclosing Project Information, as described herein.

12. General Provisions

12.1 **Independent Contractors.** The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

12.2 **Governing Law & Jurisdiction**. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of California, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of California. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

12.3 **Entire Agreement.** This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

13.4 **All Amendments in Writing.** No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

12.5 **Notices.** Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

12.6 **Costs of Legal Action.** In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

12.7 **Inadequate Legal Remedy.** Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

12.8. **Arbitration.** Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in [County],

[State] in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. ECG and [Client] intend that this Agreement to arbitrate be irrevocable.

12.8 **Delay is Not a Waiver.** No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

12.9 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

12.10 **Assignability & Binding Effect**. Except as expressly set forth within this Agreement, neither party may transfer or assign, directly or indirectly, this Agreement or its rights and obligations hereunder without the express written permission of the other party, not to be unreasonably withheld; provided, however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

12.10 **Non-Assignability & Binding Effect**. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.

12.11 **Certain Sections Invalid.** If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

12.13 **Headings.** The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

12.14 **Survival of Certain Provisions.** The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

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Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

ECG:

Alicia Anderson, COO

June 24, 2025
Date

ECS:

Derek King, Ed.D., Superintendent

June 24.2025
Date

EXHIBIT A

ECG Professional Services Project Proposal

- Financial and accounting functions, including accounts payable and receivable, purchasing, reconciliation, payroll and financial reporting requirements and audit compliance, human resources, facility maintenance and management, information technology support.
- Other Services TBD
- The monthly average fee statement, subject to any additional work performed according to Section 4, shall be 13% of LCFF amount estimated at $392,692.33 per month, plus any labor and benefit costs specific to client-requested projects.

EMPLOYEE SERVICES SHARING AGREEMENT

THIS AGREEMENT is made this 1st day of July, 2025, by and between ECS, a California non-profit, public benefit corporation (hereafter "ECS"), and EXCELSIOR CHARTER SCHOOL, CORONA-NORCO, a California non-profit, public benefit corporation (hereafter "ECSCN"; collectively, the "Parties");

WHEREAS, ECS currently employs and intends to employ for the 2025-2026 school year employees (collectively, the "Employees"; singularly, an "Employee") that may be shared, pursuant to the terms of this agreement (the "Agreement"), at the discretion of ECS and ECSCN (the "Parties"); and

WHEREAS, ECSCN desires to obtain services of the Employees for its local educational agency; and

WHEREAS, the Employees will work under the supervision of employees of ECSCN to fulfill duties as determined by those same ECSCN employees; and

WHEREAS, ECS and ECSCN desire to share the services of the Employees, in exchange for the payment by ECSCN to ECS of a pro rata portion of each Employee's salary and overhead; and

WHEREAS, the parties intend for the Employees to remain employees of ECS;

WHEREAS, the parties intend that each Employee shall be assigned an ECSCN supervisor and said supervisor shall perform any required performance evaluations of each Employee so assigned and report those evaluations to ECS;

NOW THEREFORE, in consideration of the mutual covenants stated in this Agreement, ECS and ECSCN agree as follows:

1. ECS intends to employ the Employees for the 2025–2026 school year.

2. The parties agree that, beginning on July 1, 2025, the Employees shall perform work for ECSCN according to a work schedule subsequently established by the Parties. The Parties agree to work together to make any reasonable changes to such work schedule for their mutual benefit.

3. This Agreement shall remain effective for the 2025-2026 ECS and ECSCN fiscal years,

which begin on July 1, 2025 and end on June 30, 2026.

4. In consideration of the services provided by the Employees to ECSCN, ECSCN agrees to reimburse ECS for that percentage of time each Employee performs work for ECSCN, including salary and overhead expenses. Such overhead expenses include, but are not limited to, health insurance benefits, retirement benefits, and other employer-paid benefits, including social security and Medicare deductions (collectively, the "Expenses"). ECS shall submit an invoice to ECSCN monthly for its share of the Expenses of each Employee, which shall be paid by ECSCN within thirty (30) days of its receipt. ECSCN further agrees to reimburse each Employee directly for any travel or job-related expenses incurred by an Employee and submitted in accordance with the employee reimbursement requirements of ECSCN. ECSCN shall not be responsible for each Employee's travel between his/her home and his/her ECSCN worksite on days he/she is assigned to work in ECSCN. ECSCN will only be responsible for travel incurred by each Employee while carrying out his/her official duties while working at ECSCN.

5. During the days that any of the Employees perform work for ECSCN, the parties agree that ECSCN has the authority to direct and oversee the work performed by each such Employee.

6. The parties agree that the Employees shall at all times remain the employee of ECS.

7. ECSCN agrees that it shall report to ECS any and all personnel and performance issues relating to each Employee but ECSCN understands that ECS shall in its sole discretion take any necessary or appropriate actions pursuant to ECS's personnel policies, up to and including progressive discipline and a recommend for termination by ECS.

8. Either ECSCN or ECS may terminate this Agreement without cause with sixty (60) days prior written notice to the other party. The parties further agree that this Agreement may be terminated immediately for good and just cause. Good and just cause includes, but is not limited to, an emergency event or a financial hardship suffered by ECSCN or ECS, as determined in the reasonable discretion of either party.

9. In the event of termination of this Agreement, ECSCN agrees to reimburse ECS for its costs incurred in the employment of the Employees through the date of such termination.

10. ECSCN agrees that it shall not engage in any illegal discrimination with regard to the

Employees.

11. The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this Agreement:

For ECS:
Derek King
Superintendent
15505 Civic Dr.
Victorville, CA 92392

For ECSCN:
Fernando Chavez
Principal
1400 Fullerton Dr.
Corona, CA 92879

The parties may amend such addresses by written notice to the other party at the given address.

12. The parties agree that this contract shall be governed by the laws of the California, and that proper venue, in the event of litigation concerning this matter, shall be in San Bernardino County, California.

13. Neither party shall be liable for their failure to fulfill any term or condition of this Agreement if fulfillment has been delayed, hindered or prevented by an event of force majeure including, but not limited to, Act of God or act of terrorism.

14. The parties each agree to indemnify the other, and to hold the other harmless, for any and all losses, damages or liabilities incurred due to the illegal or intentional acts of the other relating to any claims brought by or on behalf of the Employees, except that claims for Workers' Compensation benefits by the Employees shall be the sole and exclusive responsibility of ECS.

15. The parties agree that each of them shall be responsible for any and all costs, expenses and attorneys' fees incurred by the other party due to a breach of this Agreement.

/// signatures on next page ///

WITNESS the following signatures in agreement with the above terms:

ECS

By: _____
Superintendent

Date: 7/14/25

ECSCN

By: _____
~~Principal~~

Date: 07/15/2025

Adelanto Elementary School District

BOARD OF TRUSTEES
Christina Steward, President
Miguel Soto, Jr., Clerk
La Shawn Love-French, Board Rep
Stephanie Webster, Member
Michael Krause, Member

SUPERINTENDENT
Terry Walker, Ed.D.

CERTIFICATE OF MINUTES
July 29, 2025
Governing Board of the Adelanto Elementary School District

At the Regular Board Meeting of Tuesday July 29, 2025, which was called to order by President Steward, at 5:30 p.m. in the Adelanto Elementary School District Office, Boardroom, located at 11824 Air Expressway, Adelanto, CA 92301.

Members: Ms. Christina Steward, Mr. Miguel Soto Jr., Ms. La Shawn Love-French, Ms. Stephanie Webster, and Mr. Michael Krause (Absent)

Superintendent and Executive Cabinet Members: Dr. Terry Walker, Dr. Tasha Doizan, Mrs. Julie Gonzales, and Mr. Craig Shiflett

It was moved by Trustee Webster and seconded by Trustee Soto to approve the renewal facility lease agreement for Excelsior Charter School. The motion was unanimous.

The report of the votes is as follows. Ayes: Trustees Soto, Webster, Love-French, and Steward Nays: None Abstentions: None Absences: Trustee Krause

Terry Walker, Ed.D., Superintendent of the Governing Board of the Adelanto Elementary School District of San Bernardino County do hereby certify that the above is a true and correct copy of the motion duly made, adopted, and entered on the minutes of the Governing Board of said school on July 29, 2025.

Dated: 8/11/2025 Signed: Terry Walker

Terry Walker, Ed.D.
Superintendent

FACILITIES USE AGREEMENT

THIS FACILITIES USE AGREEMENT ("Agreement") is made and entered into as of July 30, 2025 by and between the Adelanto Elementary School District (hereinafter referred to as the "District") and the Excelsior Charter School (hereinafter referred to as the "Charter"),

In consideration of the facilities use payments and of the covenants and agreements hereinafter set forth to be kept and performed by the **Charter**, the **District** hereby grants use of that portion of the **District's** Site located at Victorville, CA, described more fully in Exhibit "A" attached hereto, ("Premises") to **Charter** subject to and upon all of the terms, covenants, and agreements hereinafter set forth.

District and **Charter** agree that this Facilities Use Agreement shall be subject and subordinate at all times to the terms and conditions of the May 22, 1995 Quitclaim Deed, a copy of which is attached hereto s Exhibit A. **District** and **Charter** agree to abide by all terms and conditions contained in said Quitclaim Deed and further agree to surrender the estate hereby created upon thirty (30) days' notice from the United States Department of Education. The parties further acknowledge that this use agreement is subject to approval of the United States Department of Education.

1. PREMISES

District hereby grants to the Charter exclusive use of the Premises as described in Exhibit A.

2. TERM

2.1 Term. The original term of this Agreement shall be for two (2) years commencing on **July 30, 2025 through June 30, 2027 .**

2.2 Waiver; Right to Negotiate For Other District Facilities. It is understood by the Parties that the **District** shall not move the **Charter** from the Premises during the Term of this Agreement absent mutual agreement or exceptional circumstances. The **Charter** is not required to annually request facilities during the term of this Agreement, nor any Extension Period.

3. PAYMENTS

Charter rental cost is calculated as follows cost is calculated as follows: $9.76 sq. ft. x 10,560 square feet (eleven classrooms); $9.76 sq.ft x 2,196 (office); $9.76 sq.ft x 8,740 (MPR) Utility costs are included in the rate. Payments shall be made in twelve equal installments of **$ 17,483.41** payable in advance on the first day of each month, without deduction, offset. Any additional space used by **Charter** as identified in Exhibit A shall be calculated at the same $9.76 square foot rate.

4. RENEWAL

The agreement may be extended in terms associated with the length of the **Charter** and any renewals, if both parties mutually agree. The rental fee will increase by **2%** annually.

5. USE

5.1 Use. The Premises shall be used and occupied by **Charter** for the sole purpose of operating a California Public Charter School and for no other purpose without the prior written consent of **District**, which shall not be unreasonably withheld. The **District** is not aware of any defect in or condition of the Premises that would prevent their use for the **Charter** purposes.

5.2 Uses Prohibited.

(a) **Charter** shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing insurance rate or affect any fire or other insurance upon the Premises or any of its contents or cause a cancellation of any **Charter** insurance policy covering said Premises or any part thereof or any of its contents, nor shall **Charter** sell or permit to be kept, used, or sold in or about said Premises any articles which may be prohibited by a standard form policy of fire insurance.

(b) **Charter** shall not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of the **District** or injure or annoy **District** or use or allow the Premises to be used for any unlawful or objectionable purpose (including any use that the **District** in its sole discretion judges to be offensive to the local community or otherwise inappropriate on a public school campus), nor shall **Charter** cause, maintain or permit any nuisance in or about the Premises. **Charter** shall not commit or suffer to be committed any waste in or upon the Premises.

(c) **Charter** shall not use the Premises or permit anything to be done in or about the Premises that will in any way conflict with any applicable law, statute, ordinance or governmental rule, or regulation or requirement of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

5.3 **Facility Use Fees.** Should the Parties agree that the Premises be used for any allowed purpose under the Civic Center Act, District shall collect the facility use fees.

6. UTILITIES/TECHNOLOGY

6.1 Charter Obligation. The cost of utilities is included in the facility rental amount. Utilities include water, gas, and electric. To the extent the **Charter** exceeds normal usage of utilities for its participant population, as determined in the District's sole discretion, the **Charter** shall make arrangements to pay the District for such excess usage, as reasonably determined by **District**, within fifteen (15) calendar days after request for payment by **District. District** Technology Department will work with the **Charter** to provide access to phone, high speed Internet, and other network services. Additional costs for providing these services are the responsibility of the **Charter** and are outside the covered utility costs.

7. MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS

7.1 Maintenance and Repairs.

(a) District's Obligations. District shall be responsible for maintenance and repair of the buildings and grounds on the Premises, except to the extent repairs or extraordinary maintenance, other than ordinary wear and tear, are required as a result of **Charters** occupancy of the Premises. **Charter** shall reimburse **District** for the cost of such non-ordinary wear and tear repairs or extraordinary maintenance. The **Charter** may contract with the **District** for custodial services in the amount of $130.12 per day on the Premises. This amount will increase by the State cost-of-living adjustment annually. The **Charter** is responsible for replacement of furnishings and equipment to the extent designated on Exhibit "A," if any.

(b) Charter Obligations. Upon the expiration or earlier termination of this Agreement, **Charter** shall surrender the Premises in the same condition as received, ordinary wear and tear excepted.

7.2 Alterations and Additions.

(a) Charter shall make no alterations, additions, or improvements to the Premises or any part thereof without obtaining the prior written consent of **District**, which shall not be unreasonably withheld.

(b) **District** may impose as a condition to the consent such requirements as **District** may deem necessary in its sole discretion, including, the manner in which the work is done, a right of approval of the contractor by whom the work is to be performed, the times during which it is to be accomplished, and the requirement that upon written request of **District** prior to the expiration or earlier termination of the Agreement, **Charter** will remove any and all permanent improvements or additions to the Premises installed at **Charters** expense and all movable partitions, counters, personal property, equipment, fixtures, and furniture.

(c) All such alterations, additions or improvements shall at the expiration or earlier termination of the Agreement become the property of **District** and remains upon and surrendered with the premises.

(d) All articles of personal property and all business and trade fixtures, machinery and equipment, cabinetwork, furniture, and movable partitions owned by **Charter** shall be and remain the properties of **Charter** and may be removed by **Charter** at any time during the Agreement term when **Charter** is not in default hereunder.

(e) The **Charter** shall, with prior approval of the **District** which shall not be unreasonably withheld, be allowed to establish signage in a manner that is customary and equivalent to what other **District** school sites have established.

8. ENTRY BY DISTRICT

District reserves the right to enter the Premises to inspect the same providing reasonable advanced notice to the **Charter**, to supply any service to be provided by **District** to **Charter** hereunder, to submit said Premises to prospective purchasers or future tenants or **Charter**, to post notices of non-responsibility, and to alter, improve or repair the Premises without abatement of use payments, and may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Premises shall not be blocked thereby, and further providing that the business of **Charter** shall not be unreasonably interfered with. For each of the aforesaid purposes **District** shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding **Charter** vaults and safes, and **District** shall have the right to use any and all means which **District** may deem proper to open said doors in an emergency, in order to obtain entry to the Premises, and any entry to the Premises obtained by **District** by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises, or an eviction of **Charter** from the Premises or any portion thereof.

9. INDEMNITY

9.1 **Indemnity**. Charter shall indemnify, hold harmless, and defend the District, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property occurring in, on or about the Premises after District delivers possession of the Premises to Charter, or arising from the Charter use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Charter in or about the Premises, excepting those claims, demands, actions, suits, losses, liability, expenses, attorney's fees and costs arising out of or relating to obligations of District as they relate to the Premises or caused by the negligence or wrongful intentional acts of the District, its employees, agents, officers and invitees.

Charter shall further indemnify, hold harmless, and defend **District** against and from any and all claims arising from any breach or default in the performance of any obligation on **Charter** part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of the **Charter**, or any officer, agent, employee, guest, or invitee of **Charter**, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon, excepting those claims, demands, actions, suits, losses, liability, expenses, attorney's fees and costs arising out of or relating to obligations of District as they relate to this Agreement or caused by the negligence or wrongful intentional acts of the **District**, its employees, agents, officers and invitees.. If any action or proceeding is brought against **District** by reason of such claim (regardless of whether a claim is filed), **Charter** upon notice from **District** shall defend the same at **Charter** expense. **Charter** shall give prompt written notice to **District's** Risk Manager in case of casualty or accidents in or on the Premises.

9.2 **Indeminity of Charter.** District shall indemnify, hold harmless, and defend the Charter, its trustees, officers, employees and agents against and from any and all claims, demands, actions, suits, losses, liability, expenses and costs for any injury, death or damage to any person or property arising from the District's negligence or wrongful intentional acts, excepting those claims, demands, actions, suits, losses, liability, expenses and costs arising out of or relating to obligations of Charter as they relate to the Premises or caused by the negligence or intentional acts of the Charter, its employees, agents, officers and invitees.

10. INSURANCE

10.1 Property and Liability. The **Charter** Board of Directors shall ensure that the **Charter** retains appropriate property and liability insurance coverage. Property insurance shall cover replacement costs, insured to value, of business personal property written on a "special form," (causes of loss). Liability insurance shall be no less than $5,000,000 per occurrence and $10,000,000 general aggregate. The **District** shall be named as additional insured on this policy. A copy of all required insurance policies evidencing the **District** named as an additional insured shall be provided to the **District.**

10.2 Coverage. Charter shall, at all times during the term of this Agreement, and at its own cost and expense procure and continue in force the following insurance coverage: Bodily Injury and Property Damage Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000. The **District** shall be responsible for maintaining Property and Casualty insurance to the same extent the **District** insures it other facilities.

10.3 Insurance/JPA Policies. The aforementioned minimum limits of policies shall in no event limit the liability of **Charter** hereunder. The aforesaid insurance shall name **District** as an additional insured. Said insurance shall be with companies having a rating of not less than A- in "Best's Insurance Guide." **Charter** shall furnish from the insurance companies or cause the insurance companies to furnish certificates of coverage to **District**. No such policy shall be cancelable or subject to reduction of coverage or other modification or cancellation except after 30 days prior written notice to **District** by the insurer. All such policies shall be written as primary policies, not contributing with and not in excess of the coverage that **District** may carry. **Charter** shall, at least 20 days prior to the expiration of such policies, furnish **District** with renewals or binders upon request. **Charter** agrees that if **Charter** does not take out and maintain such insurance, then **District** may (but shall not be required to) procure said insurance on **Charters** behalf and charge **Charter** the premiums together with a 25% handling charge, payable upon demand. Such **District** provided coverage and obligation to pay by the **Charter** shall terminate upon the effective date of any subsequently purchased insurance coverage by the **Charter. Charter** shall have the right to provide such insurance coverage pursuant to blanket policies obtained by **Charter** provided such blanket policies expressly afford coverage to the Premises and to **Charter** as required by this Agreement.

10.4 Waiver of Subrogation. District and **Charter** each hereby waive any and all rights of recovery against the other or against the officers, employees, agents, and representatives of the other, on account of loss or damage occasioned to such waiving party or its property or the property of others under its control to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of such loss or damage. **Charter** shall, upon obtaining the policies of insurance required under this Agreement, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement.

11. DAMAGE OR DESTRUCTION

11.1 **Partial Damage - Insured.** If the premises are damaged by any casualty which is covered by the insurance required to be carried by the Charter, the District shall assess such damage and at its sole discretion make decisions regarding restoration, replacement, or housing of the Charter at an alternate location. The District shall provide the Charter alternative space after the date of the damage until the repair work is completed. If the Charter moves to alternative space during the period of repair, there shall be no diminution, of the operational cost payments during the period of restoration.

11.2 District's Obligations. The **District** shall not be required to repair any injury or damage by fire or other cause, or to make any restoration or replacement of any panels, decorations, partitions, office fixtures, or any other improvements or property installed in the Premises by **Charter** or at the direct or indirect expense of **Charter**. **Charter** may restore or replace same if damaged. **Charter** shall have no claim against **District** for any damage suffered by reason of any such damage, destruction, repair or restoration; nor shall **Charter** have the right to terminate this Agreement as a result of any statutory provision now or hereafter in effect pertaining to the damage and destruction of the Premises, except as expressly provided herein.

11.3 Condemnation. If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain, with or without litigation, or transferred by agreement in connection with such public or quasi-public use, then either party hereto shall have the right at its option exercisable within thirty (30) calendar days of receipt of notice of such taking to terminate this Agreement as of the date possession is taken by the condemning authority, provided, however, that before **Charter** may terminate this Agreement by reason of taking or appropriation as provided herein above, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede or impair **Charter** use of the Premises. No award for any partial or entire taking shall be apportioned, and **Charter** hereby assigns to **District** any award which may be made in such taking or condemnation, together with any and all rights of **Charter** now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give District any interest in or to require **Charter** to assign to **District** any award made to **Charter** for the taking of personal property and fixtures belonging to **Charter** and/or for the interruption of or damage to **Charter** business. If there is a partial taking that does not result in a termination of this Agreement, then use payments shall be abated in the proportion that the part of the Premises so made unusable bears to the used area of the Premises immediately prior to the taking. No temporary taking (defined as a taking of less than ninety (90) calendar days) of the Premises and/or of **Charter** rights therein or under this Agreement shall terminate this Agreement or give **Charter** any right to any abatement of use payments thereunder; any award made to **Charter** by reason of any such temporary taking shall belong entirely to **Charter** and **District** shall not be entitled to share therein. If **Charter** suffers a partial or temporary taking, the **District** shall provide alternative comparable space in direct proportion to the reduction in use by the taking.

12. ASSIGNMENT AND SUBLETTING

Although **Charter** shall have the exclusive use of the rooms outlined in Exhibit A, **Charter** agrees to comply with the provisions of the Civic Center Act (Education Code section 38131 et seq.) in making use of the facilities accessible to members of the community. Charter shall not sublet or assign, in whole or in part, any right under this Agreement without the prior written consent of District. Should such occur, District may terminate this Agreement or pursue the other remedies herein provided.

13. DEFAULT; REMEDIES

13.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Agreement by **Charter**:

(a) Any failure by **Charter** to make payments required to be paid hereunder (where such failure continues for fifteen (15) calendar days after written notice by **District** to **Charter**);

(b) The abandonment or vacation of the Premises by **Charter**;

(c) A failure by **Charter** to observe and perform any other provision of this Agreement to be observed or performed by **Charter**, where such failure continues for 30 days after written notice thereof by **District** to **Charter**; unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) calendar day period. **Charter** shall not be deemed to be in default if **Charter** shall within such period commence such cure and thereafter diligently prosecute the same to completion;

(d) The making by **Charter** of any general assignment or general arrangement for the benefit of creditors; the filing by or against **Charter** of a petition to have **Charter** adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against **Charter**, the same is dismissed within sixty (60) calendar days); the appointment of a trustee or receiver to take possession of substantially all of **Charter** assets located at the Premises or of **Charter** interest in this Agreement, where possession is not restored to **Charter** within thirty (30) calendar days; or the attachment execution or other judicial seizure of substantially all of **Charters** assets located at the Premises or of **Charters** interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.

13.2 Remedies. If the **Charter** commits any such material default or breach, then **District** may, at any time thereafter without limiting **District** in the exercise of any right or remedy at law or in equity which **District** may have by reason or such default or breach:

(a) Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due, without terminating **Charters** right to possession irrespective of whether **Charter** shall have abandoned the Premises. If **District** elects not to terminate the Agreement, then **District** shall have the right to attempt to lease the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as **District** deems reasonable and necessary without being deemed to have elected to terminate the Agreement, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of **Charter**, which amounts shall be paid within fifteen (15) calendar days after request for payment by **District**. If any such re-letting occurs, then this Agreement shall terminate automatically.

(b) Terminate **Charters** right to possession by any lawful means, in which case this Agreement shall terminate and **Charter** shall immediately surrender possession of the Premises to **District**.

13.3 Default by District. District shall not be in default unless **District** fails to perform obligations required of **District** within a reasonable time, but in no event later than thirty (30) calendar days after

written notice by **Charter** to **District** specifying wherein **District** has failed to perform such obligations; provided however, that if the nature of **District's** obligation is such that more than thirty (30) calendar days are required for performance, then **District** shall not be in default if **District** commences performance within such 30-day period and thereafter diligently prosecutes the same to completion. In the event of default by the **District**, **Charter** may pursue all remedies available to it by law.

13.4 Dispute Resolution.

In the event of a dispute between **Charter** and the **District** regarding the terms of this Facility Use Agreement or performance thereunder, both parties agree to apprise the other, in writing, of the specific disputed issue(s). Within 15 days of sending written correspondence, or longer if both parties agree, a **Charter** representative, or their designee(s), and a **District** representative, or their designee(s), shall meet and confer in an attempt to resolve the dispute. If this meeting fails to resolve the dispute, the parties will rely on the regulations laid forth by a mutually agreed upon third-party mediator to assist in dispute resolution within 5 business days (or longer if both parties agree).

Unless the parties jointly agree, the process involving the assistance of a third-party mediator shall conclude within 45 days. All mediation costs and all other costs associated with dispute resolution shall be shared equally by **Charter** and the **District**. In the event that a dispute cannot be resolved following mediation, both parties may pursue all available legal remedies.

The parties reserve the right to take any action they deem appropriate and to seek legal redress for any such actions under the law.

14. MISCELLANEOUS

14.1 Captions; Attachments; Defined Terms, Amendments.

(a) The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Agreement.

(b) Exhibits attached hereto, and addenda and schedules initialed by the parties, are deemed by attachment to constitute part of this Agreement and are incorporated herein.

(c) This Agreement may only be amended in writing that specifically indicates its intent to modify and/or amend this Agreement. All amendments shall only be effective if executed by both parties.

14.2 Entire Agreement. This instrument, along with any exhibits and attachments hereto, constitutes the entire agreement between District and **Charter** relative to the Premises and this instrument in writing signed by both **District** and **Charter**. **District** and **Charter** agree hereby that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to the leasing of the Premises are merged in or revoked by this Agreement.

14.3 Severability. If any non-material term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valued and be enforceable to the fullest extent permitted by law.

14.4 Time; Joint and Several Liability. Time is of the essence of this Agreement and each and every provision hereof, except as to the conditions relating to the delivery of possession of the Premises to **Charter**. All the terms, covenants and conditions of this Agreement to be performed by either party, if such party shall consist of more than one person or organization, shall be deemed to be joint and several, and all rights and remedies of the parties shall be cumulative and non-exclusive of any other remedy at law or in equity.

14.5 Binding Effect; Choice of Law, Venue. Subject to any provisions restricting assignment or subletting by **Charter**, all of the provisions hereof shall bind and insure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. The laws of the State of California shall govern this Agreement. Venue shall lie only in the San Bernardino County Superior Court.

14.6 Waiver. No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Acceptance by **District** of any performance by **Charter** after the time the same shall have become due shall not constitute a waiver by **District** of the breach or default of any covenant, term or conditions unless otherwise expressly agreed to by **District** in writing.

14.7 Smoking. The Premises shall be non-smoking and no smoking/vaping shall be allowed in or on the Premises, including but not limited to all balconies, courtyards, walkways, and parking areas.

14.8 Notices. All Notices or demands of any kind required or desired to be given by **District** or **Charter** hereunder shall be in writing and shall be deemed delivered forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, addressed to the **District** or **Charter** respectively at the addresses set forth after their signatures at the end of this Agreement.

In Witness Whereof, District and Charter School execute this Agreement effective the date and year first above written.

DISTRICT:

Terry Walker

Superintendent

Terry Walker

Type or Print Name of Authorized Signatory

July 29, 2025

Date

CHARTER:

Alicia Anderson

Signature

Alicia Anderson

Type or Print Name of Authorized Signatory

8/21/25

Date

Adelanto Elementary School District
11824 Air Expressway Rd.
Adelanto, CA 92301

Excelsior Charter School
15505 Civic Drive
Victorville, CA 92392

EXHIBIT A

Property at 18000 McCoy Circle, Victorville, CA. 92394 (Formerly Sheppard Middle School)

Charters Facility Usage is as outlined below:

	Square Feet	Rate	Total Months Used	Total Due
MPR	8,740	$9.76	12	$85,302.40
Admin Office	2,196	$9.76	12	$21,432.96
Rooms 401-404	3,840	$9.76	12	$37,478.40
305-306	1,920	$9.76	12	$18,739.20
308, 601 & 602	2,880	$9.76	12	$28,108.80
301 & 309	1,920	$9.76	12	$18,739.20
		Total Annually		$209,800.96

DocuSign Envelope ID: CCF58CD4-B540-4041-AB5C-788DE1B79F27

AIR CRE contracts

ADDENDUM TO LEASE
DATED 12/05/2023

Date: 07/01/2023

By and Between

Lessor: TCM Lewis Enterprise General Partnership

Lessee: Excelsior Charter Schools Inc.

Property Address: 1497 & 1501 State St Barstow CA 92311 (street address, city, state, zip)

Paragraph: 1.3 & 1.5

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

1.3) Change in terms to extend current lease for 1497 & 1501 State Street Barstow CA 92311 to expire on July 31, 2029 with no further options.

1.5) Base rent to be $7,902.65 a month on 1501 State St. for the 2023/2024 fiscal year with 3% increases on each anniversary of the change in terms.

Base rent on 1497 State St. will increase 3% for the 2023/2024 fiscal year with 3% increase on each anniversary of the change in terms.

All other terms of the lease to remain the same.

Correction to lease; expiration date to be June 30, 2028 with no further options.

DS

ML

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CIVIC DRIVE FACILITIES LICENSE AND USE AGREEMENT

This Civic Drive Facilities License and Use Agreement ("Agreement") is made on July 1, 2024 ("Effective Date") by and between Excelsior Charter Group, a California nonprofit public benefit corporation (the "Group") and EEC, dba Excelsior Charter Schools, ECS a California nonprofit public benefit corporation ("ECS"). The Group and ECS are collectively referred to as "the Parties."

RECITALS

WHEREAS, ECS is a California nonprofit public benefit corporation that operates the Excelsior Charter School pursuant to a charter authorized by the San Bernardino County Superintendent of Schools;

WHEREAS, the Group is a California nonprofit public benefit corporation that was created to support ECS and the Excelsior charter schools;

WHEREAS, ECS desires to use the school facilities located at 15505 Civic Drive, Victorville, California 92392 at the "Civic Drive Facilities", which are held by the Group, for the purposes of operating an Excelsior Charter School, for ECS administration, and for ECS's related educational programs and activities;

WHEREAS, such use by ECS shall include 7,200 square feet on the first floor and 6,000 square feet on the second floor. All other areas shall be retained by the Group for its own use;

WHEREAS, the Parties desire to set forth the terms and conditions under which ECS will occupy and use the Civic Drive Facilities and the Parties will share the restrooms located at the Civic Drive Facilities; and

WHEREAS, the Group desires to provide property management services, including all utilities, repairs and maintenance, for the Civic Drive Facilities to ensure they are in a condition suitable for ECS's intended use and in good working order, so that ECS can focus on its primary charitable purpose of the day-to-day operations of the Excelsior Charter Schools.

NOW THEREFORE, in consideration of the covenants and agreements herein, the Parties agree as follows:

Section 1. Term. The term of this Agreement ("Term") shall commence on July 1, 2024 and end on June 30, 2025. This Agreement shall automatically renew at the end of this Term on the same terms and conditions herein, and for consecutive successive one-year terms, unless either Party has provided written notice to the other Party of proposed changes to or termination of this Agreement not less than thirty (30) days prior to the date this Agreement would otherwise expire.

Section 2. Use of Civic Drive Facilities. The Group hereby grants ECS a license to occupy, access and use the Civic Drive Facilities described for the purposes of operating an Excelsior charter school, for ECS administration, and for ECS's related educational programs and activities. The Parties will share the restrooms located at the Civic Drive Facilities. Upon the

termination of this Agreement, ECS agrees to restore the Civic Drive Facilities to the same condition that existed prior to its use and occupancy, and the right to use and occupy the Civic Drive Facilities shall revert to the Group. The Parties acknowledge that title to the Civic Drive Facilities is held by the Group and shall remain as such at all times, subject to the charitable trust under which the property was acquired.

Section 3. Property Management and Maintenance. The Group shall provide property management services, including the staff necessary to provide these services, as necessary to maintain the Civic Drive Facilities in a condition suitable for the Parties' intended use and in good working order, including:

- General Maintenance and Upkeep;
- Facility Management; and
- Coordination of Routine Maintenance and Outside Services.

ECS may request that the Group perform specific property management services and maintenance by submitting a written request to the Group at the address provided in Section 13 below. Notwithstanding the Group's property management and maintenance obligations, ECS shall be responsible for and shall pay for any repairs or replacements which are occasioned or are made necessary by reason of the negligence or misuse of the Civic Drive Facilities by ECS.

Section 4. Fee. In exchange for the property management services and maintenance, ECS shall pay the Group $15,000.00 per month for the Term of this Agreement, which amount is based on $1.00 per square foot of space at the Civic Drive Facilities. Monthly payments shall be prepaid, so the first monthly payment to the Group shall be due no later than July 1, 2024 and each additional payment will be due on or before the first day of each month thereafter. Payment shall be due monthly without notice or demand, with payments made to Excelsior Charter Group at the address provided in Section 13 below.

Section 5. Furniture and Equipment. ECS understands that all furnishings and equipment secured to the wall or floor will remain at the Civic Drive Facilities during the Term of the Agreement, as well as technology infrastructure such as wiring, switches, and telephones. ECS shall leave any of the Group's furniture and equipment at the Civic Drive Facilities at the end of the Term or upon vacating the Civic Drive Facilities, whichever occurs last, and the facilities shall be returned in the same condition as received, with the exception of reasonable wear and tear. Furnishings and equipment belonging to ECS shall be removed at the end of the Term.

Section 6. Access. ECS shall permit the Group and its agents, representatives or employees to enter the Civic Drive Facilities at all reasonable times and with reasonable notice to inspect, repair and maintain the Civic Drive Facilities as required by this Agreement. The Group shall attempt to give reasonable notice where practicable and in advance as to the timing of such access and repairs in order to provide a minimal disruption to ECS's use and education programs, but the Group shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. Those accessing the Civic Drive Facilities on behalf of the Group pursuant

to this Section shall provide or carry identification allowing ECS to verify their right to entry, and such visitors shall comply with any reasonable security procedures implemented by ECS.

Section 7. Modifications and Improvements. ECS shall not construct or install any improvements (as defined in Civil Code Section 660) on or within the Civic Drive Facilities, make any structural or non-reversible changes to signage on the exterior of the Civic Drive Facilities, obscure, remove, or paint over any sign, tile, mural or plaque affixed to walls or buildings at the Civic Drive Facilities, or otherwise alter the Civic Drive Facilities without the prior written consent of the Group and subject to terms agreeable to the Group. The Group shall respond to a request for any modification or improvement by ECS within thirty (30) days of receipt of such request. If approval is given by the Group, the Parties shall enter into a separate agreement or amendment hereto. In the event ECS makes any modification to the Civic Drive Facilities in violation of this Section, it shall be required to restore the Civic Drive Facilities to the same condition that existed prior to its use and occupancy at ECS's sole expense and shall pay any further damages resulting from ECS's modification to the Civic Drive Facilities.

Section 8. Subcontract and Assignment. Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other Party. ECS shall not sublicense or sublease, pledge, encumber, mortgage, or otherwise transfer or assign to any party any interest in the Civic Drive Facilities without the written consent of the Group.

Section 9. Insurance. During the Term of this Agreement, ECS shall maintain at its sole expense comprehensive general liability insurance policy with limits of at least $1 million (one million dollars) per occurrence, with the Group named as an additional insured on its policy. ECS shall maintain at its sole expense workers' compensation insurance policy with limits of at least $1 million (one million dollars) per occurrence. ECS agrees to provide proof of such insurance to the Group within thirty (30) days from receipt of a written request from the Group.

Section 10. Damage and Destruction. If the Civic Drive Facilities are damaged by any casualty which is covered by applicable insurance, and ECS may reasonably access and use for its educational programs and activities at least fifty percent (50%) of the Civic Drive Facilities, then the Parties agree that the Civic Drive Facilities shall be restored provided insurance proceeds are available to pay for the cost of restoration and provided such restoration can be completed within sixty (60) days. In such an event, this Agreement shall continue in full force and effect, except ECS shall be entitled to proportionately reduce all fees and payment during the restoration work based on the extent to which such work interferes with ECS's educational programs and activities. Notwithstanding the availability of insurance proceeds, if the Civic Drive Facilities are totally destroyed, defined as damage to more than fifty percent (50%) of the Civic Drive Facilities, either Party may terminate this Agreement. The Group shall immediately notify ECS of any health or safety emergency affecting ECS, its students or facility, or the Civic Drive Facilities, upon discovery or notice.

Section 11. Indemnification. The Parties agree to defend, indemnify, and hold each other, their employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses 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

the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

Section 12. Termination. This Agreement shall automatically terminate upon the effective date of any dissolution of ECS, or upon sixty (60) days' written notice from the other Party.

Section 13. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered, deposited in the United States mail as registered or certified mail with postage prepaid and return receipt required, sent by overnight delivery service, or sent by email or facsimile transmission, addressed as follows:

If to ECG:	**If to ECS:**
Alicia Anderson	**Derek King, Ed., D.**
Excelsior Charter Group	Excelsior Charter Schools
15505 Civic Drive, Suite A	15505 Civic Drive, Suite B
Victorville, CA 92392	Victorville, California 92392
Phone:760-508-1977	Phone: 760-245-4262
Fax: 760-780-4996	Fax:760-245-4009
Email: Aliciaa@excelsior.com	Email: Derekk@Excelsior.com

Any notice personally given or sent by email or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 14. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 15. Entire Agreement of Parties. This Agreement, together with its exhibits, constitutes the entire agreement between the Parties concerning the subject matter contained herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 16. California Law. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Bernardino County, California.

Section 17. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 19. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 20. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 21. Severability. Should any provision of this Agreement be legally determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 22. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference. In the event of conflict between the exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Excelsior Charter Group

By: Alicia Anderson
Name: Alicia Anderson
Its: COO
Date: 7/18/24

Excelsior Charter Schools

By:
Name: Derek King
Its: Superintendent
Date: 7/17/24

DocuSign Envelope ID: CCF58CD4-B540-4041-AB5C-788DE1B79F27

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ONTARIO FACILITY LICENSE AND USE AGREEMENT

This Ontario Facility License and Use Agreement ("Agreement") is made on July 1, 2024 ("Effective Date") by and between Excelsior Charter Group, a California nonprofit public benefit corporation ("ECG") and Excelsior Charter Schools, a California nonprofit public benefit corporation ("ECS"). ECG and ECS are collectively referred to as "the Parties."

RECITALS

WHEREAS, ECS is a California nonprofit public benefit corporation that operates the Excelsior Charter School pursuant to a charter authorized by the SBCSS;

WHEREAS, ECG is a California nonprofit public benefit corporation that was created to support ECS and ECS Corona-Norco;

WHEREAS, ECS desires to use the school facility located at 4550 Ontario Mills Parkway, Ontario, CA 91764 and more particularly described ("Ontario Facility"), which is held by ECG, for the purposes of operating an Excelsior charter school, for ECS administration, and for ECS's related educational programs and activities;

WHEREAS, the Parties desire to set forth the terms and conditions under which ECS will occupy and use the Ontario Facility; and

WHEREAS, ECG desires to provide property management services and maintenance, for the Ontario Facility to ensure they are in a condition suitable for ECS's intended use and in good working order, so that ECS can focus on its primary charitable purpose of the day-to-day operations of the Excelsior Charter Schools.

NOW THEREFORE, in consideration of the covenants and agreements herein, the Parties agree as follows:

Section 1. Term. The term of this Agreement ("Term") shall commence on July 1, 2024 and end on June 30, 2025. This Agreement shall automatically renew at the end of this Term on the same terms and conditions herein, and for consecutive successive one-year terms, unless either Party has provided written notice to the other Party of proposed changes to or termination of this Agreement not less than thirty (30) days prior to the date this Agreement would otherwise expire.

Section 2. Use of Ontario Facility. ECG hereby grants ECS a license to occupy, access and use the Ontario Facility for the purposes of operating an Excelsior charter school, for ECS administration, and for ECS's related educational programs and activities. Upon the termination of this Agreement, ECS agrees to restore the Ontario Facility to the same condition that existed prior to its use and occupancy, and the right to use and occupy the Ontario Facility shall revert to ECG. The Parties acknowledge that title to the Ontario Facility is held by ECG and shall remain as such at all times, subject to the charitable trust under which the property was acquired.

Section 3. Property Management, Repairs, Maintenance and Utilities. ECG shall provide property management services, including the staff necessary to provide these services, as

necessary to maintain the Ontario Facility in a condition suitable for the Parties' intended use and in good working order, including:

- General Maintenance and Upkeep;
- Facility Management; and
- Coordination of Routine Maintenance and Outside Services.

ECS may request that ECG perform specific property management services and maintenance by submitting a written request to ECG at the address provided in Section 13 below. Notwithstanding ECG's property management and maintenance obligations, ECS shall be responsible for and shall pay for any repairs or replacements which are occasioned or are made necessary by reason of the negligence or misuse of the Ontario Facility by ECS.

Section 4. Fee. In exchange for the property management services and maintenance, ECS shall pay ECG $21,251.00 per month for the Term of this Agreement. Monthly payments shall be prepaid, so the first monthly payment to ECG shall be due no later than July 1, 2024 and each additional payment will be due on or before the first day of each month thereafter. Payment shall be due monthly without notice or demand, with payments made to ECG at the address provided in Section 13 below.

Section 5. Furniture and Equipment. ECS understands that all furnishings and equipment secured to the wall or floor will remain at the Ontario Facility during the Term of the Agreement, as well as technology infrastructure such as wiring, switches, and telephones. ECS shall leave any of ECG's furniture and equipment at the Ontario Facility at the end of the Term or upon vacating the Ontario Facility, whichever occurs last, and the facility shall be returned in the same condition as received, with the exception of reasonable wear and tear. Furnishings and equipment belonging to ECS shall be removed at the end of the Term.

Section 6. Access. ECS shall permit ECG and its agents, representatives or employees to enter the Ontario Facility at all reasonable times and with reasonable notice to inspect, repair and maintain the Ontario Facility as required by this Agreement. ECG shall attempt to give reasonable notice where practicable and in advance as to the timing of such access and repairs in order to provide a minimal disruption to ECS's use and education programs, but ECG shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. Those accessing the Ontario Facility on behalf of ECG pursuant to this Section shall provide or carry identification allowing ECS to verify their right to entry, and such visitors shall comply with any reasonable security procedures implemented by ECS.

Section 7. Modifications and Improvements. ECS shall not construct or install any improvements (as defined in Civil Code Section 660) on or within the Ontario Facility, make any structural or non-reversible changes to signage on the exterior of the Ontario Facility, obscure, remove, or paint over any sign, tile, mural or plaque affixed to walls or buildings at the Ontario Facility, or otherwise alter the Ontario Facility without the prior written consent of ECG and subject to terms agreeable to ECG. ECG shall respond to a request for any modification or improvement by ECS within thirty (30) days of receipt of such request. If approval is given by ECG, the Parties shall enter into a separate agreement or amendment hereto. In the event ECS

makes any modification to the Ontario Facility in violation of this Section, it shall be required to restore the Ontario Facility to the same condition that existed prior to its use and occupancy at ECS's sole expense and shall pay any further damages resulting from ECS's modification to the Ontario Facility.

Section 8. Subcontract and Assignment. Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other Party. ECS shall not sublicense or sublease, pledge, encumber, mortgage, or otherwise transfer or assign to any party any interest in the Ontario Facility without the written consent of ECG.

Section 9. Insurance. During the Term of this Agreement, ECS shall maintain at its sole expense comprehensive general liability insurance policy with limits of at least $1 million (one million dollars) per occurrence, with ECG named as an additional insured on its policy. ECS shall maintain at its sole expense workers' compensation insurance policy with limits of at least $1 million (one million dollars) per occurrence. ECS agrees to provide proof of such insurance to ECG within thirty (30) days from receipt of a written request from ECG.

Section 10. Damage and Destruction. If the Ontario Facility are damaged by any casualty which is covered by applicable insurance, and ECS may reasonably access and use for its educational programs and activities at least fifty percent (50%) of the Ontario Facility, then the Parties agree that the Ontario Facility shall be restored provided insurance proceeds are available to pay for the cost of restoration and provided such restoration can be completed within sixty (60) days. In such an event, this Agreement shall continue in full force and effect, except ECS shall be entitled to proportionately reduce all fees and payment during the restoration work based on the extent to which such work interferes with ECS's educational programs and activities. Notwithstanding the availability of insurance proceeds, if the Ontario Facility are totally destroyed, defined as damage to more than fifty percent (50%) of the Ontario Facility, either Party may terminate this Agreement. ECG shall immediately notify ECS of any health or safety emergency affecting ECS, its students or facility, or the Ontario Facility, upon discovery or notice.

Section 11. Indemnification. The Parties agree to defend, indemnify, and hold each other, their employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses 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 the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

Section 12. Termination. This Agreement shall automatically terminate upon the effective date of any dissolution of ECS, or upon sixty (60) days' written notice from the other Party.

Section 13. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered, deposited in the United States mail as registered or certified mail with postage prepaid and return receipt required, sent by overnight delivery service, or sent by email or facsimile transmission, addressed as follows:

If to ECG:	If to ECS:
Alicia Anderson	**Derek King**
Excelsior Charter Schools ECG	Excelsior Charter Schools
15505 Civic Drive, Suite A	15505 Civic Drive, Suite B
Victorville, CA 92392	Victorville, California 92392
Phone: 760-508-1977	Phone: 760-552-2013
Fax:760-780-4996	Fax: 760-563-3978
Email: Aliciaa@Excelsior.com	Email: Derekk@excelsior.com

Any notice personally given or sent by email or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 14. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 15. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties concerning the subject matter contained herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 16. California Law. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Bernardino County, California.

Section 17. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 19. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 20. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 21. Severability. Should any provision of this Agreement be legally determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 22. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference. In the event of conflict between the exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Excelsior Charter Group

By: Alicia Anderson
Name: Alicia Anderson
Its: COO
Date: 7/18/24

Excelsior Charter Schools

By:
Name: Derek King
Its: Superintendent
Date: 7/17/24

EDENNIS PROPERTY, LLC.
P.O. BOX 5010
HUNTINGTON BEACH, CA 92615
PHONE: (805) 588-0384 FAX: (949) 645-1380

October 10, 2024

EEC, Inc. dba Excelsior Charter School
Attn: Alicia Anderson
4083-A Phelan Rd., Phelan, CA 92371

LEASE EXTENSION

Please note that your Lease dated November 11, 2010 for the Premises located at 4083-A Phelan Rd., Phelan, CA 92371 expires on **February 28, 2025**.

Your Lease will be extended for One (1) Year as follows:

March 1, 2025 – February 28, 2026 @ $6,750.00 Base Rent per month + NNN charges

Provided that Tenant shall not be in default as defined in our executed Lease Agreement, then Tenant shall be granted a **One (1) Year Option** period with **at least Six (6) months** prior written notice to Landlord as follows:

March 1, 2026 – February 28, 2027 @ $6,850.00 Base Rent per month + NNN charges

In the event Tenant does not exercise its option as described above, then Tenant shall remain on a "Month-to-Month" basis at **$7,500.00 per month (Base Rent) plus NNN charges**.

Payment in the amount **of $1,891.11** for past due Common Area Maintenance Reconciliations is immediately, and is a contingency to this "Lease Extension."

Please indicate your approval of same by signing in the appropriate space and email to dbneedleman@gmil.com and mail the $1,891.11 (CAM balance due) check to:

Edennis Property, LLC
P.O. Box 5010
Huntington Beach, CA 92615

In no way will this change waive any of the terms or conditions of your Lease.

Sincerely,

EDENNIS PROPERTY, LLC

Dennis Needleman, Sole Member

AGREED AND ACCEPTED THIS 13th DAY OF ~~October~~ November, 2024

EEC, Inc. dba Excelsior Charter School

Alicia Anderson

SAN BERNARDINO FACILITY LICENSE AND USE AGREEMENT

This San Bernardino Facility License and Use Agreement ("Agreement") is made on July 1, 2024 ("Effective Date") by and between Excelsior Charter Group, a California nonprofit public benefit corporation ("ECG") and Excelsior Charter Schools, a California nonprofit public benefit corporation ("ECS"). ECG and ECS are collectively referred to as "the Parties."

RECITALS

WHEREAS, ECS is a California nonprofit public benefit corporation that operates the Excelsior Charter School pursuant to a charter authorized by the SBCSS;

WHEREAS, ECG is a California nonprofit public benefit corporation that was created to support ECS and ECS Corona-Norco;

WHEREAS, ECS desires to use the school facility located at 444 W. Rialto Ave. San Bernardino, CA 92401 and more particularly described ("San Bernardino Facility"), which is held by ECG, for the purposes of operating an Excelsior charter school, for ECS administration, and for ECS's related educational programs and activities;

WHEREAS, the Parties desire to set forth the terms and conditions under which ECS will occupy and use the San Bernardino Facility; and

WHEREAS, ECG desires to provide property management services and maintenance, for the San Bernardino Facility to ensure they are in a condition suitable for ECS's intended use and in good working order, so that ECS can focus on its primary charitable purpose of the day-to-day operations of the Excelsior Charter Schools.

NOW THEREFORE, in consideration of the covenants and agreements herein, the Parties agree as follows:

Section 1. Term. The term of this Agreement ("Term") shall commence on July 1, 2024 and end on June 30, 2025. This Agreement shall automatically renew at the end of this Term on the same terms and conditions herein, and for consecutive successive one-year terms, unless either Party has provided written notice to the other Party of proposed changes to or termination of this Agreement not less than thirty (30) days prior to the date this Agreement would otherwise expire.

Section 2. Use of San Bernardino Facility. ECG hereby grants ECS a license to occupy, access and use the San Bernardino Facility for the purposes of operating an Excelsior charter school, for ECS administration, and for ECS's related educational programs and activities. Upon the termination of this Agreement, ECS agrees to restore the San Bernardino Facility to the same condition that existed prior to its use and occupancy, and the right to use and occupy the San Bernardino Facility shall revert to ECG. The Parties acknowledge that title to the San Bernardino Facility is held by ECG and shall remain as such at all times, subject to the charitable trust under which the property was acquired.

Section 3. Property Management, Repairs, Maintenance and Utilities. ECG shall provide property management services, including the staff necessary to provide these services, as necessary to maintain the San Bernardino Facility in a condition suitable for the Parties' intended use and in good working order, including:

- General Maintenance and Upkeep;
- Facility Management; and
- Coordination of Routine Maintenance and Outside Services.

ECS may request that ECG perform specific property management services and maintenance by submitting a written request to ECG at the address provided in Section 13 below. Notwithstanding ECG's property management and maintenance obligations, ECS shall be responsible for and shall pay for any repairs or replacements which are occasioned or are made necessary by reason of the negligence or misuse of the San Bernardino Facility by ECS.

Section 4. Fee. In exchange for the property management services and maintenance, ECS shall pay ECG $12,000.00 per month for the Term of this Agreement. Monthly payments shall be prepaid, so the first monthly payment to ECG shall be due no later than July 1, 2024 and each additional payment will be due on or before the first day of each month thereafter. Payment shall be due monthly without notice or demand, with payments made to ECG at the address provided in Section 13 below.

Section 5. Furniture and Equipment. ECS understands that all furnishings and equipment secured to the wall or floor will remain at the San Bernardino Facility during the Term of the Agreement, as well as technology infrastructure such as wiring, switches, and telephones. ECS shall leave any of ECG's furniture and equipment at the San Bernardino Facility at the end of the Term or upon vacating the San Bernardino Facility, whichever occurs last, and the facility shall be returned in the same condition as received, with the exception of reasonable wear and tear. Furnishings and equipment belonging to ECS shall be removed at the end of the Term.

Section 6. Access. ECS shall permit ECG and its agents, representatives or employees to enter the San Bernardino Facility at all reasonable times and with reasonable notice to inspect, repair and maintain the San Bernardino Facility as required by this Agreement. ECG shall attempt to give reasonable notice where practicable and in advance as to the timing of such access and repairs in order to provide a minimal disruption to ECS's use and education programs, but ECG shall not be obligated to do so in the event of emergency or imminent threat to health or safety of occupants. Those accessing the San Bernardino Facility on behalf of ECG pursuant to this Section shall provide or carry identification allowing ECS to verify their right to entry, and such visitors shall comply with any reasonable security procedures implemented by ECS.

Section 7. Modifications and Improvements. ECS shall not construct or install any improvements (as defined in Civil Code Section 660) on or within the San Bernardino Facility, make any structural or non-reversible changes to signage on the exterior of the San Bernardino Facility, obscure, remove, or paint over any sign, tile, mural or plaque affixed to walls or buildings at the San Bernardino Facility, or otherwise alter the San Bernardino Facility without the prior

written consent of ECG and subject to terms agreeable to ECG. ECG shall respond to a request for any modification or improvement by ECS within thirty (30) days of receipt of such request. If approval is given by ECG, the Parties shall enter into a separate agreement or amendment hereto. In the event ECS makes any modification to the San Bernardino Facility in violation of this Section, it shall be required to restore the San Bernardino Facility to the same condition that existed prior to its use and occupancy at ECS's sole expense and shall pay any further damages resulting from ECS's modification to the San Bernardino Facility.

Section 8. Subcontract and Assignment. Neither Party shall assign its rights, duties, or privileges under this Agreement, nor shall a Party attempt to confer any of its rights, duties, or privileges under this Agreement on any third party, without the written consent of the other Party. ECS shall not sublicense or sublease, pledge, encumber, mortgage, or otherwise transfer or assign to any party any interest in the San Bernardino Facility without the written consent of ECG.

Section 9. Insurance. During the Term of this Agreement, ECS shall maintain at its sole expense comprehensive general liability insurance policy with limits of at least $1 million (one million dollars) per occurrence, with ECG named as an additional insured on its policy. ECS shall maintain at its sole expense workers' compensation insurance policy with limits of at least $1 million (one million dollars) per occurrence. ECS agrees to provide proof of such insurance to ECG within thirty (30) days from receipt of a written request from ECG.

Section 10. Damage and Destruction. If the San Bernardino Facility are damaged by any casualty which is covered by applicable insurance, and ECS may reasonably access and use for its educational programs and activities at least fifty percent (50%) of the San Bernardino Facility, then the Parties agree that the San Bernardino Facility shall be restored provided insurance proceeds are available to pay for the cost of restoration and provided such restoration can be completed within sixty (60) days. In such an event, this Agreement shall continue in full force and effect, except ECS shall be entitled to proportionately reduce all fees and payment during the restoration work based on the extent to which such work interferes with ECS's educational programs and activities. Notwithstanding the availability of insurance proceeds, if the San Bernardino Facility are totally destroyed, defined as damage to more than fifty percent (50%) of the San Bernardino Facility, either Party may terminate this Agreement. ECG shall immediately notify ECS of any health or safety emergency affecting ECS, its students or facility, or the San Bernardino Facility, upon discovery or notice.

Section 11. Indemnification. The Parties agree to defend, indemnify, and hold each other, their employees, officers, directors and agents, free and harmless against any liability, loss, claims, demands, damages, expenses 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 the performance of their obligations under this Agreement, except for such loss or damage caused solely by the negligence or willful misconduct of the other Party.

Section 12. Termination. This Agreement shall automatically terminate upon the effective date of any dissolution of ECS, or upon sixty (60) days' written notice from the other Party.

Section 13. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and personally delivered, deposited in the United States mail as registered or certified mail with postage prepaid and return receipt required, sent by overnight delivery service, or sent by email or facsimile transmission, addressed as follows:

If to ECG:	**If to ECS:**
Alicia Anderson	**Derek King**
Excelsior Charter Group	Excelsior Charter Schools
15505 Civic Drive, Suite A	15505 Civic Drive, Suite B
Victorville, CA 92392	Victorville, California 92392
Phone: 760-508-1977	Phone: 760-552-2013
Fax:760-780-4996	Fax: 760-563-3978
Email: Aliciaa@Excelsior.com	Email: Derekk@excelsior.com

Any notice personally given or sent by email or facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

Section 14. Independent Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

Section 15. Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties concerning the subject matter contained herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by the Parties.

Section 16. California Law. This Agreement shall be governed by and the rights, duties, and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Bernardino County, California.

Section 17. Waiver. The waiver by any Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Section 18. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

Section 19. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

Section 20. Captions. The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties hereto.

Section 21. Severability. Should any provision of this Agreement be legally determined to be invalid, illegal, or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal, and enforceable.

Section 22. Incorporation of Recitals and Exhibits. The Recitals and each exhibit attached hereto are incorporated herein by reference. In the event of conflict between the exhibits and the provisions of this Agreement, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date.

Excelsior Charter Group

By: Alicia Andersen
Name: Alicia Andersen
Its: COO
Date: 7/18/24

Excelsior Charter Schools

By:
Name: Derek King
Its: Superintendent
Date: 7/17/24

FACILITY USE AGREEMENT
FOR EXCELSIOR FACILITIES BETWEEN
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND EXCELSIOR CHARTER SCHOOL

THIS AGREEMENT is entered into this 13th day of December, 2011, between Victor Valley Community College District ("District") and Excelsior Charter School ("Excelsior").

WHEREAS, Excelsior is a charter school organized and operating, under Section 47600, et seq., of the Education Code of the State of California, in San Bernardino County, California; and

WHEREAS, District is a Community College District and is authorized to enter into cooperative agreements with other governmental entities in the execution of its authorized powers; and

WHEREAS, the coordination of scheduling for the joint usage of facilities provides better utilization of school buildings, athletic facilities, parks, and other recreation areas, and avoids duplication of facilities.

NOW, THEREFORE, Excelsior and the District agree to cooperate with each other as follows:

1. **Effective Date.**

This Agreement must be executed by both Parties and approved or ratified by the District's Board of Trustees and Excelsior's Board of Trustees. This Agreement shall be effective upon the latter date of approval of either the District or Excelsior.

2. **Term of Agreement.**

The term of this Agreement shall commence on the Effective Date, and shall remain in effect for the term of the Site Ground Lease Agreement by and between the District and Victor Valley Union High School District/Excelsior Education Center dated December 9, 2008, (Exhibit A), and then shall be automatically renewed on a year-to-year basis unless terminated by either party as provided under Section 18 herein.

3. **Cooperation.**

Except as provided below, Excelsior and District hereby agree to cooperate in coordinating programs and activities conducted on the properties and in all of their respective facilities as listed on Exhibit B ("Stadium Property"), and Exhibit C, ("Field Property") collectively "Sports Fields," as well as future Excelsior and District properties and facilities, which may be acquired or constructed during the term of the Agreement and will be added to this Agreement, so as to avoid conflicting or competing uses. Reference to Stadium Property or Field Property in this Agreement shall include the sports field and any facilities located thereon,

except as otherwise noted. As used in the Agreement, "Owner" shall mean District; "User" shall mean Excelsior when Excelsior utilizes District Property under the terms of this Agreement.

4. **Priority of Use of Sports Fields.**

In scheduling the use the use of District facilities, District and District-sponsored, affiliated or related events and programs shall have first priority, Excelsior and Excelsior-sponsored, affiliated or related events and programs shall have second priority and other groups or agencies shall have third priority. All activities, other than Excelsior athletics or physical education events ("Activities"), must be pre-approved and coordinated through District prior to the events ("Special Activities"). Such Special Activities shall be requested at least five (5) days in advance and shall be subject to availability.

5. **Scheduling Facilities.**

A master schedule of facilities dates and times ("Master Schedule") for the use of District facilities shall be established in advance at semi-annual scheduling meetings between Excelsior and District officials. The meetings shall be held in July and January of each year. The purpose of the scheduling meetings shall be to coordinate the uses of the facilities and to avoid conflict between Excelsior, District and third-party uses and to protect the real and personal property involved.

5.1 **Application and Approval for Use of District Facilities.** Excelsior , when desiring to use District facilities for other than the Activities described in Section 5.4, shall complete an application normally used for such purposes and submit it to the District or such representative as is designated, who will approve or disapprove it accordingly. The applicant ("User") shall be permitted to use such District facilities for the express purposes as set forth on the application provided such use is consistent with the uses agreed to at a scheduling meetings between Excelsior and District officials. Applications submitted by school booster clubs, Parent/Teacher Associations, or other Excelsior affiliated organizations must be signed off by Excelsior prior to receiving approval by the District.

5.2 **Priority of Master Scheduled Events.** Each User recorded on the Master Schedule shall have priority for use of the facility over all others, except the Owner. In extraordinary circumstances, the Owner may need to reschedule the User's use. However, the User shall not be obligated to relinquish the scheduled use of the facility without consent unless a minimum of four (4) business days notice is given to the appropriate party, except in emergency circumstances. District seeking to use its facility that has been previously scheduled by the other party to this Agreement shall make a reasonable effort to find an alternative facility to conduct its activity.

5.3 **Excelsior Use of District Fields.** Excelsior will be allowed exclusive use of fields as follows, subject to deviations noted on the Master Schedule or situations arising under Section 5.2.

Stadium Property: Football Season

Field Property: Exclusive use

Other District facilities or times of use by Excelsior are available by application under Section 5.1.

6. **Facility Use Fees and Improvements.**

6.1 **Stadium Property.** Excelsior shall have general use of the stadium property described in Exhibit B for school Activities as provided in this agreement. Excelsior shall pay those certain Use Fees as provided in Exhibit D as partial compensation to District. In addition to the Use Fees, Excelsior agrees to improve the existing Stadium Property in compliance with Exhibit E ("Improvements"). All Improvements shall be completed in accordance with District approved plans following written approval from the District Board of Trustees or its designee. Such approvals shall be subject to compliance with District policies and state law including, but not limited to, compliance with the California Environmental Quality Act ("CEQA"). The funding, contracting and construction of the Improvements under this Agreement shall not proceed unless and until the parties have negotiated, executed and delivered mutually acceptable agreements based upon information produced from the CEQA environmental review process and on other public review and hearing processes and subject to all applicable governmental approvals relating to the Improvements.

6.1.1 **Revenue Share.** Following the completion of the Improvements at the Stadium Property, District agrees to share all revenues received from use of the Stadium Property, excluding Excelsior Activities, with sixty percent (60%) of Revenue collected to be provided to Excelsior. The revenue share shall be provided for the length of the Term or until the cost of Excelsior's contribution to the Improvements has been repaid.

6.2 **Field Property.** Excelsior shall have exclusive use of the Field Property for the term of this Agreement. The Field Property consists of a three- (3) acre field as provided in Exhibit C. The Use Fee for the Field Property shall be as provided in Exhibit D with a 3% annual increase.

7. **Compliance With Law.**

The use of District Property shall be in accordance with the procedures as established by District for use of its facilities, pursuant to the California Education Code and the policies, rules and regulations of the District Board.

8. **Supervision.**

Excelsior shall provide an adequate number of competent personnel to supervise all activities on District property. However, District may reject an employee or representative of Excelsior on the basis of not meeting supervisory standards as established in advance of usage. In no event shall District be responsible or liable for Excelsior's failure to provide adequate or competent supervision of activities. On a case-by-case basis, District may give Excelsior authorization to open and close a facility, but Excelsior shall, at all times, remain in control of keys and other security devices to District facilities. In no event shall Excelsior provide access to District property by unauthorized individuals.

9. **Verification of Qualifications.**

Excelsior shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors or sub-users who may use District's Property.

10. **Enforcement.**

User shall have responsibility for providing adequate supervision and for enforcing all rules, regulations, and ordinances governing the use of a facility.

11. **Maintenance of Property.**

Unless otherwise specified in this Agreement or any separate agreement between the Parties hereto, District as Owner shall be responsible for the regular maintenance, repair and upkeep of the properties and facilities and Excelsior shall pay to District an annual maintenance fee as provided in Exhibit D ("Use Fees"). Excelsior agrees to exercise care in the use of and to repair any damage to District property, which occurs while utilizing the facilities, except for damage arising from ordinary wear and tear. Excelsior shall promptly report to District any defects discovered on District's property or facilities contained thereon. The parties shall document all defects on an inspection form. The inspection form and a copy shall be retained by each party.

Excelsior shall, during the time of its use, keep District property and facilities in neat order; shall promptly remove all trash, refuse, garbage, and debris of any kind from the property during the term of this Agreement; and, as needed, shall provide a sufficient number of receptacles in the area for trash disposal.

Excelsior, or its representatives, shall have the right to enter all school areas and facilities made available by the District pursuant to this Agreement for the purpose of examining, inspecting and determining whether District has complied with obligations enumerated in this Agreement, including care and maintenance, as well as repair or improvement when necessary. Anything beyond normal wear and tear will be assessed by the District for possible remuneration by Excelsior.

12. **Tracking Use of Facilities.**

Excelsior and District shall, both, track use of their respective facilities under this Agreement, as well as associated costs. Tracking shall include; dates, times, type of usage, facility, and entity utilizing the facility. Any problems associated with the usage shall be noted. Excelsior and District shall share their tracking information at the semi-annual scheduling meetings.

13. **Assignment.**

Excelsior shall not sell, assign, or sublease its rights under this Agreement without the prior written consent of District, except that either party may allow user-affiliated groups and sports leagues to use the facilities under this Agreement assuming that the use application is approved by District pursuant to Section 5 above and liability insurance coverage requirements

described in Section 15 have been met. Consent to an assignment in one instance shall not be a waiver of the right to withhold consent to a subsequent request.

14. **Default.**

Failure of either party to comply with any term or condition of fulfillment of any obligation of this Agreement within thirty (30) days, or such period of time as mutually agreed to, after written notice from the other party shall constitute a default. Such written notice shall specify the nature of the default with reasonable particularity.

15. **Indemnification.**

Insofar as it is legally authorized, Excelsior will, at all times, protect, indemnify, and defend District against any and all losses, any cost, damage, or expense arising from any accident or other occurrence to persons or property on or about District's Property, which occur while Excelsior has control of District's Property.

Insofar as it is legally authorized, Excelsior shall hold free and harmless, and shall indemnify and defend, District, members of the District, boards or commissions, its employees, officers and agents, and each of them while acting as such, from all claims, loss, damages costs, expenses or liability, which may arise by reason of liability imposed by law because of injury to property or injury to or death of persons, received or suffered by reason of any defective or dangerous condition of any grounds, sites, buildings, equipment, play areas, recreational facilities or other improvements located on District Property, or participation in any activity carried our or sponsored by Excelsior, and further, Excelsior shall be responsible for any and all damages to property caused as a direct result of any school activity being conducted on District Property by Excelsior. However, Excelsior shall not indemnify District where District's sole and exclusive negligence or willful misconduct is the cause of any claim, demand, cause of action damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability.

The District and Excelsior shall cooperate in the defense of any action against Excelsior and/or the District related to Excelsior Property. The Parties shall pay equal shares for the defense of any claim, action, or suit. Excelsior shall have the right to select legal counsel for this defense.

16. **Insurance.**

Excelsior has in force, and during the term of this Agreement shall maintain in force, a combined, single-limit liability insurance policy in the amount of not less than Five Million Dollars ($5,000,000) with District, its employees and agents, at Excelsior's expense, named as additional insured's under such policies. Such policy shall provide for a thirty (30) day notice of any cancellation or reduction of such insurance to District. Excelsior agrees to provide District a certificate of insurance evidencing this coverage in a form satisfactory to District upon execution of this Agreement. In the event that District allows private sports leagues or other community groups of Excelsior to use District facilities, such users shall either be covered by Excelsior's insurance policies or shall provide evidence of coverage consistent with this Section.

17. **Attorneys' Fees.**

Except as specifically set forth in this Agreement, the Parties shall each bear their own costs, including, without limitation, attorneys' and consultants' fees, incurred in connection with any negotiations, strategic planning, analysis, and due diligence relating to this Agreement.

18. **Notice.**

Any notice required or permitted under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

To Excelsior: _____

To District: Attn: [Name]
Facilities, Construction and Contracts Director
18422 Bear Valley Road
Victorville, CA 92395

19. **Termination of Agreement.**

This Agreement may be terminated by either party for any reason or without cause upon at least one hundred and eighty (180) days written notice to the other. If terminated by either party prior to the first ten (10) years of the agreement, the $450,000 contribution by Excelsior Education Center will be prorated and refunded to Excelsior Education Center. Notwithstanding, separate agreements which exceed one hundred and eighty (180) days duration will be terminable under the terms of such agreements.

In the event of breach or default by either party to this Agreement, and after providing notice and an opportunity to reach compliance as provided in Section 13 above, the other party shall have the right to terminate the defaulting party's right to use the property or facility subject to the breach or default. Such termination of use shall be effective by providing sixty (60) days written notice to the defaulting/breaching party, which specifies the breach or default results in damages to the other party or third parties, the defaulting party shall be responsible for such damages.

Upon termination of this Agreement, or upon termination of use of a specific property or facility under this section, the parties shall retain ownership of their personal property, and shall remove it from the other party's real property and/or facilities. In addition, all improvements made to the properties and facilities shall remain the property of the District, except as otherwise agreed upon by the parties in a separate agreement relating to such improvement.

20. **Entire Agreement.**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements and understandings.

21. **Amendments.**

This Agreement may not be amended, modified, or changed nor shall any waiver of any provision hereof be effective, except by an agreement in writing signed by the parties hereto.

22. **Agreement Binding.**

This agreement shall inure to the benefit of and be binding upon the parties signing and their respective successors.

23. **Governing Law.**

The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of California.

24. **Partial Invalidity.**

The provisions of this Agreement are severable. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which or otherwise lawful shall remain in full force and effect.

25. **Hazardous Materials.**

District and Excelsior agree as follows with respect to the existence or use of Hazardous Materials at District Property.

25.1 **Definition.** As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance, which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to Section (14) of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

25.2 **Hazardous Materials.** Neither Excelsior nor District shall cause or permit any Hazardous Materials to be generated, brought onto, used, stored, or disposed of in or about the District Property by Excelsior or District or their agents, employees, contractors, subtenants, or

invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws) utilized on District Property. Both parties shall comply with all Environmental Laws.

25.3 **Notice.** Excelsior and District shall each give written notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to District Property, and (ii) any contamination of District Property by Hazardous Materials which constitutes a violation of any Hazardous Materials Law.

26. **Force Majeure.**

Neither Party shall be held responsible or liable for an inability to fulfill any obligation under this Agreement by reason of an act of God, natural disaster, rationing or restrictions on the use of utilities or public transportation whether due to energy shortages or other causes, war, civil disturbance, riot, or terrorism ("Force Majeure"). Any Party relying on a Force Majeure shall give the other Party reasonable notice thereof, and the Parties shall use their best efforts to minimize potential adverse effects from such Force Majeure, including, without limitation, subcontracting the obligations of the Party claiming such Force Majeure to a third Party, and extending the time periods for performance.

27. **Further Assurances.**

Each Party to this Agreement shall, at its own expense, perform all acts and execute all documents and instruments that may be necessary or convenient to carry out its obligations under this Agreement.

28. **Execution in Counterparts.**

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

29. **Incorporation of Recitals and Exhibits.**

The Recitals and all Exhibits attached hereto, are hereby incorporated herein and made a part of this Agreement by this reference.

30. **Captions.**

The headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

31. **Time of the Essence.**

Time is of the essence in the performance of each Party's respective obligations under this Agreement.

THIS FACILITIES USE AGREEMENT is executed by the duly authorized representatives of the Excelsior and District on the date first herein above written.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By: _____ 2/27/12
Date

EXCELSIOR CHARTER SCHOOLS

By: Alicia Anderson 1-17-2012
Date

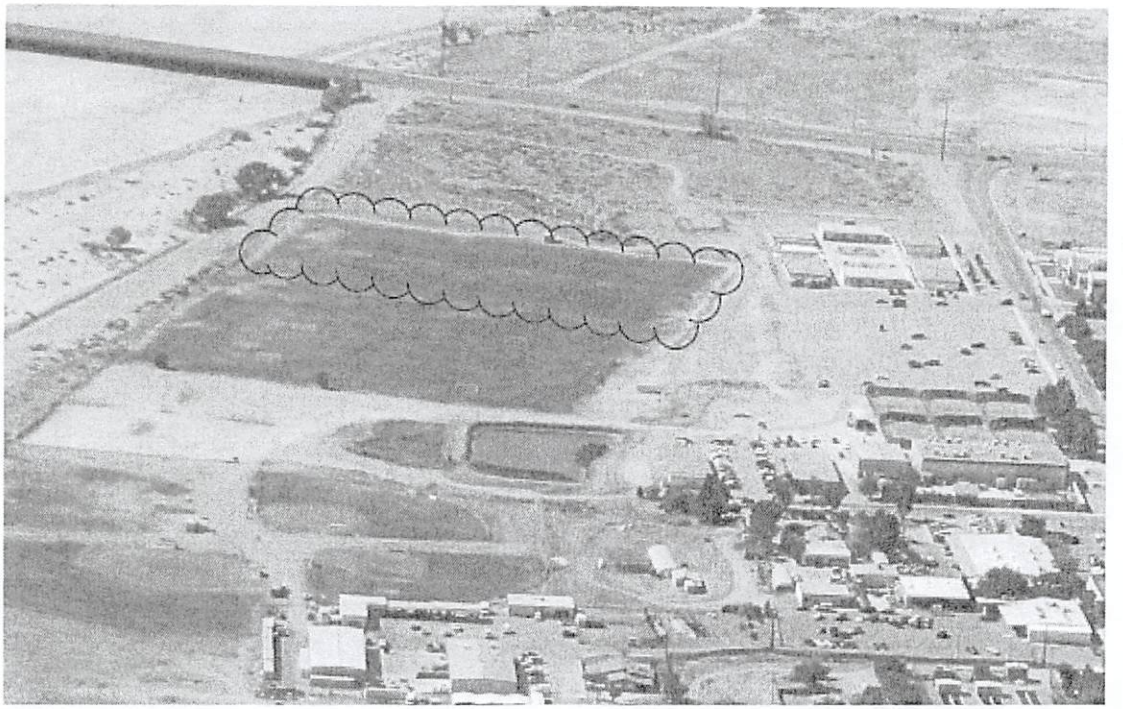
EXHIBIT A

SITE GROUND LEASE

Attached at end of this document.

EXHIBIT C

FIELD PROPERTY



EXCLUSION'S AREA

204250 FT² = 4.688 ACRES

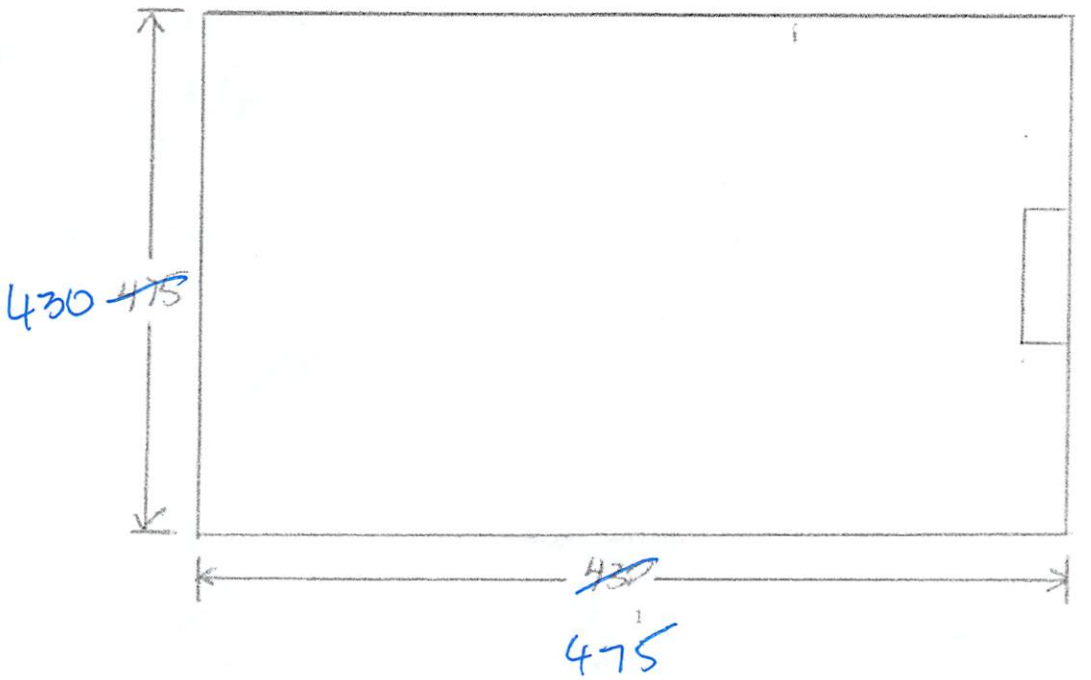


EXHIBIT D

USE FEES

Item	Ongoing Fees	District	Excelsior
Field Property *To include parking* ***3 acre field use fee including water fee***	$56,917.00	$0.00	$56,917.00
Annual Maintenance Costs*†	$53,600.00	$37,100.00	$16,500.00
Total Ongoing Fees	**$110,517.00**	**$37,100.00**	**$73,417.00**
**All maintenance cost will have 3% annual increase.*			

yes
No

† *Each institution shall be responsible for its proportional maintenance fee as its exclusive rate of usage is adjusted in future years.*

~~56917~~ ~~2010~~/13

~~2013/14 +3%~~

SITE GROUND LEASE AGREEMENT

This SITE GROUND LEASE AGREEMENT ("Lease") is entered into between Victor Valley Union High School District/Excelsior Education Center ("Lessee") and the Victor Valley Community College District, a California community college district ("Lessor").

The parties hereto agree as follows:

1. Property.

   a. Lessor owns certain real property described in Attachment I commonly known as Victor Valley College ("College Site"). Subject to the following terms and conditions, Lessor leases to Lessee and Lessee leases from Lessor that portion of the College Site, depicted in Attachment 2, and any applicable easements for access to the Property and related utilities (the "Property").

   b. Lessee agrees to take the Property "as is" and to make any necessary improvements, repairs and/or maintenance, at Lessee's sole cost, subject to the provisions set forth in this Lease. Prior to taking any action physically alter the Property except those actions authorized herein, Lessee shall obtain the written consent of Lessor.

2. Use.

   a. Subject to the terms of this Lease, Lessee shall have the right to use the Property for school purposes as authorized by the Charter Agreement between Lessee and the Victor Valley Union High School District ("Charter"). Such use includes Lessee's right to install, construct, and maintain any facilities for school purposes. Lessee shall have the right of access between properties and joint use of parking lots in 3a and 3b.

   b. Lessee shall at all times comply with all applicable laws, codes, rules and regulations, including without limitation any rules and regulations of Lessor or Spring Valley Homeowners Association ("HOA"), relating to (1) installation and construction of Lessee's Facility' (2) Lessee's use of the Property; and (3) the conduct of business on the Property; including without limitation. Public Resources Code Sections 21000 et seq. (the California Environmental Quality Act.); and any land use approval required by any governmental entity.

3. Joint Use of Parking Lots.

   a. Lessor and Lessee will jointly use 3.84 acres of existing parking lots as depicted in Attachment 2. Lessor will be responsible to maintain said parking lots.

   b. Lessee agrees to develop 3.3 acres for joint use parking as depicted in Attachment 2 pursuant to receiving state grant# 50/67934-00-015. Lessee will be responsible to maintain said parking lots.

7/1/09 65,326.06
7/1/10 67,255.54
7/1/11 69,304.42
7/1/12 71383.55
7/1/13 73,525.05
7/1/14 75,730.81
7/1/15 78,002.73

4. Joint Use of Athletic Areas.

   a. Lessor will allow Lessee the use of their athletic fields and other athletic areas upon availability. Requests for usage will be made 30 days in advance and Lessor retains the right to refuse any requests.

   b. The cost to Lessee will be at the normal and customary rate of the Lessor.

5. Term.

   a. The original term of this Lease ("Original Term") shall commence on the first day of January, 2009 and terminate on June 30, 2049.

   b. As provided herein, Lessee may extend the Original Term for one additional period of two years ("Renewal Term"). As provided for in Section 4 herein, the Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall be extended for the Renewal Term for the Annual Report, as set forth in Section 4 herein, if Lessee gives Lessor other written notice of Lessee's intent to renew at least one hundred eighty (180) days prior to expiration of the Original Term.

   c. If Lessee remains in possession of the Property at the expiration of this Lease, except as otherwise provided herein, this Lease shall continue in force upon the same terms and conditions on a month to month basis until and unless terminated by either party by giving the other party, at least thirty (30) days before the end of such additional period, written notice that no further extensions shall occur under this provision.

6. Rent.

   a. Original Term and Renewal Term. The annual rent for the Property ("Annual Rent") initially shall be $63,423.36. The Annual Rent shall increase on July 1 of each year throughout the Original Term and the Renewal Term by three percent (3%) of the current Annual Rent in effect immediately preceding the increase.

   b. Payment of Annual Rent. Annual Rent shall be payable in equal monthly installments, in advance on the first day of each month beginning on the Commencement Date. If the Commencement Date occurs on a day other than the first day of the month, and/or if the Original Term or final Renewal Term ends on a date other than the last day of a month, the monthly installment of Annual Rent shall be prorated for each such partial month. Annual Rent shall be payable to Lessor at its address specified at the end of this Lease, or as Lessor may otherwise direct from time to time, in writing, at least 30 days prior to any rent payment date. Any payment of Annual Rent received ten (10) or more calendar days after the due date shall accrue interest at the rate of percent (10%) per annum from the due date until payment in full is received by Lessor.

7. Improvement: Access.

   a. Lessee shall have the right (but not the obligation) with prior notification, at any time following the full execution of this Lease to enter the College Site for the purpose of making inspections and engineering surveys (and soil tests where applicable) and other tests relative to installing and constructing Lessee's Facility and to prepare for the construction of Lessee's Facility.

   b. Lessee shall do all work necessary to prepare, add, maintain and alter the Property for Lessee's Facility and to install any required utility lines and transmission lines. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense by licensed and bondable contractors in a good and workmanlike manner.

   c. In constructing Lessee's Facility, Lessee shall install utilities (including emergency or backup battery or transportable generator power), at Lessee's expense, and improve the present utilities on or near the Property.

   d. Lessee shall obtain any and all approvals which are required by the Sate of California, any public agency, any utility and the HOA.

8. Taxes, Utilities and Maintenance.

   a. If for any reason Lessee's Facility is assessed for tax purposes as part of College Site, Lessee shall reimburse Lessor any increase in Lessor's real property taxes attributable to the value or cost of Lessee's Facility. Reimbursement shall be due thirty (30) days following Lessee's receipt of a written request and reasonable evidence of the increase.

   b. Lessee shall fully and promptly pay for all utilities furnished to the Property for the use, operation and maintenance of the communications portion of Lessee's Facility. If practicable, Lessee shall install, at Lessee's expense, a separate electric meter and pay for electricity directly. If electricity is provided by Lessor, Lessee shall install a sub-meter for determining the cost for utility service as used by Lessee.

   c. Lessee shall maintain the Property throughout the Term and Renewal Terms in good condition, ordinary wear and tear excepted. Lessee shall not be required to make any repairs to the College Site, except as stated in Section 9 below and except for damage to the College Site caused by Lessee, its employees, agents, contractors, subcontractors, subtenants or invitees.

9. Termination.

   a. This Lease may be terminated by Lessee on thirty (30) days prior written notice to Lessor (or any shorter notice expressly set forth below) if:

i. Lessee delivers to Lessor such 30-day written notice at any time prior to the Commencement Date, for any reason or no reason; or

ii. Lessor commits a default under this Lease (other than under Section 5) and fails to cure such default within the 30-day notice period, provided that if the period to diligently cure takes longer than 30 days and Lessor commences to cure the default thin the 30-day notice period, then Lessor shall have such additional time as shall be reasonably necessary to diligently effect a complete cure; or Lessor commits a default under Section 5 or Section 6 and fails to cure such default within five (5) (rather than 30) days after receiving written notice of such default.

b. This Lease may be terminated by Lessor if:

i. Lessee commits a default under this Lease and fails to cure such default within ten (10) business days after Lessee receives written notice of the default, where the default is a failure to pay rent when due; or

ii. Thirty (30) days after Lessee receives written notice of any other default and fails to cure such default, provided that if the period to cure takes longer than 30 days and Lessee commences to cure the default within the 30-day notice period, then Lessee shall have such additional time as shall be reasonably necessary to diligently effect a complete cure.

c. Upon termination, neither party shall have any further rights, obligations or liabilities to the other except:

i. with respect to provisions of this Lease which by their sense and context survive termination; and/or

ii. where termination is by reason of breach or default of the other party; and/or

iii. with respect to the rights and remedies of the parties relating to the period prior to termination.

iv. with respect to the provisions of Section 9 of this Agreement.

10. Destruction or Condemnation.

a. If the Property or College Site is damaged or destroyed so as, in Lessee's judgement, to hinder Lessee's normal operations, Annual Rent shall abate in full from the date such damage or destruction occurs until Lessee is able to commence normal operations.

b. If the whole of the Property, or any portion thereof which, in Lessee's judgement, renders the balance of the Property unsuitable for Lessee's normal operations, is taken by any public or quasi-public authority by condemnation, or sold under threat or in

lieu of any such taking, whether separately or as part of College Site, this Lease shall terminate as of the date possession is delivered to the condemning authority. Lessee shall have the right to participate in all condemnation proceedings and/or negotiations regarding the Property and shall have the right to any award specifically designed as compensation for Lessee's interest under this Lease, the cost of removal of Lessee's Facility or any other amounts recoverable under condemnation Law.

11. Title to and Removal of Lessee's Facility.

Title to Lessee's Facility and any equipment placed on the Property by Lessee shall be held solely by Lessee. All of the Lessee's Facility shall remain the personal property of Lessee and shall not be treated as real property or become a part of the College Site even though affixed thereto. On or before the expiration of this Lease, or within thirty (30) days after any earlier termination of this Lease, Lessee shall remove, at its sole expense, any of Lessee's Facility; except that Lessee is not obligated to remove underground installations or below grade support footings or pads unless such removal is required by law. Prior to removal of Lessee's Facility, Lessee shall submit to Lessor, for Lessor's approval, the items proposed to be removed from Lessee's Facility. Lessee shall repair any damage to the College Site caused by removal of Lessee's Facility and restore the Property to good condition, less ordinary wear and tear.

12. Insurance.

During the Term and any Renewal Term, and thereafter until the removals required under Section 9 are complete, and prior to the Commencement Date if Lessee enters the College Site under Section 5(a), Lessee shall maintain, at its expense, commercial general liability insurance, naming Lessor as an additional insured, providing coverage of $2,000,000 per occurrence for bodily injury and property damage in addition to statutory workers' compensation insurance.

13. Indemnification.

a. Except for Lessor's negligence of willful misconduct: Lessee shall indemnify, defend, protect and hold harmless Lessor, its affiliates, and each of its directors, officers, partners, shareholders, agents, students, invitees, and employees, from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorney's fees) arising out of or resulting from:

i. the use or occupancy of the Property by Lessee or its employees, agents, contractors, subcontractors, students or invitees or the condition or operation of Lessee's Facility; and

ii. any mechanics or material man's liens or stop notices filed in connection with any work done on the Property or the College Site and at the request or direction of

Lessor, cause any such mechanic's or material man's liens and any such stop notices to be released by posting an appropriate release bond therefore.

b. Except for Lessee's negligence or willful misconduct: Lessor shall indemnify, defend, protect and hold harmless Lessee, and its affiliates, and each of their directors, officers, partners, shareholders, agents and employees from and against any claim, cause of action, demand, injury, damage, liability, loss, cost or expense (including but not limited to reasonable attorneys' fees) arising out of or resulting from use and operation of the College Site by Lessor or its employees, agents, contractors, tenants (other than Lessee) or invitees or the condition of the College Site; provided that Lessor, its affiliates and each of their directors, officers, partners, shareholders, agents, students, volunteers and employees shall have no liability for any injury, damage, liability, loss, cost or expense occasioned by theft, fire, act of God, civil disturbance, strike, order of governmental authority interruption of utility service or other cause of beyond their reasonable control.

14. Title: Quiet Enjoyment: Subordination.

a. Lessor warrants that:

i. it owns good and sufficient title to and interest in the Property or the College Site; and

ii. there are no liens, encumbrances, covenants, restrictions or judgments affecting the Property or the College Site which impede or adversely affect Lessee's intended use of the Property; and

iii. Lessor has full right, power and authority to execute, deliver and perform this Lease; and

iv. so long as Lessee is not in material default under this Lease, Lessee shall have undisturbed, quiet and peaceful use and enjoyment of the Property throughout the Term and any Renewal Term. Notwithstanding the foregoing: Lessee acknowledges that Lessee agrees that Lessor or its employees, agents, contractors, tenants (other than Lessee) or invitees shall have no liability for any damage to Lessee's Facility resulting from the intended use of the College Site adjacent to Lessee's Facility.

b. Lessor shall use its best efforts to obtain from each holder of any underlying lease, mortgage, land contract, deed of trust or other existing lien rights affecting the Property with priority over this Lease, a recordable agreement, in form reasonably acceptable to Lessee, to recognize and not disturb this Lease and Lessee's right to possession, use and enjoyment hereunder so long as Lessee is not in default. At the option of Lessor, this Lease may be subordinated to any future underlying lease, mortgage, deed of trust or lien affecting the Property, and to any renewal, modification or replacement thereof, provided that the holder thereof executes and

delivers a recordable non-disturbance agreement in form reasonably acceptable to Lessee.

15. Environmental.

Lessor represents that to the best of its knowledge the Property and College Site have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents that to the best of its knowledge no Hazardous Materials or underground storage tanks are located on or near the Property of College Site. Notwithstanding any other provision of this Lease, Lessee relies upon the representations stated herein as a material inducement of entering into this Lease. During the Term and Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto College Site in accordance with all federal, state and local laws and regulations and shall impose on any lessee, licensee or other party using any portion of College Site the same obligation. Lessee shall not bring any Hazardous Materials onto the Property except for those contained in its backup power batteries (e.g., lead-acid batteries) and properly stored, reasonable quantities of common materials used in telecommunications operations (e.g., cleaning solvents). Lessee shall handle, store and dispose of all Hazardous Materials it brings onto the Property in accordance with all federal, state and local laws and regulations. "Hazardous Materials" means any substance, chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations and specifically includes but is not limited to asbestos and asbestos containing materials, polychlorinated biphenyl's (PCBs) and petroleum or other fuels (including crude oil or any fraction or derivative thereof).

16. Resolution of Disputes.

a. Except as set forth in subsection (c) below, all controversies arising out of or relating to this lease or any related instruments shall be resolved by submission to final and binding arbitration at the offices of JAMS/Endispute ("JAMS") in the county in which College Site is located. Such arbitration shall be conducted in accordance with the then most recent version of the JAMS Rules of Practice and Procedure for the Arbitration of Commercial Disputes ("JAMS Rules") before a single arbitrator selected according to the JAMS Rules. The final decision of the arbitrator shall be binding on the parties and shall not be subject to appellate review.

b. The aggrieved party shall initiate arbitration by sending written notice of its intention to arbitrate to the other party to this Lease and to JAMS. Such notice shall contain a description of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration settlement of the dispute, the amount in controversy, and the remedy sought. The parties shall execute any and all documents and statements required by JAMS for the arbitration settlement of the dispute in accordance with the JAMS Rules. In no event shall any demand for arbitration be made after the date when institution of a legal or equitable proceeding based on such claim would be barred by the applicable statue of limitations.

c. Lessor and Lessee shall be entitled to obtain immediate equitable relief, such as by temporary restraining order and injunction, in state or federal court to prevent any violation of any of the covenants, conditions or provisions contained in this Lease.

d. The arbitrator shall have no right or power to award punitive damages, or to award any relief that could not be awarded by a court or other tribunal of competent jurisdiction, but shall have the right and power to award costs and expenses, including but not limited to attorneys' fees, pursuant to Section 17f.

e. Once a written request for arbitration has been made, each party shall have the right to conduct discovery pursuant to the procedures set forth in the Civil Discovery Act of 1986, as amended, even if an action has not been filed.

17. Miscellaneous.

a. If any provision of this Lease, the deletion or modification of which would not adversely affect the receipt of any material benefit by either party, is declared by a court of competent jurisdiction (or by an arbitrator) to be invalid or unenforceable, then the remainder of this Lease shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law. In lieu of each provision of this Lease that is valid or unenforceable, there shall be added as part of this Lease an enforceable provision as similar in terms to such invalid or unenforceable provision as possible.

b. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties. Notwithstanding the foregoing: Lessee shall not assign all or any portion in this Lease, whether voluntarily, by operation of law or otherwise, including without limitation, subleasing any portion of the Property without the prior written consent of Lessor which Lessor may withhold for any reason whatsoever in its sole discretion.

c. Any notice or demand required herein shall be given personally, by certified or registered mail, postage prepaid, return receipt requested, by confirmed fax, or by reliable overnight courier to the address of the respective parties set forth on the signature page. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Lessor or Lessee may from time to time designate any other address for this purpose by written notice to the other party.

d. Except for consent or approval in which a party has sole discretion, where the consent or approval of either Lessor or Lessee is required, such consent or approval shall not be unreasonably withheld or delayed.

e. This Lease shall be governed, construed and interpreted under the laws of the State of California. This Lease shall be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against either party. This Lease shall not be interpreted or construed against the party preparing it.

f. In the event of any dispute or legal proceeding (including arbitration under Section 14 between the parties arising out of or relating to this Lease or its breach, the prevailing party shall be entitled to recover from the non-prevailing party all fees, costs, and expenses, including but not limited to attorneys' and expert witness fees, incurred in connection with such dispute or legal proceeding, any counterclaims or cross-complaints, any action to confirm, correct or vacate an arbitration award, any appeals and any proceedings to establish and recover such costs and expenses, in such amount as the court or arbitrator determines reasonable. Any party entering a voluntary dismissal of any legal proceeding without the consent of the opposing party in such proceeding shall be deemed the non-prevailing party.

g. Terms and conditions of this Lease which by their sense and context survive the termination, cancellation or expiration of this Lease will so survive.

h. Each person executing this Lease for either Lessee or Lessor represents, for himself or herself and for the party for which the person purports to act, that such person is authorized to execute the Lease on behalf of such party, that such person is acting within the scope of such person's authority, and the party has the authority, to enter into this Lease and to be bound by the terms of this Lease.

i. Time is of the essence of this Lease.

j. This Lease including all attachments and riders constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other leases and agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease shall be effective only if in writing and executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of DEC. 9, 2008.

LESSOR:

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, a community college district

By: _____
President/Superintendent

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

LESSEE:

EXCELSIOR EDUCATION CENTER

By: _____
Director or Designee

Excelsior Education Center
12217 Spring Valley Parkway
Victorville, CA 92395

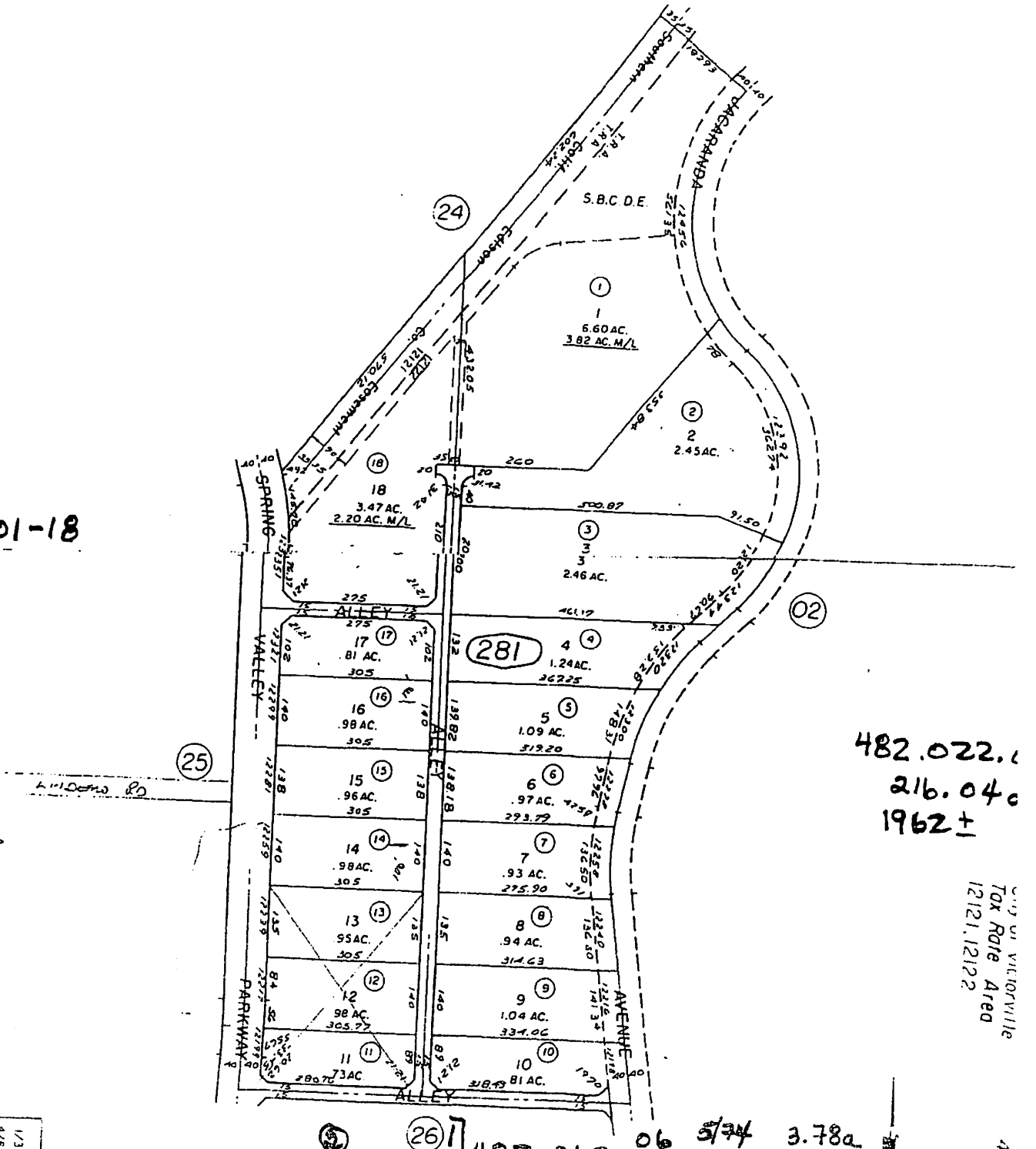
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT

By: _____
Asst. Supt. or Designee

Victor Valley Union High School District
16350 Mojave Drive
Victorville, CA. 92395

T4N R6W 160a.
403.015.01
1988

Attachment 2
DEPICTION OF THE PROPERTY



32.281.01-18
1995

482.022.
216.04
1962±

Assessor's Map
Book 482, Page 28
San Bernardino County

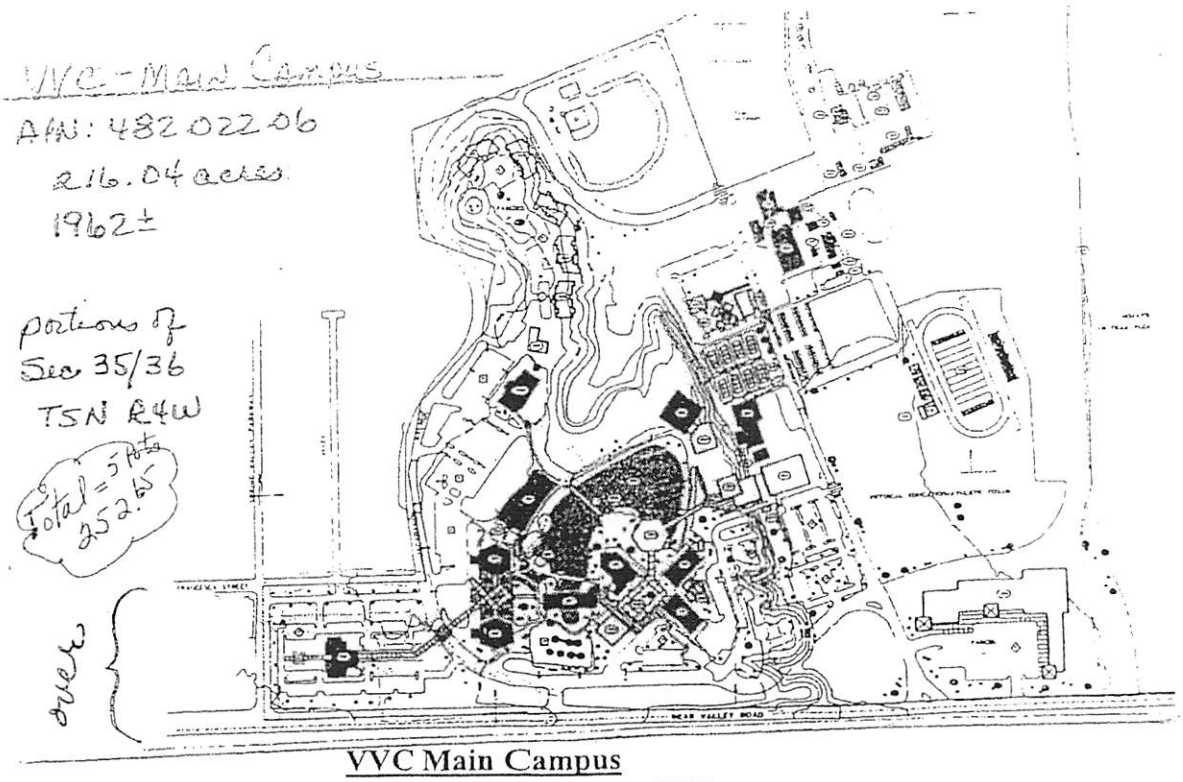
City of Victorville
Tax Rate Area
12121, 12122

482-28

REVISED
1/3/72
4/6/92
1/31/96

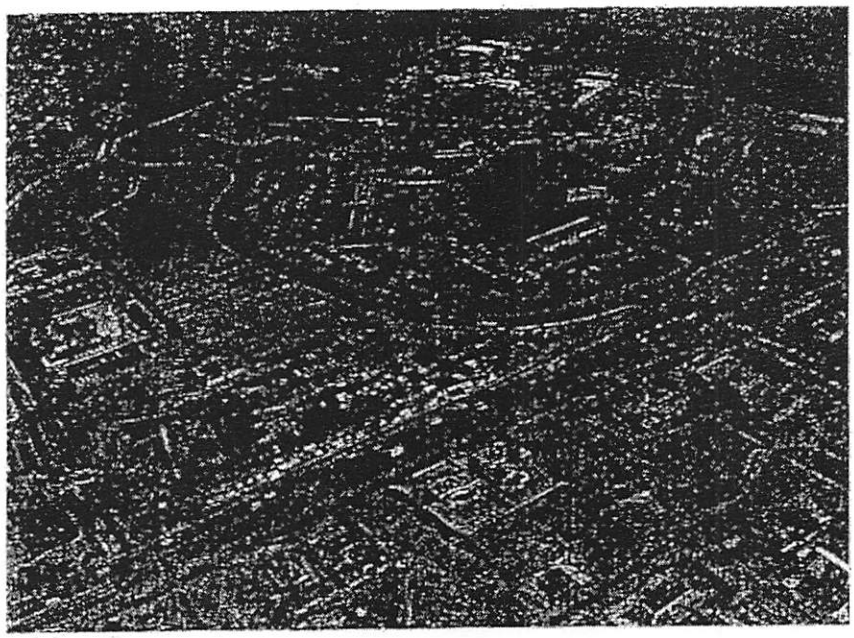
Attachment 1

DEPICTION OF THE COLLEGE SITE



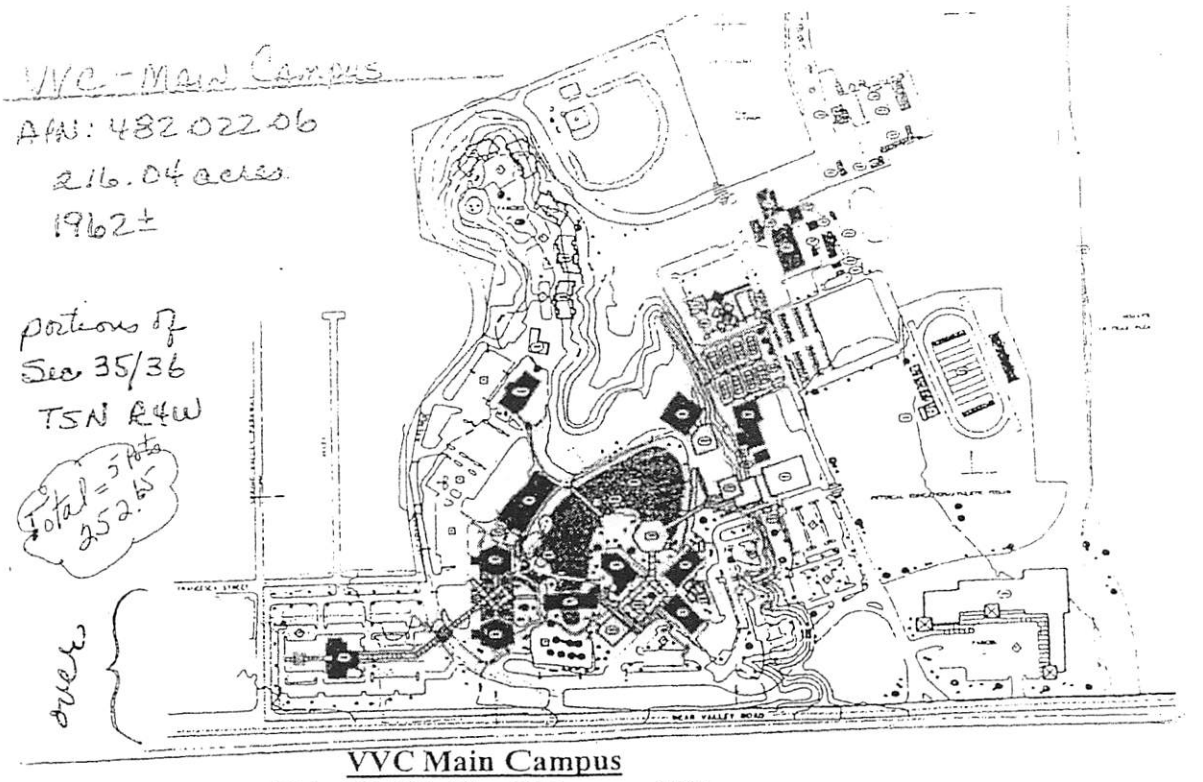
VVC Main Campus

APN: 482.022.06 = 216 acres, 1962
APN 482.262.06 = 3.78 acres, 1974
APN 482.262.07 = 2.87 acres, 1977
APN 482.262.08 = 1.57 acres, 1974
APN 482.281.01-18 = 28.39 acres, 1993



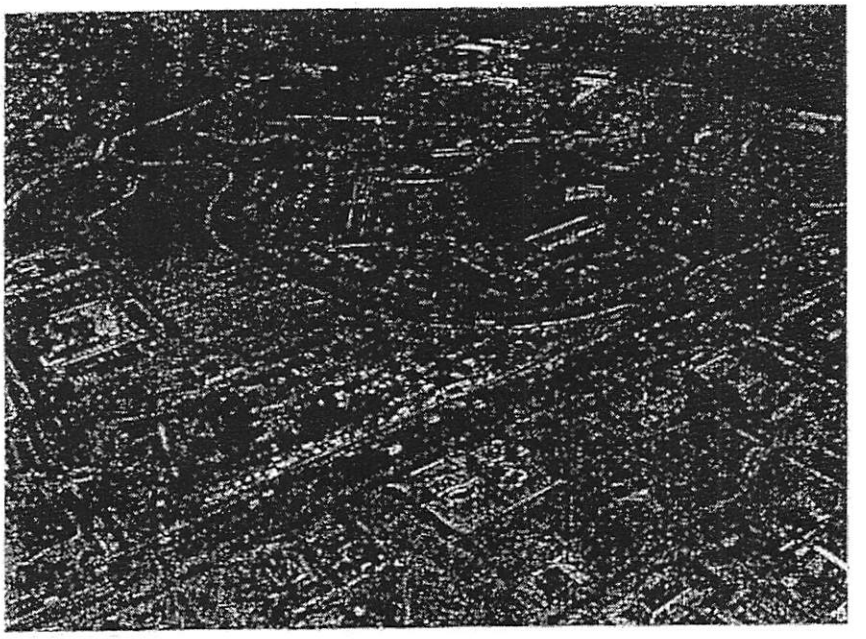
Attachment 1

DEPICTION OF THE COLLEGE SITE



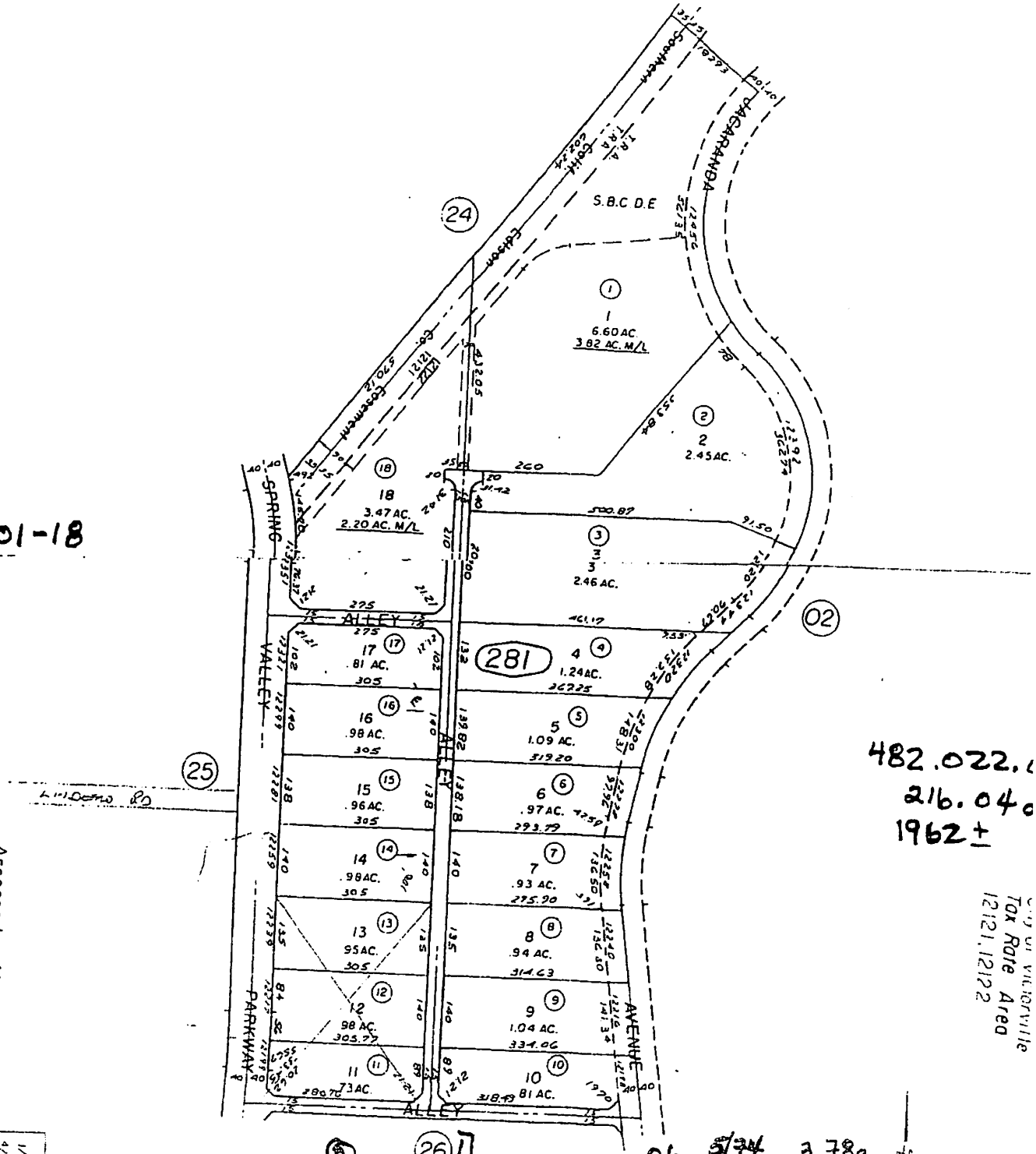
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APN 482.281.01-18 = 28.39 acres, 1993



Attachment 2

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Assessor's Map
Book 482, Page 28
San Bernardino County

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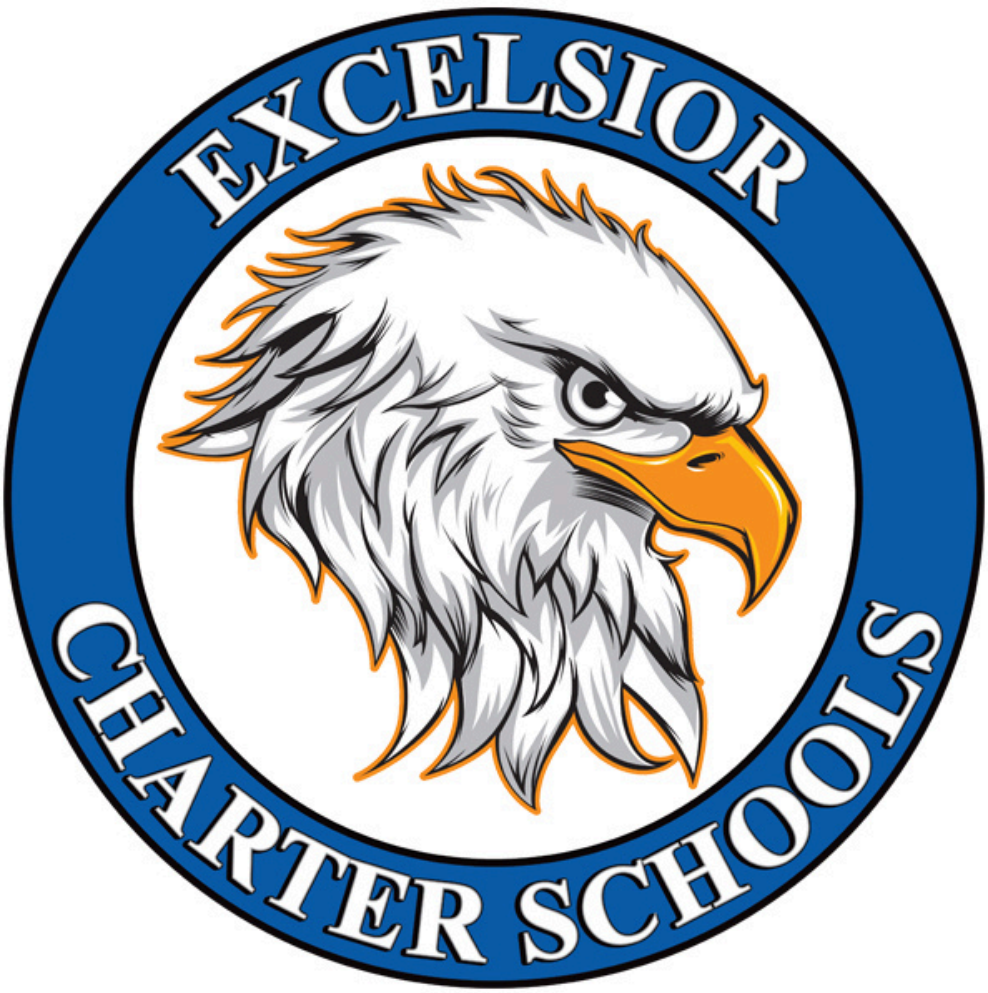
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District Course Catalog

2025-2026 District Course Catalog



"Soar to Success"

Welcome to Excelsior's District Course Catalog

This internal course catalog has been designed as a comprehensive resource to support principals and staff in building master schedules and student schedules across all campuses. It includes updated course titles, descriptions, grade-level recommendations, and key scheduling notes to ensure consistency and alignment districtwide. This tool will help ensure that all students have equitable access to graduation requirements, including Career Technical Education (CTE) pathways and A-G approved courses. Please use this catalog as a planning guide to support thoughtful course offerings, staffing decisions, and student placement for the upcoming school year.

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Junior High Graduation Requirements

Subject/Course	Years	Units
English- ELA 7 & ELA 8	2	20
Mathematics- Math 7 & Math 8	2	20
Science, including one year biological and one year physical sciences.	2	20
Social Studies Including: A one-year course in World History A one-year course in United States History	2	20
Physical Education	2	20
Electives	2	20
Total	12	120

Junior High Courses

Course Title: **JH Language Arts 7** (2070)

Length: 2 Semesters

10 English credits, JH

Prerequisite: None

Textbook/ Materials: Canvas and Novels

Assessment: Renaissance STAR, Interims, and Quarter Tests

Credential Required: English

Course Description:

This course covers the Common Core Standards for 7th grade Language Arts and will explore various life themes through literature. Skills covered will be literary response and analysis, writing strategies and applications. The course will teach these skills and concepts through various literary genres such as fiction, nonfiction, and poetry.

Course Title: **JH Language Arts 8** (2080)

Length: 2 semesters

10 English credits, JH

Prerequisite: Successful Completion of Language Arts 7

Textbook/ Materials: Canvas and Novels

Assessment: Renaissance STAR, Interims, Quarter Tests

Credential Required: English

Course Description:

This course covers the Common Core Standards for 8th grade Language Arts and is designed to develop students becoming lifelong readers and writers. Students will be participating and developing writing and reading skills in a variety of ways. Skills covered will be literary response and analysis, writing strategies

and applications, along with the fundamentals of grammar and mechanics. The course will teach these skills and concepts through various literary genres such as fiction, nonfiction, and poetry.

Couse Title: **JH Reading Development** (1085)

Length: 2 semesters

5 or 10 Elective credits, JH

Prerequisite: STAR Assessment or Teacher Recommendation

Textbook/ Materials: Canvas and Freckle ELA

Assessment: Renaissance STAR

Credential Required: English

Course Description:

This course is designed to support students in building strong reading comprehension, vocabulary, and fluency skills using the Freckle ELA program. Through differentiated, standards-aligned lessons and engaging texts tailored to each student's reading level, learners will strengthen their literacy foundations. The course emphasizes personalized growth, critical thinking, and reading confidence to support success across all subject areas.

Course Title: **JH Math 7** (3072)

Length: 2 semesters

10 Math credits, JH

Prerequisite: None

Textbook/ Material: Canvas

Assessment: Renaissance STAR, Interims, Quizzes, Chapter Tests, & Quarter Tests

Credential Required: Math

Course Description:

This course covers the Common Core Standards for 7th grade Mathematics and is designed to develop students into confident and proficient mathematical thinkers. Students will engage in a variety of mathematical practices to build their problem-solving, reasoning, and analytical skills. Topics covered

include ratios and proportional relationships, the number system, expressions and equations, geometry, and statistics and probability. The course will teach these skills and concepts through hands-on activities, real-world applications, and interactive problem-solving tasks, fostering a strong foundation for future mathematical success.

Course Title: **JH Math 8** (3082)

Length: 2 semesters 10 Math credits, JH

Prerequisite: Successful Completion of Math 7

Textbook/ Material: Canvas

Assessment: Renaissance STAR, Interims, Quizzes, Chapter Tests, & Quarter Tests

Credential Required: Math

Course Description:

This course covers the Common Core Standards for 8th grade Mathematics and is designed to develop students into critical and analytical mathematical thinkers. Students will explore a variety of mathematical concepts to build their problem-solving and reasoning skills. Topics covered include functions, linear equations, systems of equations, transformations, the Pythagorean Theorem, volume, and statistics. The course will teach these skills and concepts through real-world applications, collaborative problem-solving, and hands-on learning experiences, preparing students for high school mathematics and beyond.

Couse Title: **JH Math Development** (1928JH)

Length: 2 semesters

5 or 10 Elective credits, JH

Prerequisite: STAR Assessment or Teacher Recommendation

Textbook/ Materials: Canvas and Freckle Math

Assessment: Renaissance STAR

Credential Required: English

Course Description:

This course is designed to support students in building strong foundational skills in math using the Freckle Math program. Through differentiated, standards-aligned lessons tailored to each student's current math level, learners will strengthen their understanding of key mathematical concepts, fluency, and problem-solving strategies. The course emphasizes personalized growth, critical thinking, and math confidence to support success across all subject areas.

Course Title: **JH Life Science 7** (4070)

Length: 2 semesters

10 Physical/General Science Credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Interims, Quarter Tests

Credential Required: Biological, Chemistry, Geosciences, Physics, or Foundational-Level General Science

Course Description:

This course follows the California Next Generation Science Standards (NGSS) for 7th grade and is designed to develop students into inquisitive and analytical thinkers in the field of life science. Students will explore the diversity and complexity of living organisms, focusing on key concepts such as cellular biology, genetics, ecosystems, and the interactions between organisms and their environments. Through hands-on investigations, collaborative projects, and real-world applications, students will deepen their understanding of how living systems function, adapt, and evolve. This course emphasizes scientific inquiry and critical thinking to build a strong foundation in life science.

Course Title: **JH Physical Science 8** (4080)

Length: 2 semesters

10 Physical/General Science Credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Interims, Quarter Tests

Credential Required: Biological, Chemistry, Geosciences, Physics, or Foundational-Level General Science

Course Description:

This course follows the California Next Generation Science Standards (NGSS) for 8th grade and is designed to develop students into analytical and critical thinkers in the field of physical science. Students will investigate fundamental concepts such as the structure of matter, chemical reactions, forces and motion, energy transfer, and the principles of waves. Through hands-on experiments, interactive simulations, and real-world problem-solving, students will explore the physical properties and behaviors of matter and energy. This course emphasizes scientific inquiry and practical application to build a strong foundation in physical science, preparing students for high school science courses and beyond.

Course Title: **JH World History 7** (5071)

Length: 2 semesters

10 History Credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Quizzes, Chapter Tests, Quarter Tests

Credential Required: Social Science

Course Description:

This course provides an exploration of world history from the fall of the Roman Empire through the Age of Exploration. Students will examine the social, cultural, political, and economic developments that shaped societies across Europe, Africa, Asia, and the Americas. Topics include the rise and fall of empires, the development of major world religions, the Middle Ages, the Renaissance, and the cultural exchanges that occurred through trade and exploration. Through engaging projects, critical analysis, and class discussions, students will develop historical thinking skills and gain a deeper understanding of how past events influence the modern world.

Course Title: **JH U.S. History 8** (5080)

Length: 2 semesters

10 History Credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Quizzes, Chapter Tests, Quarter Tests

Credential Required: Social Science

Course Description:

This course covers the major events, ideas, and movements that shaped the development of the United States from its earliest beginnings through the dawn of the 20th century. Students will explore the history of the First Americans, the European explorations of North America, and the founding and development of the Thirteen Colonies. The course will examine the causes and effects of the American Revolution, the creation and significance of the U.S. Constitution, the nation's expansion westward, the Civil War and Reconstruction. Through critical thinking, class discussions, and hands-on projects, students will gain a comprehensive understanding of how historical events have shaped modern America.

Course Title: **JH Physical Education** (6070)

Length: 2 semesters

10 Physical Education Credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Physical Education

Course Description:

This course engages students in the principles of health-related fitness, movement skills, and personal responsibility through a fully online platform. Aligned with the California Physical Education Standards, students will explore topics such as cardiovascular endurance, muscular strength, flexibility, and coordination. Students will also learn how to set personal fitness goals, track progress, and reflect on the impact of physical activity on overall wellness—all from home or a self-selected space. Active participation, consistent logging, and demonstration of effort are key components of success in this course.

Course Title: **JH Physical Education** (6070P)

Length: 2 semesters

10 Physical Education Credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Physical Education

Course Description:

This course engages students in the principles of physical fitness, movement skills, and personal responsibility through a fully online platform. Aligned with the California Physical Education Standards, students will explore topics such as cardiovascular endurance, muscular strength, flexibility, and coordination. Students will also learn how to set personal fitness goals, track progress, and reflect on the benefits of physical activity—all from home or a self-selected space. Active participation, consistent logging, and demonstration of effort are key components of success in this course.

Course Title: **JH Team Sports** (6023)

Length: 2 semesters

10 Physical Education Credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Physical Education

Course Description:

This course provides physical education credit to students actively participating in an Excelsior-sponsored athletic team. Through structured practices, competitive gameplay, and team conditioning, students develop sport-specific skills, improve physical fitness, and demonstrate knowledge of teamwork, strategy, and sportsmanship. Aligned with California Physical Education Standards, the course emphasizes personal responsibility, goal setting, and the development of lifelong fitness habits. Students must meet participation requirements, attend scheduled practices and games, and complete periodic reflections and progress check-ins through the online platform.

Junior High Elective Courses

Course Title: **JH Art** (7805)

Length: 2 Semesters

10 Elective credits, JH Only

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Other

Credential Required: Art

Course Description:

This course introduces students to the fundamentals of visual art, encouraging creativity, self-expression, and an appreciation for the artistic process. Students will explore a variety of art techniques and media, including drawing, painting, sculpture, and mixed media, while learning about the elements and principles of design. Through hands-on projects and exposure to different art styles and cultural influences, students will develop foundational skills and gain confidence in their artistic abilities. The course is designed to inspire a love for art, foster imagination, and support personal growth through creative expression.

Course Title: **JH Leadership** (5460)

Length: 2 semesters

10 Elective credits, JH ONLY

Prerequisite: None

Textbook/Material: Canvas

Credential Required: C.T.E or Business

Course Description:

This class focuses on building positive leadership skills, and often serves as a bridge to the High School ASB class. We utilize texts and various tools to develop student leadership skills and positive life-long

habits. Along with leadership curriculum, students will participate in group or individual activities, which require speaking in front of the class, team building exercises, and community service projects.

Course Title: **JH Handwriting** (2061)

Length: 1 semester

5 Elective credits, JH Only

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Any Single Subject

Course Description:

This course introduces students to the fundamentals of handwriting, focusing on proper letter formation, spacing, and legibility. Students will practice both printing and cursive writing to build fluency, neatness, and confidence in their written communication. The course supports fine motor development and reinforces the importance of clear, effective handwriting for academic success.

Course Title: JH **Computers** (7241)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: C.T.E

Course Description:

Computers 1 is a year-long introductory course that builds foundational skills in technology and media literacy. Students will learn keyboarding, computer basics, Microsoft Office applications, and an introduction to coding. The course also emphasizes online safety, digital citizenship, and understanding the impact of digital footprints. Creative projects in graphic design and animation provide hands-on opportunities to explore the digital world. This course prepares students to navigate technology with confidence and responsibility.

Course Title: **JH Keyboarding** (27070)

Length: 1 semester

5 Elective credits, JH Only

Prerequisite: None

Textbook/ Materials: Canvas, Online Program

Credential Required: Business

Course Description:

This course introduces students to proper finger placement and typing techniques using a standard keyboard. Students will build speed and accuracy through guided practice while developing essential keyboarding skills for academic, personal, and workplace success.

Course Title: **JH Coding** (7355)

Length: 1 semester

5 Elective credits, JH Only

Prerequisite: None

Textbook/ Materials: Canvas & Online Program

Credential Required:

Course Description:

This course introduces junior high students to the fundamentals of computer programming through fun and engaging coding activities. Students will learn basic coding concepts such as sequences, loops, conditionals, and variables using beginner-friendly platforms. Through hands-on projects, they'll create interactive stories, games, and animations while developing problem-solving and logical thinking skills. No prior coding experience is required—just curiosity and creativity!

Course Title: **JH Exploration** (1235)

Length: 2 semesters

10 Elective credits, JH Only

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE or IT

Course Description:

This course is designed to introduce junior high students to a variety of subjects, skills, and interests through hands-on projects and interactive lessons. Students will explore topics such as technology, arts, career pathways, and personal development, helping them discover their strengths and passions. The Exploration course encourages creativity, curiosity, and critical thinking while preparing students for future academic and career opportunities.

Course Title: **JH Yearbook** (1692JH)

Length: 2 semesters

10 Elective credits, JH Only

Prerequisite: Application.

Textbook/ Materials: Online Program, Canvas

Credential Required: English

Course Description:

This course introduces junior high students to the basics of digital design, photography, and publication as they work together to create the school's yearbook. Students will learn fundamental skills in page layout, photo composition, caption writing, and visual storytelling. Throughout the course, students will also explore elements of marketing, teamwork, and customer service by helping to promote and organize yearbook sales and events. Emphasis is placed on creativity, responsibility, and collaboration as students capture the highlights and memories of the school year. This course provides a fun and engaging opportunity to develop real-world skills in media and communication.

Course Title: **JH Beginning Band** (9406JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required:

Course Description: Music or CTE

This class is for any student, junior high or high school, who has never played an instrument. Students will learn to play an instrument and read music in this class. Students must start with a beginning band if they are unable to read music. A student may be eligible to perform in a more advanced ensemble if they can read music.

Course Title: **JH Concert Band (**9410JH)

Length: 2 semesters

10 Elective credits,

Prerequisite: Completion of Excelsior Beginning Band

Textbook/ Materials: Canvas

Credential Required:

Course Description: Music or CTE

This is a performance band. Students will learn basic music theory and will be expected to practice on their instruments at home. Students will perform at area festivals and amusement parks.

Course Title: **JH Beginning Jazz Dance** (9876JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: None

Textbook/Material: Canvas

Credential Required:

Course Description: CTE

Students will learn a form of dance that showcases the dancer's individual style and originality. This is an energetic and fun style of dance, consisting of unique moves, big leaps, and quick turns.

Course Title: **JH Intermediate Jazz Dance** (9877JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: Audition Required.

Textbook/Material: Canvas

Credential Required: CTE

Course Description:

This 2-period 4-day course allows dancers to improve their skill through technical instruction. The requisite skills necessary to enroll include the ability to land a controlled double pirouette on both sides, execute Grande Jete's, and Battement's correctly. Additionally, dancers must have knowledge of dance terminology and vocabulary.

Course Title: **JH Advanced Jazz Dance** (9878JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: Audition Required.

Textbook/Material: Canvas

Credential Required: CTE

Course Description:

This 2-period, 4-day course is designed for experienced dancers looking to refine their technique and elevate their performance. Students will engage in rigorous technical instruction and advanced choreography that challenges their strength, flexibility, and artistry. Prerequisite skills include mastery of double pirouettes on both sides, proper execution of Grande Jetés and Battements, and a strong

command of dance terminology and vocabulary. Dancers should be prepared to explore complex

Course Title: **JH Choir 1 - Concert Choir** (9623JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: None

Textbook/Material: Canvas

Credential Required: Music or CTE

Course Description:

This is a mixed-voice choir open to students of all levels of ability and experience. All students entering the vocal music department are expected to enroll in this ensemble before auditioning for the more advanced performance groups. This choir will focus on music fundamentals, vocal technique, two and three-part singing, soloing, performance, and ear training. Performance demands for this group, although minimal, are good preparation for the more advanced Excelsior ensembles. The musical repertoire will include multi-language, concert and pop selections.

Course Title: **JH Choir 2 - Intermediate Choir** (9624JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: Successful completion of Choir 1

Textbook/Material: Canvas

Credential Required: Music or CTE

Course Description:

Intermediate show choir is a high energy, production choir consisting of auditioned students. Students in this ensemble should meet the following requirements: knowledge of basic musicianship, good vocal tone, good sense of pitch and potential for soloing. The musical repertoire will include multi-language, concert, and pop selections. Performances will occur throughout the year.

Course Title: JH **Media Arts** (7798)

Length: 2 semesters

10 Elective credits

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE

Course Description: This hands-on, project-based course introduces students to the fundamentals of film and digital media production. Over four quarters, students explore acting for camera, filmmaking techniques, editing, and graphic design. Through collaborative projects, they learn the full production pipeline—from performance and cinematography to sound, editing, and promotional design. Emphasis is placed on creative storytelling, technical skills, and industry-standard workflows. Ideal for students interested in film, digital media, or visual storytelling careers.

Course Title: **JH Broadcasting** (7089JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Art or CTE

Course Description:

This engaging, hands-on course introduces junior high students to the basics of video production, school broadcasting, and news storytelling. Students will work on fun, beginner-friendly media projects that highlight school events and student life. They will explore foundational skills like camera use, simple video editing, scriptwriting, and basic production planning. The course also introduces students to teamwork roles such as on-air talent, camera operator, and director in a collaborative, creative setting. This class builds communication skills and sparks interest in media arts for future learning.

Course Title: **JH Introduction to Fashion** (2119)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE or Home Economics

Course Description:

This course offers students an exciting introduction to the world of fashion, exploring design principles, clothing construction, fashion history, and personal style. Students will learn about fabric types, color theory, and current trends while engaging in creative projects and virtual design activities. Whether interested in fashion as a hobby or a future career, students will gain foundational knowledge and express their creativity in a supportive, hands-on environment. No prior experience is necessary—just a passion for style and self-expression!

Course Title: **JH Robotics I** (7909JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE, IT

Course Description:

This hands-on introductory course immerses students in the world of robotics using the VEX V5 platform. Students will explore the fundamentals of engineering, programming, and design through collaborative, project-based learning. Topics include mechanical systems, sensors, coding with VEXcode, and the engineering design process. Students will build and program robots to complete challenges and prepare for potential participation in VEX Robotics competitions. No prior experience is required—just curiosity and creativity!

Course Title: **Video Game Design** (7277JH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required:

Course Description: This creative, hands-on elective introduces students to the fundamentals of video game design and storytelling. Through guided projects, students will learn how to design original characters, develop engaging storylines, and build the foundations of game mechanics using accessible digital tools. Emphasis is placed on creativity, collaboration, and critical thinking as students bring their ideas to life through concept art, character sheets, and gameplay prototypes. No prior experience is required—just imagination and a passion for games!

High School Graduation Requirements

Subject/Course	Years	Units
English	4	40
Mathematics, including Algebra I. Algebra I may be taken as a combination of two courses that meet the state content standards for algebra. Passing Algebra I is required for graduation.	3	30
Science, including one year biological and one year physical sciences.	2	20
Social Studies Including: A one-year course in World History A one-year course in United States History A one-year course consisting of one semester in American Government; and one semester in Economics A one-semester course of American Studies	3.5	35
Visual or Performing Arts, Second Language, American Sign Language, or Interior Design	1	10
Physical Education	2	20
Elective Credits Including: One semester of Personal Finance	6.5	65
Total	22	220

Additionally, to graduate from High School a student must also complete at least one of the following:

- Complete the UC/CSU A-G requirements with a grade of C or better in all courses
- Complete a CTE Pathway of at least four semesters in the same pathway with a grade of C or better
- Complete at least two Dual Enrollment courses with a grade of C or better (does not include Physical Education or remedial courses)
- Complete an industry recognized certification

EXCELSIOR CHARTER SCHOOLS

SOAR TO SUCCESS

A–G REQUIREMENTS

High School Subject Requirements

A. History / Social Science: 2 years
B. English: 4 years
C. Mathematics: 3 years
D. Science: 2 years
E. Language Other than English
2 years of the same language other than English
F. Visual and Performing Arts:
1 yearlong course in a single area
G. College-Preparatory Elective: 1 year

WHY COMPLETE THE A-G COURSES?

- They are required for admission to California State University (CSU) and UC schools
- They help students develop core knowledge and skills for college

High School Courses

"A" Requirement Courses of A-G

Course Title: **World History** (5101)

Length: 2 semesters

10 World History Credits, HS, Meets 1 Year of A requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Quizzes, Chapter Tests, Quarter Tests

Credential Required: Social Science

Course Description:

This course provides a comprehensive overview of global history, with a focus on the development and impact of democratic ideas from ancient Greece to the modern era. Students will explore major civilizations, revolutions, and historical events that have shaped political, social, and economic systems around the world. Key topics include the rise of democratic ideals, the Enlightenment, the causes and consequences of the two World Wars, and the global movements that followed. Throughout the course, students will analyze the historical roots of contemporary world issues, examine the interactions among cultures, and consider the evolution of global conflict and cooperation. Emphasis is placed on critical thinking and drawing connections between the past and present to better understand today's world.

Course Title: **U.S. History** (5111)

Length: 2 semesters

10 U.S. History Credits, HS, Meets 1 Year of A requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Quizzes, Chapter Tests, Quarter Tests

Credential Required: Social Science

Course Description:

This course offers an in-depth study of the major events, movements, and ideas that have shaped the history of the United States, with a focus on national identity, America's role in world affairs, economic opportunity, the impact of science and technology, the evolving role of women in politics, immigration and migration, states' rights, voting rights, and civil rights. Students will explore how these themes have influenced the development of the nation from its founding through the modern era. Through critical analysis of historical documents, class discussions, and research-based projects, students will develop a deeper understanding of the American experience and its ongoing relevance to contemporary issues. The course emphasizes historical thinking, civic awareness, and connecting the past to present-day challenges and opportunities

Course Title: **Economics** (5122)

Length: 1 semester

5 Economics Credits, HS, Meets ½ a Year of A requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Quizzes, Chapter Tests, Quarter Tests

Credential Required: Social Science

Course Description:

This one-semester course provides students with a foundational understanding of economic principles and how they influence personal, national, and global decision-making. Students will explore key concepts such as supply and demand, opportunity cost, market structures, the role of government in the economy, and the impact of global trade. Emphasis is placed on the study of how individuals, businesses, and governments make choices about allocating limited resources. Through real-world examples, current events, and interactive activities, students will learn to evaluate economic decisions, interpret data, and apply economic reasoning to everyday situations. This course is designed to empower students to make informed financial and civic choices while gaining a deeper understanding of how the economy affects their lives and the world around them.

Course Title: **Government** (5123)

Length: 1 semester

5 Government Credits, HS, Meets ½ a Year of A requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Quizzes, Chapter Tests, Quarter Tests

Credential Required:

Course Description: Social Science

This one-semester course provides students with a foundational understanding of the structure, principles, and functions of the United States government. Students will explore the Constitution, the Bill of Rights, and the roles and responsibilities of the three branches of government, as well as the importance of federalism, checks and balances, and the rule of law. The course emphasizes the significance of active citizenship in a democratic society and equips students with the knowledge and skills needed to participate responsibly in civic life. Through case studies, current events, and real-world examples, students will examine how government decisions impact individuals and communities, and how citizens can influence public policy.

Course Title: **American Studies** (5125)

Length: 1 semester

5 Ethnic Studies Credits, HS, Meets ½ a Year of A requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Quizzes, Chapter Tests, Quarter Tests

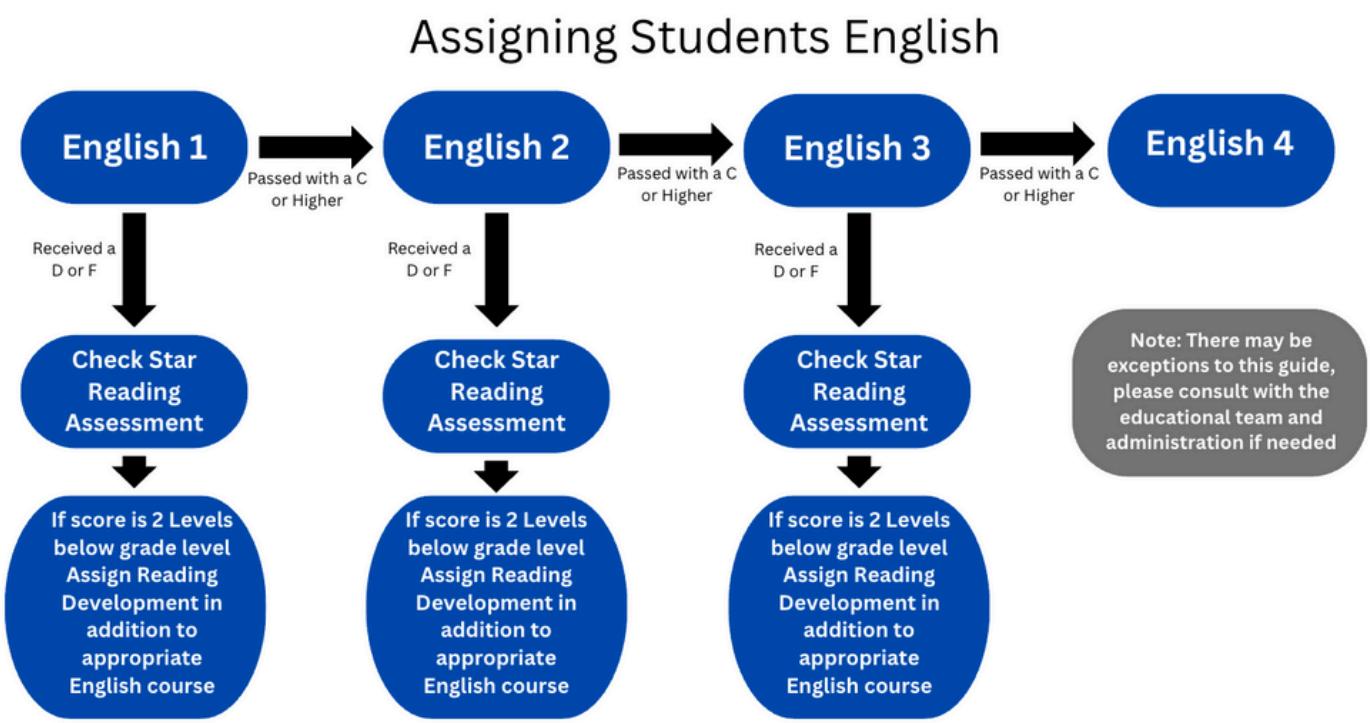
Credential Required: Social Science

Course Description:

This one-semester course follows the California History–Social Science Framework and introduces students to the rich and diverse experiences of racial and ethnic groups in the United States. American Studies invites students to explore the histories, cultures, contributions, and perspectives of African American, Native American, Latinx, Asian American, Pacific Islander, and other historically marginalized communities. More than a traditional history course, American Studies centers voices that have often been excluded from mainstream narratives. Students will engage with primary sources,

personal narratives, current events, and community-based knowledge to examine issues of identity, systemic inequality, social justice, and civic engagement. The course encourages critical thinking, empathy, and action, empowering students to see themselves as active participants in shaping a more just and inclusive society.

“B” Requirement Courses of A-G



Course Title: **English I** (2091)

Length: 2 semesters

10 English credits, HS, Meets 1 year of B requirement for A-G completion

Prerequisite: None

Textbook/ Materials: Canvas and Novels

Assessment: Renaissance STAR, Interims, Module Tests, Quarter Tests, and Writing Assignments

Credential Required: English

Course Description:

This course follows the California Common Core ELA Standards for 9th grade and is designed to develop students into proficient readers, writers, and critical thinkers. Students will engage in comprehensive literacy practices, including reading, writing, speaking, and listening. Throughout the year, students will read and analyze four novels from a variety of genres, exploring themes, character development, and literary techniques. Writing assignments will include narrative, argumentative, informative, and analytical essays, with an emphasis on crafting clear, well-supported arguments and thoughtful literary analysis. Through class discussions, collaborative projects, and creative writing tasks

(such a creating a script for a podcast), students will enhance their ability to think critically and communicate effectively.

Course Title: **English II** (2101)

Length: 2 semesters

10 English credits, HS, Meets 1 year of B requirement for A-G completion

Prerequisite: Successful completion of English I

Textbook/ Materials: Canvas and Novels

Assessment: Renaissance STAR, Interims, Module Tests, Quarter Tests, and Writing Assignments

Credential Required: English

Course Description:

This course follows the California Common Core ELA Standards for 10th grade and is designed to develop students into analytical readers, proficient writers, and effective communicators. Students will read and study four novels from diverse genres, focusing on literary analysis, thematic exploration, and critical interpretation. Writing assignments will include narrative, expository, argumentative, and analytical essays, with an emphasis on refining writing techniques, developing strong thesis statements, and using textual evidence to support claims. Through class discussions, group projects, and multimedia presentations, students will strengthen their skills in interpreting literature and expressing complex ideas clearly and thoughtfully.

Course Title: **English III** (2112)

Length: 2 semesters

10 English credits, HS, Meets 1 year of B requirement for A-G completion

Prerequisite: Successful completion of English I & II

Textbook/ Materials: Canvas and Novels

Assessment: Renaissance STAR, Interims, Module Tests, Quarter Tests, and Writing Assignments

Credential Required: English

Course Description:

This course follows the California Common Core ELA Standards for 11th grade and is designed to advance students' skills in critical reading, analytical writing, and thoughtful communication. Students will read and study four novels representing diverse voices and perspectives, focusing on themes related to American literature and culture. Writing assignments will include literary analysis, persuasive essays, research, and reflective writing, emphasizing the development of strong arguments, synthesis of multiple texts, and effective use of rhetorical strategies. Through class discussions, essays, and multimedia projects, students will deepen their understanding of complex texts while enhancing their ability to express ideas with clarity and precision.

Couse Title: **English IV** (2121)

Length: 2 semesters

10 English credits, HS, Meets 1 year of B requirement for A-G completion

Prerequisite: Successful completion of English I, II, and III

Textbook/ Materials: Canvas and Novels

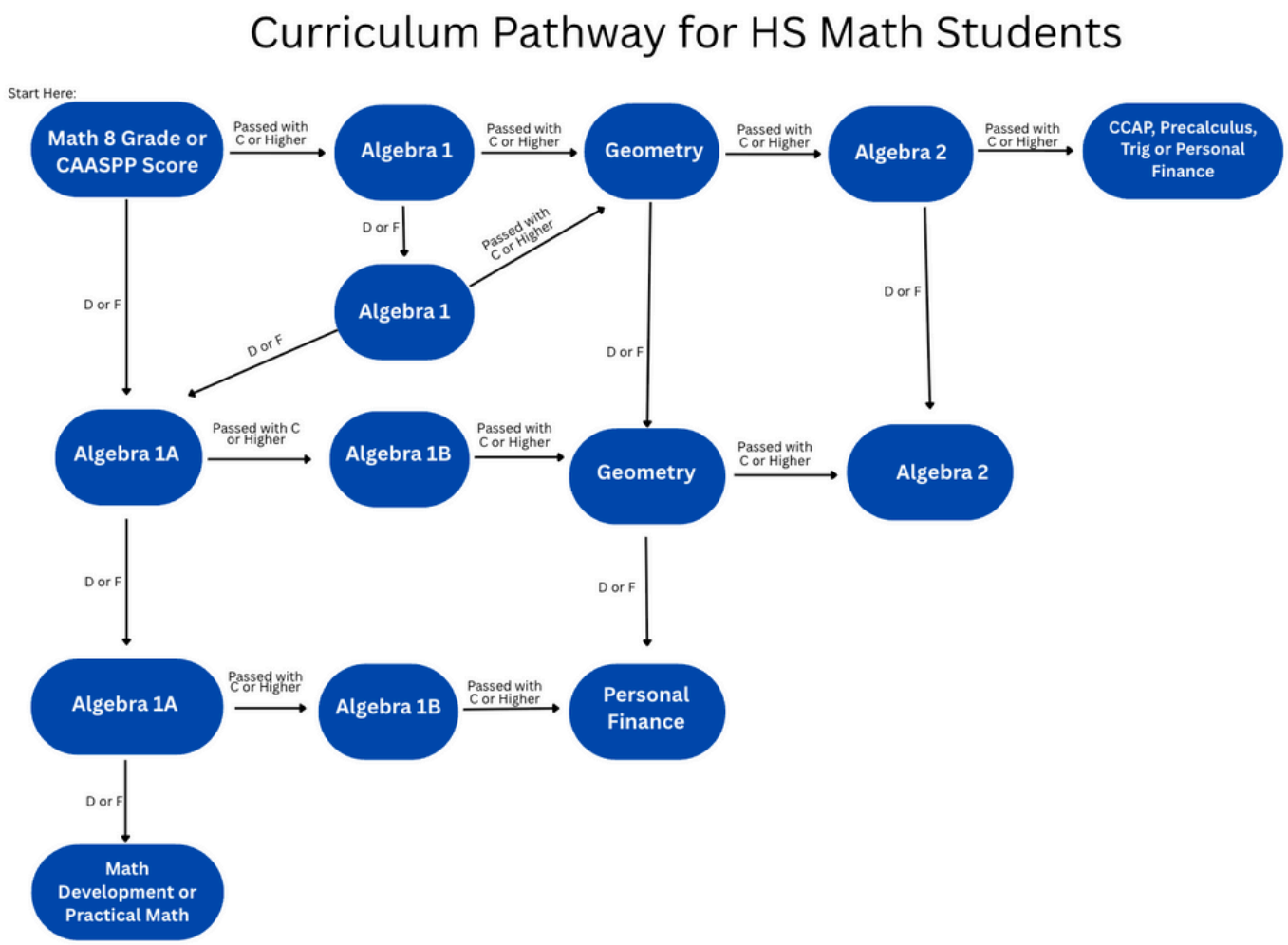
Assessment: Renaissance STAR, Interims, Module Tests, Quarter Tests, and Writing Assignments

Credential Required: English

Course Description:

This course follows the California Common Core ELA Standards for 12th grade and is designed to prepare students for college-level reading, writing, and critical analysis. Students will read and study four novels that explore themes of identity, society, and the human experience, engaging in thoughtful literary analysis and discussion. Writing assignments will include argumentative essays, research projects, literary critiques, and reflective writing, with a focus on developing sophisticated arguments, conducting independent research, and integrating diverse sources. Through class discussions, presentations, and collaborative projects, students will refine their communication skills and build confidence in their ability to analyze complex texts and articulate nuanced perspectives.

“C” Requirement Courses of A-G



Course Title: **Algebra 1** (3101)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of C requirement for A-G completion

Prerequisite: None

Textbook/ Material: Canvas

Assessment: Renaissance STAR, Interims, Quizzes, Chapter Tests, Quarter Tests

Credential Required: Math or Foundational-Level Math

Course Description:

This course follows the California Common Core State Standards for Mathematics and is designed to build a strong foundation in algebraic concepts and problem-solving skills. Students will explore key

topics including algebraic expressions, solving and graphing linear equations and inequalities, operations with polynomials, and factoring techniques. Additional areas of study include rational expressions, systems of equations, radical expressions and equations, and solving quadratic equations using multiple methods such as factoring, completing the square, and the quadratic formula. Through real-world applications, collaborative learning, and critical thinking tasks, students will develop the mathematical reasoning skills necessary for success in higher-level math courses.

Course Title: **Algebra 2** (3111)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of C requirement for A-G completion

Prerequisite: Successful Completion of Algebra 1

Textbook/ Material: Canvas

Assessment: Renaissance STAR, Interims, Quizzes, Chapter Tests, Quarter Tests

Credential Required: Math or Foundational-Level Math

Course Description:

This course follows the California Common Core State Standards for Mathematics and is designed to deepen students' understanding of algebraic concepts while preparing them for advanced math courses. The course begins with a review of foundational Algebra I topics, including the real number system, solving linear equations and inequalities, and graphing linear functions. Students will then explore more advanced topics such as complex numbers, quadratic functions, systems of equations, polynomials, rational expressions, and operations with exponents and radicals. Additional focus will be placed on graphing and analyzing functions and relations, including exponential and logarithmic functions. The course also introduces concepts in probability and statistics. Emphasis is placed on problem-solving, mathematical reasoning, and real-world application to build a strong foundation for future success in mathematics.

Course Title: **Geometry** (3904)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of C requirement for A-G completion

Prerequisite: Successful Completion of Algebra 1

Textbook/ Material: Canvas

Assessment: Renaissance STAR, Interims, Quizzes, Chapter Tests, Quarter Tests

Credential Required: Math or Foundational-Level Math

Course Description:

This course follows the California Common Core State Standards for Mathematics and is designed to develop students' understanding of the properties and relationships of two- and three-dimensional geometric figures. Students will explore key concepts through both deductive and inductive reasoning, using investigative strategies to draw logical conclusions. Topics include the study of points, lines, angles, and planes; properties of polygons with an emphasis on triangles, quadrilaterals, and right triangles; circles; and three-dimensional figures such as polyhedra and other solids. Students will also develop a strong foundation in geometric proofs, coordinate geometry, congruence, similarity, and the application of the Pythagorean Theorem. The course emphasizes logical reasoning, problem-solving, and real-world applications to build critical thinking and spatial reasoning skills.

Course Title: **Pre-Calculus** (3120)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of C requirement for A-G completion

Prerequisite: Successful Completion of Algebra 2 and Geometry

Textbook/ Material: Canvas (Pearson Education Pre-Calculus Textbook & Solutions Manual)

Assessment: Renaissance STAR, Interims, Quizzes, Quarter Tests

Credential Required: Math

Course Description:

This course follows the California Common Core State Standards for Mathematics and is designed to prepare students for college-level mathematics by integrating advanced algebra, trigonometry, and analytic geometry. Students will engage in an in-depth study of elementary functions—including polynomial, rational, exponential, logarithmic, and trigonometric functions—with an emphasis on graphing, transformations, and curve-sketching. The course also explores topics in discrete mathematics, such as normal probability distributions, non-linear regression, and hypothesis testing. Additional concepts include vectors, parametric equations, and mathematical proof techniques, including mathematical induction. Students will utilize graphing calculators to model real-world problems, analyze data, and deepen their conceptual understanding of mathematical relationships. Pre-Calculus provides

the critical thinking and problem-solving foundation necessary for success in Calculus and other higher-level math courses.

Course Title: **Trigonometry** (3123)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of C requirement for A-G completion

Prerequisite: Successful Completion of Algebra 2 and Geometry

Textbook/ Material: Canvas (Pearson Education Trigonometry Textbook & Solutions Manual)

Assessment: Renaissance STAR, Interims, Quizzes, Quarter Tests

Credential Required: Math

Course Description:

This course follows the California Common Core State Standards for Mathematics and provides an in-depth exploration of trigonometric concepts and their real-world applications. Students will study trigonometric functions and equations, right and oblique triangle solutions, and the unit circle. The course covers the verification of trigonometric identities, inverse trigonometric functions, and formulas involving half and multiple angles. Additional topics include vectors and their applications, parametric equations, polar coordinates, polar equations, and the trigonometric form of complex numbers, including De Moivre's Theorem. Through analytical problem-solving, graphing, and modeling, students will develop a deep understanding of the relationships between angles and measurements, preparing them for higher-level math and science courses.

Course Title: **Personal Finance** (7339)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of C requirement for A-G completion

Prerequisite: Successful Completion of Algebra 1 Encouraged

Textbook/ Material: Canvas

Assessment: Renaissance STAR, Interims, Quizzes, Quarter Tests

Credential Required: Math or Foundational-Level Math

Course Description:

This year-long course empowers high school students with the knowledge and skills needed to make informed financial decisions. Using the Next Gen Personal Finance (NGPF) curriculum, students will explore key topics such as budgeting, saving, banking, credit, investing, taxes, insurance, and paying for college. Through real-world simulations, interactive lessons, and project-based learning, students will build financial literacy and confidence to navigate their future with responsibility and independence.

Course Title: **Algebra 1A** (3102A)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of C requirement with the successful completion of Algebra 1B for A-G completion

Prerequisite: Math Assessment/Instructor Recommendation

Textbook/ Material: Canvas

Assessment: Renaissance STAR, Interims, Quizzes, Chapter Tests, Quarter Tests

Credential Required: Math or Foundational-Level Math

Course Description:

This course follows the California Common Core State Standards for Mathematics and serves as the first half of a two-part Algebra I sequence. Algebra 1A is designed to build a strong foundation in essential algebraic concepts, allowing students to develop skills at a measured pace. Topics covered include the real number system, operations with algebraic expressions, solving and graphing linear equations and inequalities, and an introduction to functions and their representations. Emphasis is placed on mathematical reasoning, problem-solving strategies, and real-world applications. This course prepares students for Algebra 1B, where they will complete the remaining concepts of the full Algebra I curriculum.

Course Title: **Algebra 1B** (3102B)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of C requirement with the successful completion of Algebra 1A for A-G completion

Prerequisite: Math Assessment/Instructor Recommendation

Textbook/ Material: Canvas

Assessment: Renaissance STAR, Interims, Quizzes, Chapter Tests, Quarter Tests

Credential Required: Math or Foundational-Level Math

Course Description:

This course follows the California Common Core State Standards for Mathematics and serves as the second half of a two-part Algebra I sequence. Building on the foundational concepts learned in Algebra 1A, this course focuses on more advanced algebraic topics. Students will explore systems of equations, polynomial operations, factoring techniques, rational expressions, radicals, and quadratic equations. Emphasis is placed on solving real-world problems, developing critical thinking skills, and using multiple strategies to analyze and solve equations. Upon successful completion of Algebra 1B, students will have completed the full Algebra I curriculum and be prepared for Geometry or the next level of high school mathematics.

“D” Requirement Courses of A-G

Course Title: **Biology** (4226)

Length: 2 semesters

10 Life Science credits, HS, Meets 1 year of D requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Chapter Tests, Quarter Tests , Lab requirements

Credential Required: Biological Sciences

Course Description:

This course follows the California Next Generation Science Standards (NGSS) and provides a comprehensive study of the core principles of life science. Students will explore the structure and function of living organisms, with a focus on cellular biology, including processes such as respiration and photosynthesis. The course continues with an in-depth examination of molecular and Mendelian genetics, population genetics, and the mechanisms of evolution. Students will also investigate ecological relationships, biodiversity, and the physiological systems of various organisms. Through hands-on learning, students will complete NGSS-aligned biology labs that promote technical lab skills, scientific inquiry, and evidence-based reasoning. Each lab experience will include detailed lab reports to reinforce data analysis and communication of scientific findings. To further support mastery of scientific practices, students will complete a capstone science project during the second semester. This course is designed to build a strong foundation in biology while encouraging critical thinking and real-world application of scientific concepts.

Course Title: **Environmental Science** (4093)

Length: 2 semesters

10 Physical/General Science Credits, HS, Meets 1 year of D requirement of A-G completion

Prerequisite: Biology Recommended

Textbook/ Materials: Canvas

Assessment: Chapter Tests, Quarter Tests , Lab requirements

Credential Required: Biology, Chemistry, Geosciences, Physics, Foundational-Level Science

Course Description:

This course follows the California Next Generation Science Standards (NGSS) and explores environmental science through the lens of earth science, providing students with a comprehensive understanding of the interconnected systems that shape our planet. Students will examine key topics such as ecology, water and air quality, the structure and dynamics of the atmosphere, climate change, land use, mineral and energy resources, and human impact on the environment. Emphasis is placed on analyzing real-world environmental challenges, evaluating scientific data, and exploring sustainable solutions. Students will engage in hands-on investigations, labs, and projects that promote critical thinking and problem-solving using the NGSS science and engineering practices. This course encourages students to understand their role in the global ecosystem and empowers them to make informed decisions that support a healthier planet and sustainable future.

Course Title: **Conceptual Physics** (4108)

Length: 2 semesters

10 Physical/General Science credits, HS, Meets 1 year of D requirement of A-G completion

Prerequisite: Successful completion of Algebra 1

Textbook/ Materials: Canvas

Assessment: Quizzes, Chapter Tests, Quarter Tests, Lab requirement

Credential Required: Physics

Course Description:

This course covers the Next Generation Science Standards and explores the natural laws of the physical world including laws of motion, energy, and gravity, as well as the properties of matter, heat, sound, light, electricity and magnetism. Emphasis is placed on developing an intuitive understanding of physics principles as well as problem solving with the use of mathematics. All students will need to complete 6 physics laboratory activities each semester. These activities are designed to acquaint students with sound experiment design, develop technical lab competence, and reinforce concepts introduced in the lessons. Students will complete a science project at the end of the second semester.

Course Title: **Chemistry** (4117)

Length: 2 semesters

10 Physical/General Science credits, HS, Meets 1 year of D requirement of A-G completion

Textbook/ Materials: Canvas

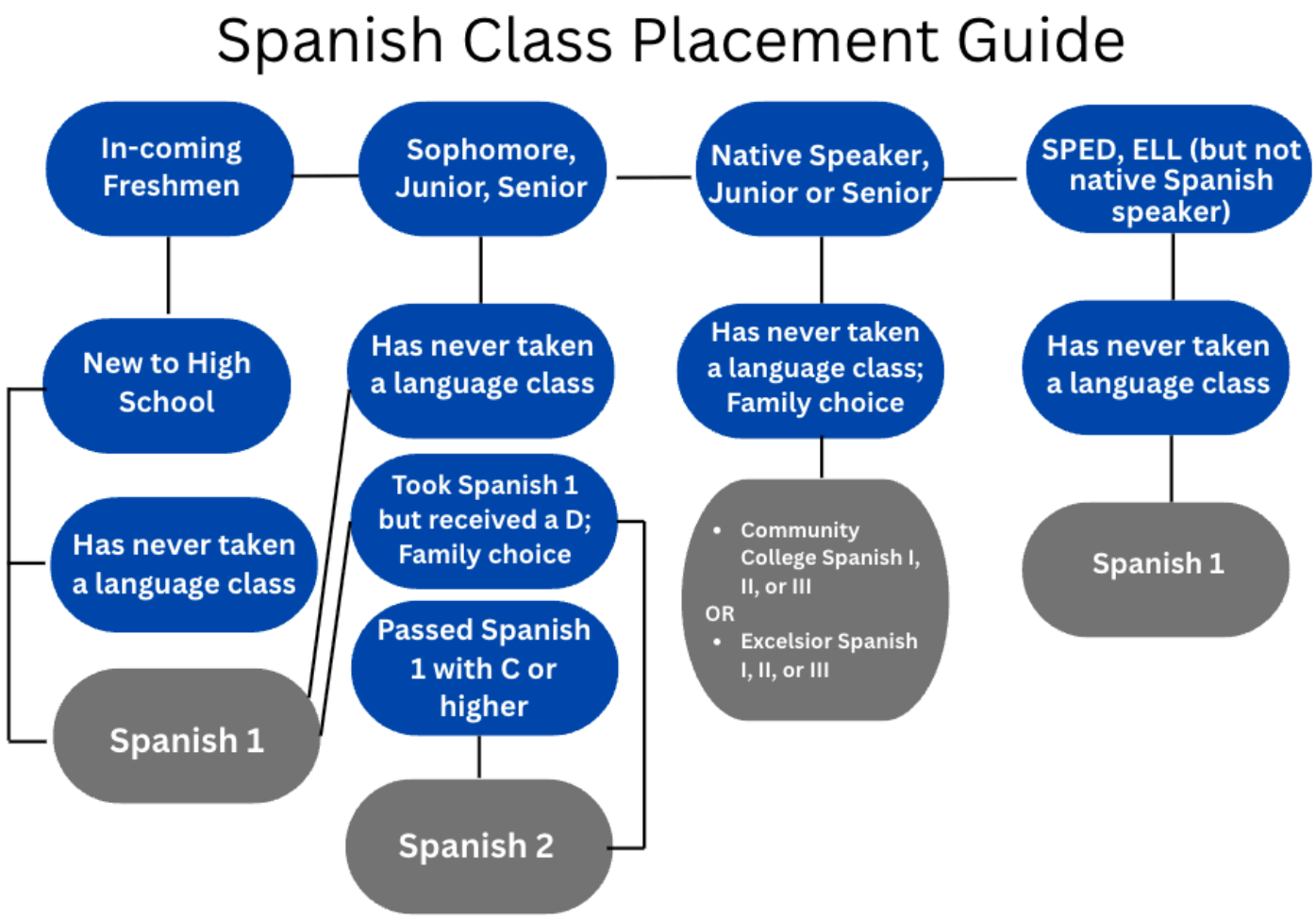
Assessment: Quizzes, Chapter Tests, Quarter Tests, Lab requirement

Credential Required: Chemistry

Course Description:

This course covers the Common Core Standards and concepts and theories relating to the scientific field of Chemistry. Topics will include the periodic table, atomic and molecular structure, chemical bonds, conservation of matter, gases, kinetic theory, acids and bases, solutions, reactions, organic chemistry, and nuclear processes. Students will complete 12 Chemistry labs relevant to the topics studied and complete lab reports. The labs are designed to promote technical lab competence, utilize the scientific process of research and reporting, and teach and reinforce scientific concepts. Students will complete a science project at the end of the second semester.

“E” Requirement Courses of A-G



Course Title: **Spanish 1** (3001)

Length: 2 semesters

10 Fine Art Credits, HS, Meets 1 Year of E requirement of A-G completion

Prerequisite: None

Textbook/ Material: Canvas

Assessment: Speaking, listening, Writing, Quizzes, Quarter Tests

Course Description:

This introductory course is designed to immerse students in the Spanish language and the diverse cultures of Spanish-speaking communities. Students will develop foundational skills in listening, speaking, reading, and writing through engaging activities that focus on real-life communication. Key areas of study include basic pronunciation, vocabulary, sentence structure, and grammar. Emphasis is placed on

building oral and listening proficiency, enabling students to understand and express themselves in everyday situations. In addition to language development, students will explore Hispanic traditions, customs, and cultural practices, fostering a deeper appreciation for the global Spanish-speaking world. Spanish I prepares students for continued language learning in Spanish II and beyond.

Course Title: **Spanish 2** (3002)

Length: 2 semesters

10 Fine Art Credits, HS, Meets 1 Year of E requirement of A-G completion when Spanish 1 is successfully completed

Prerequisite: Successful completion of Spanish 1

Textbook/ Material: Canvas

Assessment: Speaking, listening, Writing, Quizzes, Quarter Tests

Credential Required: Spanish

Course Description:

This course builds upon the foundational skills developed in Spanish I and provides a comprehensive review and expansion of basic Spanish grammar and vocabulary. Students will strengthen their listening, speaking, reading, and writing skills through a variety of interactive activities and culturally relevant materials. Emphasis is placed on improving conversational fluency, composition, and comprehension, while deepening cultural understanding of Spanish-speaking countries. Through guided practice, dialogues, storytelling, and readings of literary and social interest, students will engage with the language in meaningful ways. Spanish II prepares students to communicate more confidently and accurately in everyday situations, laying the groundwork for continued study in advanced Spanish courses.

Course Title: **Spanish 3** (3006)

Length: 2 semesters

10 Fine Art Credits, HS, Meets 1 Year of E requirement of A-G completion

Prerequisite: Successful completion of Spanish 2

Textbook/ Material: Canvas

Assessment: Speaking, listening, Writing, Quizzes, Quarter Tests

Credential Required: Spanish

Course Description:

Spanish III is an advanced course that builds upon the skills acquired in Spanish I and II, with an emphasis on refining communication and expanding cultural awareness. Students will deepen their proficiency in speaking, listening, reading, and writing through more complex vocabulary, grammatical structures, and authentic texts. The course focuses on improving conversational fluency, writing clarity, and comprehension of spoken and written Spanish in a variety of contexts. Students will explore literature, current events, and cultural themes from across the Spanish-speaking world to enhance their understanding and appreciation of Hispanic cultures. Through discussions, presentations, and creative projects, students will gain confidence in using Spanish for academic, social, and real-world purposes, preparing them for further study or practical use in a global society.

“F” Requirement Courses of A-G

Course Title: **Art 1** (9960)

Length: 2 semesters

10 Fine Art Credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/ Material: Canvas

Assessment: Chapter Quizzes, Quarter portfolios

Credential Required: CTE, Art

Course Description:

Art I is a yearlong visual arts high school course that teaches the basics of drawing through observation and practice. Students will learn the principles of art as well as the elements of art in order to create original pieces of artwork for individual portfolios. Students will practice and refine their technical drawing skills as well as their observational skills through regular practice in a sketchbook throughout the yearlong course. At the conclusion of this course, students will have individual sketchbooks as well as a start to their portfolios showcasing their original art.

Course Title: **Art 2** (9180)

Length: 2 semesters

10 Fine Art Credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/ Material: Canvas

Assessment: Chapter Quizzes, Quarter portfolios

Credential Required: CTE, Art

Course Description:

Art 2 is a yearlong visual arts high school course that continues a student’s art education with exposure to and practice with various media and techniques. At the conclusion of this course, students will have individual sketchbooks as well as a start to their portfolios showcasing their original art.

Course Title: **Art History** (9901)

Length: 2 semesters

10 Fine Art Credits, HS, Meets 1 Year of F requirement of A-G completion

Prerequisite: None

Textbook/Material: Canvas

Assessment: Chapter reviews, Quarter Essay, Final Project

Credential Required: Art

Course Description:

Art History is a yearlong visual arts high school course that explores a unique blend of artwork from around the world in order to motivate and inspire students as they engage in aesthetic inquiry, art criticism, historical experiences, and studio production.

Course Title: **Beginning Photo** (9009)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Successful completion of Art 1 or Beginning Photo

Textbook/ Materials: Canvas

Credential Required: CTE

Course Description:

This introductory course explores the art, history, and science of photography. Students will examine the evolution of the camera and its cultural impact, study influential photographers and their techniques, and gain hands-on experience with both film and digital photography. Emphasis is placed on mastering the basic functions of the single-lens reflex (SLR) camera, understanding digital image creation, and using editing software such as Photoshop. Students will apply the elements of composition—such as shape, color, space, and texture—to create thoughtful and expressive images. Throughout the course, students will build a portfolio that showcases their growth, creativity, and personal style.

Course Title: **HS Yearbook** (1692)

Length: 2 semesters

10 Elective credits, HS Only, Meets 1 Year of F requirement of A-G completion, CTE pathway

Prerequisite: Application.

Textbook/ Materials: Online Program, Canvas, Camera or Device with Camera

Credential Required: English

Course Description:

This course introduces students to the fundamentals of digital design, photography, journalism, and publication as they work collaboratively to produce the school's official yearbook. Students will gain hands-on experience in layout design, photo editing, caption writing, and storytelling, while also developing valuable skills in project management and teamwork. In addition to creative work, students will explore aspects of marketing, advertising, and customer service as they promote and distribute the yearbook to the school community. Emphasis is placed on meeting deadlines, maintaining high production standards, and capturing the spirit and memories of the school year. This course provides students with real-world, marketable skills in media production and communication.

Course Title: **Music Appreciation** (9405)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE, Music

Course Description:

This course offers students a broad introduction to the world of music, exploring its history, theory, technology, and cultural impact. Students will study various musical genres, composers, and conductors from different time periods and cultures, developing an understanding of music's role in society. Through hands-on activities and creative projects, students will learn to read music, analyze musical compositions, and explore the basics of composition and arranging using both traditional methods and music

technology tools. Students will also gain introductory experience in conducting, rehearsal techniques, and drill design. This course encourages active listening, critical thinking, and creative expression while fostering a lifelong appreciation for music.

Course Title: **Beginning Band** (9406)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE, Music

Course Description:

This class is for any student, junior high or high school, who has never played an instrument. Students will learn to play an instrument and read music in this class. Students must start with a beginning band if they are unable to read music. A student may be eligible to perform in a more advanced ensemble if they can read music.

Course Title: **Concert Band** (9410)

Length: 2 semesters

10 Elective credits, JH & HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: 1-3 years of band experience and/or able to read music, or completion of Excelsior Beginning Band

Textbook/ Materials: Canvas & Sound Innovations Book 2

Credential Required: CTE, Music

Course Description:

This is a performance band. Students will learn basic music theory and will be expected to practice on their instruments at home. Students will perform at area festivals and amusement parks.

Course Title: **Symphonic Winds** (9992)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Auditions required

Textbook/Material: Canvas

Credential Required: CTE, Music

Course Description:

This is an advanced class requiring advanced knowledge and experience in music and band. Students in this class will perform at area festivals and amusement parks. Students will also work independently in small ensembles.

Course Title: **Jazz Ensemble** (9931)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Auditions required.

Textbook/Material: Canvas

Credential Required: CTE, Music

Course Description:

This is an advanced level instrumental jazz course that provides instruction in music theory, composition, and improvisation. Students in this class will be performing throughout the community, at festivals, and at theme parks.

Course Title: **Guitar 1 – Beginning Guitar** (9913)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/Material: Canvas

Credential Required: CTE, Music

Course Description:

Students will learn the basics to include tuning, fingering, chord/tab graphs, fingering picking, strumming, and guitar notation. Students will learn a wide variety of songs and will play as a group. It is recommended that students bring their own guitar; a few guitars are available for use in the classroom only.

Course Title: **Guitar 2 – Intermediate Guitar** (9914)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Successful completion of Guitar 1

Textbook/Material: Canvas, Guitars

Credential Required: CTE, Music

Course Description:

Students will explore fingering techniques, scales, modes, and improvised soloing. The class will learn more advanced songs and play as a group.

Course Title: **Modern Band** (9556)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Successful completion of Guitar 2

Textbook/Material: Canvas

Credential Required:

Course Description:

The major emphasis of this course is to develop student achievement through the exploration of the modern band genre, including, but not limited to rock, pop, and hip hop musical styles. The course will

introduce the musical skills necessary to perform on electric guitar, acoustic guitar, electric bass, keyboard, drums, and/or vocals with proper posture and playing position; characteristic tone; and technical accuracy on an individual and small ensemble level in a supportive peer to peer environment. Students will also explore composition and improvisation.

Course Title: **Beginning Jazz Dance** (9876)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/Material: Canvas

Credential Required:

Course Description:

Students will learn a form of dance that showcases the dancer's individual style and originality. This is an energetic and fun style of dance, consisting of unique moves, big leaps, and quick turns.

Course Title: **Intermediate Jazz Dance** (9877)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Audition Required.

Textbook/Material: Canvas

Credential Required: CTE, Music

Course Description:

This 2-period 4-day course allows dancers to improve their skill through technical instruction. The requisite skills necessary to enroll include the ability to land a controlled double pirouette on both sides, execute Grande Jete's, and Battement's correctly. Additionally, dancers must have knowledge of dance terminology and vocabulary.

Course Title: **Advanced Jazz Dance** (9878)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Audition Required.

Textbook/Material: Canvas

Credential Required:

Course Description: CTE, Music

This 2-period, 4-day course is designed for experienced dancers looking to refine their technique and elevate their performance. Students will engage in rigorous technical instruction and advanced choreography that challenges their strength, flexibility, and artistry. Prerequisite skills include mastery of double pirouettes on both sides, proper execution of Grande Jetés and Battements, and a strong command of dance terminology and vocabulary. Dancers should be prepared to explore complex combinations, musicality, and expressive movement at a high level.

Course Title: **Choir 1 - Concert Choir** (9623)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/Material: Canvas

Credential Required: CTE, Music

Course Description:

This is a mixed-voice choir open to students of all levels of ability and experience. All students entering the vocal music department are expected to enroll in this ensemble before auditioning for the more advanced performance groups. This choir will focus on music fundamentals, vocal technique, two and three-part singing, soloing, performance, and ear training. Performance demands for this group, although minimal, are good preparation for the more advanced Excelsior ensembles. The musical repertoire will include multi-language, concert and pop selections.

Course Title: **Choir 2 - Intermediate Choir** (9624)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Successful completion of Choir 1

Textbook/Material: Canvas

Credential Required: CTE, Music

Course Description:

Intermediate show choir is a high energy, production choir consisting of auditioned students. Students in this ensemble should meet the following requirements: knowledge of basic musicianship, good vocal tone, good sense of pitch and potential for soloing. The musical repertoire will include multi-language, concert, and pop selections. Performances will occur throughout the year.

Course Title: **Choir 3 - Advanced Choir** (9627)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: 3 years of choral experience and the ability to accurately sight read an 8-bar selection. Auditions will be held at the end of each school year. Contact Samuel Sooter (samuels@excelsior.com), Choir Instructor, for audition details.

Textbook/Material: Canvas

Credential Required: CTE, Music

Course Description:

Advanced show choir is a high energy, production choir consisting of auditioned students. These selected students will need strong musicianship, strong vocal tone, strong sense of pitch, solid soloing ability, and the ability to move well. The choir will focus on four-part singing, soloing, and high-energy performance. Performance (and rehearsal) demands are high for this group and include community shows, competitions, and festivals. Musical repertoire will include multi-language concert, Broadway, and Pop show selections as well as advanced a cappella selections. Performances will occur throughout the year.

Course Title: **Broadcasting 1** (7089)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required:

Course Description:

This hands-on course introduces students to the commercial and industrial elements of video production, broadcasting, and news journalism. Students will create broadcast content that supports the school, district, and local community while engaging in real-world, cross-curricular media projects. Key skills include non-linear editing, camera operation, studio and field production, digital storytelling, scriptwriting, news research, and production planning. Students will also gain experience in directing, technical setup, audio and lighting, and managing on-air talent, preparing them for a range of media and communication careers.

Course Title: **Broadcasting 2** (7090)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required:

Course Description:

Broadcasting 2 is an advanced, project-based course that builds on the foundational skills learned in Broadcasting 1. Students will take on leadership roles in studio and field productions, manage broadcast teams, and produce high-quality content for school-wide and community distribution. Emphasis is placed on advanced editing, multi-camera production, live broadcasting, investigative journalism, and professional-level storytelling. Students will refine their technical, creative, and collaborative skills while developing a portfolio that showcases their growth in media production and journalism.

Course Title: **Introduction to Fashion** (2120)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE, Home Economics

Course Description:

This course offers students an exciting introduction to the world of fashion, exploring design principles, clothing construction, fashion history, and personal style. Students will learn about fabric types, color theory, and current trends while engaging in creative projects and virtual design activities. Whether interested in fashion as a hobby or a future career, students will gain foundational knowledge and express their creativity in a supportive, hands-on environment. No prior experience is necessary—just a passion for style and self-expression!

Course Title: **Intermediate Fashion Design** (2117)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion, CTE Pathway

Prerequisite: Successful completion of “Introduction to Fashion”

Textbook/ Materials: Canvas

Credential Required: CTE, Home Economics

Course Description:

Building on foundational skills, this course allows students to deepen their understanding of fashion design through more advanced techniques in sketching, garment construction, and textile selection. Students will explore fashion industry concepts such as trend forecasting, sustainability, and branding, while developing their own design portfolio. Hands-on projects and virtual tools will be used to refine technical skills and promote creative expression. This course is ideal for students who have completed an introductory fashion course and are ready to take their passion to the next level.

Course Title: **Film I** (7799)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of F requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE

Course Description:This course introduces students to the full filmmaking pipeline—from crew roles and set safety to scriptwriting, producing, and hands-on film production. In Quarter 1, students learn about collaboration, communication, and the key responsibilities of film crew members. Quarter 2 focuses on writing for film, including structure, character, and industry-standard script formatting. Quarter 3 covers producing fundamentals such as budgeting, scheduling, marketing, and legal prep. In Quarter 4, students work in production teams to write, shoot, and edit original short films, culminating in a public showcase. The course emphasizes creative storytelling, teamwork, and technical competency using professional workflows.

“G” Requirement Courses of A-G

Course Title: **Physical Education** (6001)

Length: 2 semesters

10 Physical Education Credits, HS, Meets 1 Year of G requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Physical Education

Course Description:

This course engages students in the principles of health-related fitness, movement skills, and personal responsibility through a fully online platform. Aligned with the California Physical Education Standards, students will explore topics such as cardiovascular endurance, muscular strength, flexibility, and coordination. Students will also learn how to set personal fitness goals, track progress, and reflect on the impact of physical activity on overall wellness. Active participation, consistent logging, and demonstration of effort are key components of success in this course.

Course Title: **Physical Education** (6001P)

Length: 2 semesters

10 Physical Education Credits, HS, Meets 1 Year of G requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Physical Education

Course Description:

This course engages students in the principles of physical fitness, movement skills, and personal responsibility through a fully online platform. Aligned with the California Physical Education Standards, students will explore topics such as cardiovascular endurance, muscular strength, flexibility, and coordination. Students will also learn how to set personal fitness goals, track progress, and reflect on the benefits of physical activity—all from home or a self-selected space. Active participation, consistent logging, and demonstration of effort are key components of success in this course.

Course Title: **Team Sports** (6023)

Length: 2 semesters

10 Physical Education Credits, HS, Meets 1 Year of G requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Physical Education

Course Description:

This course provides physical education credit to students actively participating in an Excelsior-sponsored athletic team. Through structured practices, competitive gameplay, and team conditioning, students develop sport-specific skills, improve physical fitness, and demonstrate knowledge of teamwork, strategy, and sportsmanship. Aligned with California Physical Education Standards, the course emphasizes personal responsibility, goal setting, and the development of lifelong fitness habits. Students must meet participation requirements, attend scheduled practices and games, and complete periodic reflections and progress check-ins through the online platform.

Course Title: **Weight Training** (W26002)

Length: 2 semesters

10 Physical Education Credits, HS, Meets 1 Year of G requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Physical Education

Course Description:

This course introduces students to the fundamentals of weight training, including proper technique, safety procedures, and equipment use in the weight room. Students will learn how to develop personalized fitness routines focused on strength, endurance, and overall physical wellness. Emphasis is placed on safe lifting practices and lifelong fitness habits.

Course Title: **HS Leadership/ASB 1** (5466)

Length: 2 semesters

10 Elective credits, HS ONLY, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/Material: Canvas

Credential Required:

Course Description:

The mission of Excelsior ASB is to promote school spirit and connectedness, while providing quality events and activities for our student body. We set and model a positive school atmosphere by recognizing outstanding participation, scholarship, citizenship, and sportsmanship. Our goal is to enrich the lives of every Excelsior student by sponsoring social, academic, seasonal, and charitable events. As an ASB, we build communication with all student groups, and serve as the voice of the students, both on campus and within the community. Our ASB students also learn and practice marketable business and finance skills while organizing and running student events and the student store: planning, budgeting, fundraising, advertising, customer service, money handling, and reporting. We utilize the texts and other resources and activities as tools to develop student leadership skills and positive life-long habits. Through our hard work and dedication, we hope to make a positive, lasting impact on Excelsior school culture.

Course Title: **HS Leadership/ASB 2** (5464)

Length: 2 semesters

10 Elective credits, HS ONLY, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/Material: Canvas

Credential Required:

Course Description:

ASB Leadership II is an advanced, year-long course for returning ASB students who are ready to take their leadership, civic engagement, and project management skills to the next level. Building on the foundation established in ASB Leadership I, students will take on greater responsibility in planning school-wide events, mentoring new ASB members, and leading meaningful service initiatives that strengthen both school culture and community connections. Students will continue to develop skills in budgeting, marketing, communication, and strategic planning, while also engaging in deeper exploration

of social responsibility, ethics, and civic leadership. A major component of the course includes a group capstone project where students will identify a real issue affecting their school or community, research its causes, and develop an actionable, affordable solution. Each team will present their professional plan to a panel of community experts—including school administrators, district leaders, parents, and peers—for feedback and potential approval. If approved, students will move forward with implementation; if not, they will revise and re-submit their plan for a second review. This course challenges students to be solution-oriented changemakers and provides them with the tools to lead with empathy, purpose, and impact.

Course Title: **Mythology** (2110)

Length: 2 semesters

10 Elective credits, HS Only, Meets 1 Year of G requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas and text from Classical and World Mythology

Assessment: Essay, Final Test

Credential Required: Social Science

Course Description:

This course explores the body of stories belonging to the ancient Greeks concerning their gods and heroes, the nature of the world and the origins and significance of their own cult and ritual practices. The primary emphasis is studying the myths in an attempt to understand the religious and political institutions of Ancient Greece and on the Ancient Greek civilization, and to gain understanding of the nature of myth- making itself.

Course Title: **Child Development** (6896)

Length: 2 semesters

10 Elective credits, HS Only, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/Material: Canvas

Assessment: Chapter Reviews, Research Paper, Final Project

Credential Required: Home Economics

Course Description:

This high school course explores the physical, emotional, social, and cognitive development of humans from birth through adulthood, with a special focus on the early childhood years. Students will examine how childhood experiences shape individual growth and influence who we become as adults. Through engaging discussions, real-world scenarios, and hands-on projects, students will learn about key developmental stages, parenting styles, family dynamics, and the impact of environment and culture on child development. The course also introduces basic caregiving skills and career pathways in education, social work, and child psychology. Designed to build empathy, understanding, and practical knowledge, this course is ideal for students interested in working with children or pursuing careers in human development, teaching, or healthcare.

Course Title: **Psychology** (5903)

Length: 2 semesters

10 Elective credits, HS Only, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/Material: Canvas

Assessment: Quizzes, Essay, Projects

Credential Required: Social Science

Course Description:

This course provides an engaging introduction to the scientific study of human behavior, based on the High School Psychology Standards developed by the American Psychological Association. Students will explore core principles, theories, and methods in psychology while investigating topics such as brain function, cognition, emotions, learning, and behavior. Emphasis is placed on applying psychological concepts to everyday life, helping students better understand themselves, others, and their communities. Through discussion, reflection, and research, students will gain foundational knowledge in the physiological, cognitive, behavioral, and emotional aspects of human experience

Course Title: **Foods** (6905A)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/Material: Canvas

Assessment: Quizzes, Projects

Credential Required: CTE, Home Economics

Course Description:

his course introduces students to the fundamentals of nutrition, cooking techniques, food preparation, and safe food handling practices. Students will gain hands-on experience in the kitchen while learning how to plan and prepare balanced meals. The course also includes the opportunity to earn a Food Handler's Card, providing valuable skills for both personal use and future employment in the food industry

Course Title: **Service Learning 1** (2363)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: None

Textbook/ Materials: Canvas

Assessment: Journals and Final Project

Credential Required: CTE, Business

Course Description:

Service Learning Leadership is a course that empowers students to engage in meaningful community service while exploring their passions for social justice and civic responsibility. Students will design and implement service projects that address real-world issues, working both independently and collaboratively to create positive change in their local and global communities. In addition to completing verified service hours, students will reflect on their impact, develop leadership and communication skills, and explore topics such as equity, ethics, and social consciousness. This course fosters personal growth, civic engagement, and real-world experience, preparing students to be thoughtful, active contributors to society and contributes towards potential job training without pay.

Course Title: **Service Learning 2** (2364)

Length: 1 Year

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: Completion of Service Learning 1

Textbook/ Materials: Canvas

Assessment: Journals and Final Project

Credential Required: CTE, Business

Course Description:

Service Learning 2 continues to develop a student's ability to develop and implement a plan to provide meaningful, unpaid service to the community. In Service Learning 2, a student should work closely with their teacher to develop a project which addresses personal interests; community needs; and the development and practice of knowledge and skills which will support the student's Personal Life Plan.

Course Title: **Work Experience 1** (8800)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: Eligibility for Work Permit

Textbook/ Materials: Canvas

Credential Required:

Course Description: CTE, Business

Work Experience is a practical, career-focused course designed to help students balance the responsibilities of being a full-time student while working a part time job. In collaboration with teachers, counselors, and industry partners, students will develop essential workplace skills, build professional portfolios, and explore career pathways aligned with their goals. Coursework includes resume writing, cover letters, mock interviews, workplace scenarios, and executive functioning strategies to support long-term success. Students must be in good academic standing to participate.

Course Title: **Work Experience 2** (8803)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: Eligibility for Work Permit & Successful completion of Work Experience I

Textbook/ Materials: Canvas

Credential Required: CTE, Business

Course Description:

Work Experience II is a continuation of the practical, career-focused learning established in Work Experience I. Work Experience II is a practical, career-focused course designed to help students balance the responsibilities of being a full-time student while working a part time job. In collaboration with teachers, counselors, and industry partners, students will develop essential workplace skills, build professional portfolios, and explore career pathways aligned with their goals. Coursework includes resume writing, cover letters, mock interviews, workplace scenarios, and executive functioning strategies to support long-term success. Students must be in good academic standing to participate.

Course Title: **Computers 1** (7241Y)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE, IT

Course Description:

Computers 1 is a year-long introductory course that builds foundational skills in technology and media literacy. Students will learn keyboarding, computer basics, Microsoft Office applications, and an introduction to coding. The course also emphasizes online safety, digital citizenship, and understanding the impact of digital footprints. Creative projects in graphic design and animation provide hands-on opportunities to explore the digital world. This course prepares students to navigate technology with confidence and responsibility.

Course Title: **Digital Photography** (9120)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: Successful completion of Art 1 or Beginning Photo

Textbook/ Materials: Canvas

Credential Required: CTE

Course Description:

This year-long high school course combines the art and science of digital photography with the real-world application of producing the school yearbook. Students will learn the fundamentals of DSLR camera operations, composition, lighting, and digital editing using tools like GIMP. Emphasis is placed on the elements of art and principles of design, as well as the historical and cultural relevance of photography. Students will develop skills in visual storytelling, graphic design, writing, and collaboration while capturing school events and producing assigned yearbook pages. This course requires a high level of responsibility, commitment, and the ability to work both independently and as part of a team. Some assignments will require attendance at school events outside regular class hours, including evenings and weekends. Students will also explore photography's role in marketing, branding, and mass communication, preparing them for creative careers in visual media.

Course Title: **College and Career**(9099)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway

Prerequisite: 11th or 12th grade

Textbook/ Materials: Canvas

Credential Required:

Course Description:

This year-long elective course is designed to prepare students for success beyond high school by building essential 21st-century employability skills. Through self-assessment, goal setting, and guided research, students will explore potential career paths and develop a personal portfolio that includes career assessments, labor market research, and a reflective essay on three viable career options. The course emphasizes decision-making, job readiness, and college preparation. Students will also receive direct support with the college application process and benefit from guest presentations by college and career

professionals, helping them align their post-secondary plans with their individual strengths and aspirations.

Course Title: **Video Game Design** (7277)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required:

Course Description: This creative, hands-on elective introduces students to the fundamentals of video game design and storytelling. Through guided projects, students will learn how to design original characters, develop engaging storylines, and build the foundations of game mechanics using accessible digital tools. Emphasis is placed on creativity, collaboration, and critical thinking as students bring their ideas to life through concept art, character sheets, and gameplay prototypes. No prior experience is required—just imagination and a passion for games!

Course Title: **Geography** (5091)

Length: 1 semester

5 Elective credits, HS, Meets 1 Year of G requirement of A-G completion.

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: Social Science

Course Description:

Students study the physical features of the earth and its atmosphere, and human activity as it affects and it affected by the distribution of populations and resources, land use, and industries.

Course Title: **Robotics I** (7909)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway 1 course

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE

Course Description:

This hands-on introductory course immerses students in the world of robotics using the VEX V5 platform. Students will explore the fundamentals of engineering, programming, and design through collaborative, project-based learning. Topics include mechanical systems, sensors, coding with VEXcode, and the engineering design process. Students will build and program robots to complete challenges and prepare for potential participation in VEX Robotics competitions. No prior experience is required—just curiosity and creativity!

Course Title: **Robotics II** (7910)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion, CTE Pathway Completer

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: CTE

Course Description:Robotics II expands on the skills learned in Robotics I, challenging students to design, build, and program more advanced VEX V5 robotic systems. Students will deepen their understanding of autonomous and driver-controlled programming, engineering documentation, and strategic problem-solving. Emphasis is placed on real-world applications, iterative design, and preparing for competitive robotics. Projects will involve complex sensor integration, efficient code development, and teamwork as students take on larger, open-ended challenges and competitions.

Course Title: **Practical Math** (3106)

Length: 2 semesters

10 Math credits, HS, Meets 1 year of G requirement

Prerequisite: Math Assessment/Instructor Recommendation

Textbook/ Materials: Canvas (Practical Math Applications Textbook)

Assessment: Renaissance STAR, Interims, Quizzes, Chapter Tests, Quarter Tests

Credential Required: Math or Foundational-Level Math

Course Description:

This course is designed to equip students with essential math skills needed for everyday life and real-world decision-making. Emphasizing practical application, the course covers topics such as budgeting, balancing a checkbook, understanding sales receipts, calculating interest charges, managing loans, and interpreting taxes. Students will also explore the basics of business math, including discounts, markups, payroll, and financial planning. Concepts are taught through a clear, step-by-step approach that supports students in building confidence with math in personal and professional contexts. This course is ideal for students seeking to strengthen their financial literacy and apply math skills in meaningful, real-life situations.

Couse Title: **HS Reading Development** (1925A)

Length: 2 semesters

10 Elective credits, HS, Meets 1 year of G requirement for A-G completion

Prerequisite: STAR Assessment or Teacher Recommendation

Textbook/ Materials: Canvas and Freckle ELA

Assessment: Renaissance STAR

Credential Required: English

Course Description:

This course is designed to support students in building strong reading comprehension, vocabulary, and fluency skills using the Freckle ELA program. Through differentiated, standards-aligned lessons and engaging texts tailored to each student's reading level, learners will strengthen their literacy foundations. The course emphasizes personalized growth, critical thinking, and reading confidence to support success across all subject areas.

Couse Title: **HS Math Development** (1928)

Length: 2 semesters

10 Elective credits, HS, Meets 1 year of G requirement for A-G completion

Prerequisite: STAR Assessment or Teacher Recommendation

Textbook/ Materials: Canvas and Freckle Math

Assessment: Renaissance STAR

Credential Required: Math

Course Description:

This course is designed to support students in building strong foundational skills in math using the Freckle Math program. Through differentiated, standards-aligned lessons tailored to each student's current math level, learners will strengthen their understanding of key mathematical concepts, fluency, and problem-solving strategies. The course emphasizes personalized growth, critical thinking, and math confidence to support success across all subject areas.

Career Technical Education (CTE) Pathways

Career Technical Education Pathways

A career pathway is a series of Career Technical Education courses that equal at least 300 hours. The pathways may include an introductory course, should contain a concentrator course and MUST contain a capstone course.

Rules with Pathways:
- Must be completed sequentially
- Not required to complete course sequence consecutively
- Can complete a pathway at any grade level (9-12) if all courses in the sequence are completed in order.

Participant (Introductory)	Participant (Level 2) Concentrator	Participant (Completer) Capstone
A student who had completed a Introductory-level course of a 3 year career pathway	A student that has completed 50% of a career pathway.	A student that completes all series of courses within a career pathway.

Performing Arts Pathway (112)

	Dance	Choir	Band	Guitar	Jazz	Percussion
Year 1	Beginning Dance/ Tap	Choir 1- Concert	Beginning Band	Guitar 1	Beginning Band	Beginning Band
Year 2	Intermediate Dance	Choir 2- Intermediate Show Choir	Concert Band	Guitar 2	Jazz 1	Percussion 1
Year 3	Advanced Dance	Choir 3- Acapella Choir	Symphonic Winds	Modern Band	Jazz 2	Percussion 2
						Percussion 3

Marketing, Sales and Services Pathways (241)

	Service Learning	Work Experience	Service Learning/Work Experience	ASB/Leadership	Work Experience/Service Learning
Year 1	Service-Learning 1	Work Experience 1	Service-Learning 1	ASB-Leadership 1	Work Experience 1
Year 2	Service-Learning 2	Work Experience 2	Work Experience 2	ASB- Leadership 2	Service-Learning 2

Arts & Digital Media Pathways (111)

	Art	Art Photography	Photo & Yearbook	Photo
Year 1	Art 1	Art 1	Beginning Photo	Beginning Photo
Year 2	Art 2	Digital Photography/ Yearbook	Yearbook	Digital Photo

Production and Managerial Arts (113)

	Broadcasting
Year 1	Broadcasting 1
Year 2	Broadcasting 2

Education, Child Development & Family Services Pathway (130)

	Psychology	Foods
Year 1	Child Development	Child Development
Year 2	Psychology	Foods

Fashion Design (160)

	Fashion
Year 1	Intro to Fashion Design
Year 2	Intermediate Fashion Design
Year 3	Advanced Fashion Design

Fashion & Interior Design Pathway (162)

	Cosmotology
Year 1	Cosmetology 25/50/100
Year 2	Cosmetology 150/200

Career Technical Education (CTE) Courses

Course Title: **Cosmetology 25** (COS025)

Length: 1 semester

5 Elective Credits HS, CTE Pathway

Prerequisite: None

Textbook/ Materials: Canvas

Credential Required: C.T.E

This introductory course focuses on the fundamentals of health and safety as outlined by The California Board of Cosmetology, serving as the prerequisite to multiple courses within the Cosmetology discipline. This course will review health and safety topics including: working safely with chemicals, the SDS (Safety Data Sheet), various communicable diseases, health and safety problems, and infection control practices and prevention. This course will fulfil a minimum of 48 hours of the health and safety component of training as outlined in the state-mandated 1000-hour cosmetology guidelines.

Course Title: **Cosmetology 50** (COS050)

Length: 1 semester

10 Elective Credits HS, CTE Pathway

Prerequisite: COS 25

Textbook/ Materials: Canvas

Credential Required: C.T.E

Cosmetology Fundamentals is a rigorous course designed to provide students with a comprehensive introduction to cosmetology principles and practices. These methods will prepare students for a career in cosmetology using the standards outlined by the California Board of Cosmetology. Topics include health and safety, disinfection, hairstyling, chemical hair services, skin care, hair removal, and manicuring. This course will fulfill a minimum of 243 hours of the training outlined in the state-mandated 1000-hour cosmetology guidelines.

Course Title: **Cosmetology 100** (COS150)

Length: 1 semester

15 Elective Credits HS, CTE Pathway

Prerequisite: COS 25

Textbook/ Materials: Canvas

Credential Required: C.T.E

Cosmetology Nail and Esthetic Technology is a rigorous course designed to provide students with a comprehensive introduction to cosmetology principles and practices. These methods will prepare students for a career in cosmetology using the standards outlined by the California Board of Cosmetology. Topics include professional image and ethics, sanitation, disinfection, client safety, standard massage techniques, client consultation, skin analysis, contraindications in the field of esthetics, hair removal, makeup color theory, and continued focus on hair services. This course will fulfill a minimum of 215 hours of the training outlined in the state-mandated 1000-hour cosmetology guidelines.

Course Title: **Cosmetology 150** (COS200)

Length: 1 semester

15 Elective Credits HS, CTE Pathway

Prerequisite: COS 25

Textbook/ Materials: Canvas

Credential Required: C.T.E

Cosmetology Hair Science provides a comprehensive overview of cosmetology principles and practices in hairstyling, haircutting, and chemical hair services as outlined by the California Board of Cosmetology. Hair Science methods build on the cosmetology fundamentals learned in previous sections and will prepare students for a career in cosmetology. Topics include health and safety, disinfection, hair coloring, permanent waving, curl re-formation, hair lightening, and relaxing techniques. This course will fulfill a minimum of 312 hours of the training outlined in the state-mandated 1000-hour cosmetology guidelines.

Course Title: **Cosmetology 200** (7839)

Length: 1 semester

15 Elective Credits HS, CTE Pathway

Prerequisite: COS 25

Textbook/ Materials: Canvas

Credential Required: C.T.E

The Business of Cosmetology & State Board Test Prep is a rigorous course designed to provide students with a comprehensive overview of cosmetology principles and practices with a focus on preparing students for the California Board of Cosmetology license test. These methods will prepare students for a career in cosmetology using the standards outlined by the California Board of Cosmetology. Topics include health and safety, disinfection, hairstyling, chemical hair services, skin care, hair removal, and manicuring. This course will fulfill a minimum of 278 hours of the training outlined in the state-mandated 1000-hour cosmetology guidelines.

Electives

Course Title: **Drivers Education** (4002)

Length: 1 semester

5 Elective credits, HS

Prerequisite: Must be 15 ½ years old to enroll

Textbook/ Materials: Online Program and Canvas

Assessment: Other

Credential Required:

Course Description:

Students may only complete this course once. This is designed to prepare students to take and pass their learner's permit test. This satisfies all requirements to obtain a permit. Students are responsible to obtain and keep their certificate of completion and process with the DMV.

Course Title: **Exploratory Arts** (1234)

Length: 2 semesters

10 Elective credits, JH & HS

Prerequisite: None

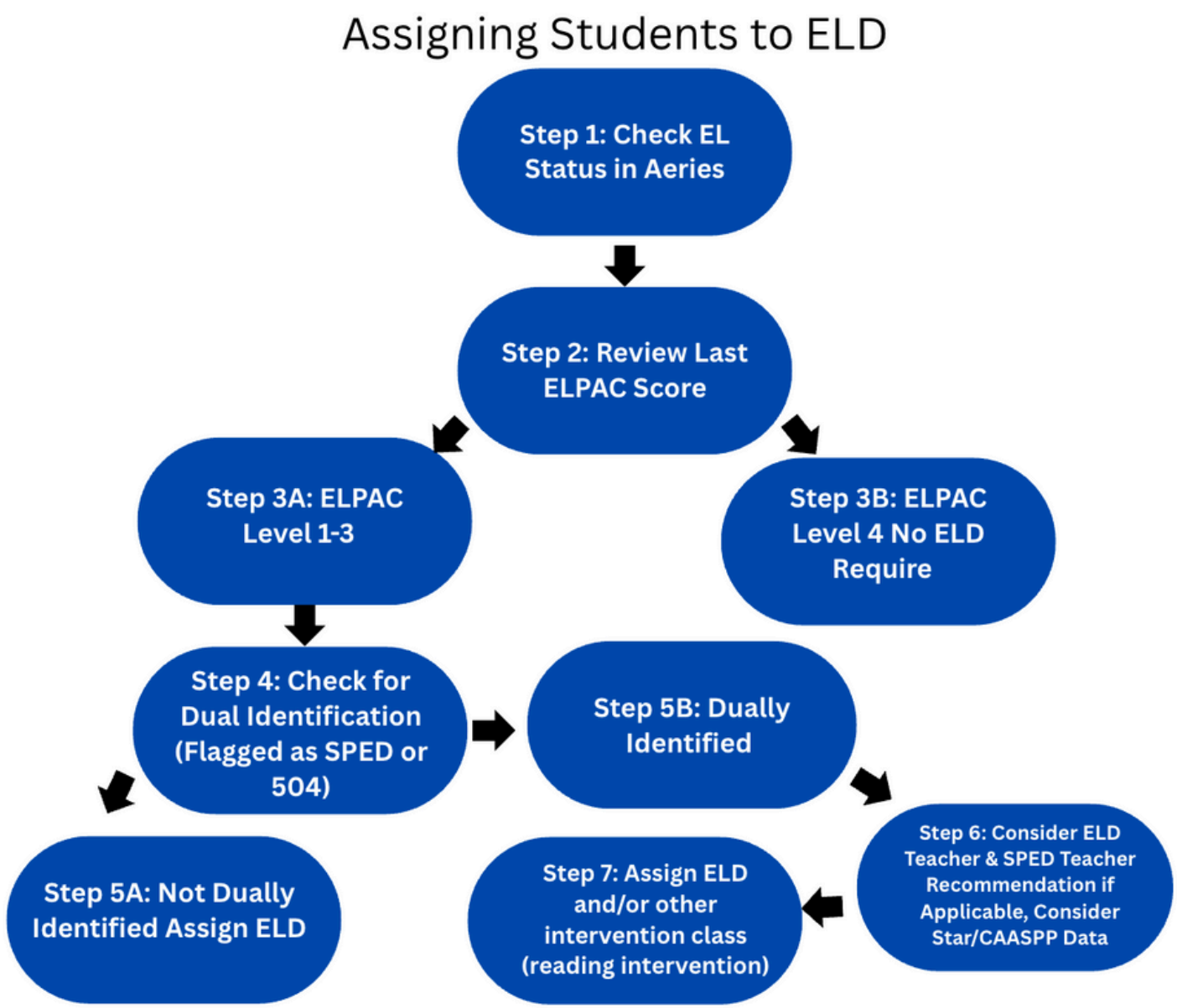
Textbook/ Materials: Canvas

Credential Required:

Course Description:

Exploratory Arts is an introductory performing arts course that provides instruction in Guitar, Voice, Dance, and Band. This 1-year course will introduce students to new arts disciplines each quarter. Students remain with their classmates as the class rotates through the four arts courses. Expert instruction will allow the students an opportunity to grow through creating and connecting with others.

English Language Development



Course Title: **ELD** (ELD)

Length: 2 semesters

10 Elective credits, HS, Meets 1 Year of G requirement of A-G completion

Prerequisite: EL Designation

Textbook/ Materials: Canvas

Credential Required:

This course is designed to support English Learners in developing proficiency in reading, writing, listening, and speaking in English. Through targeted instruction aligned with California ELD Standards, students will build academic vocabulary, improve grammar and sentence structure, and strengthen communication skills for success in all content areas. Lessons integrate culturally responsive texts and activities to promote confidence and engagement as students progress toward English fluency.

Course Title: **JH ELD** (ELDJH)

Length: 2 semesters

10 Elective credits, JH

Prerequisite: EL Designation

Textbook/ Materials: Canvas

Credential Required:

This course is designed to support English Learners in developing proficiency in reading, writing, listening, and speaking in English. Through targeted instruction aligned with California ELD Standards, students will build academic vocabulary, improve grammar and sentence structure, and strengthen communication skills for success in all content areas. Lessons integrate culturally responsive texts and activities to promote confidence and engagement as students progress toward English fluency.



Enrollment Form

By submitting this online enrollment application, you have completed the first step in the registration process. Our Record's Office will review the application and email an enrollment confirmation verifying the students enrollment with Excelsior.

Assigned School:
Based off school chosen during application process

Student Name

Enrollment ID *Assigned Automatically*

Enrollment Information (changes can only be made at the school)

Enrollment completed by

Enrollment Year 2025

Student's First Name

Student's Nick Name

Student's Middle Name

Student's Last Name

Student's Suffix

Student's Birthday

Grade

Street

Unit or Apartment Number

City

Zipcode

State

Assigned school Select One:

- Barstow
- Corona
- North Victorville
- Ontario
- Phelan
- Redlands
- San Bernardino
- Victorville

General Student Information

Gender

Home phone

Mobile phone

Is Student Hispanic or Latino?

Race(s) of student

Language Information

Which language did your child learn when he/she first began to talk?

Which language does your child most frequently speak at home?

Which language do you (the parents or guardians) most frequently use when speaking with your child?

Which language is most often spoken by adults in the home? (parents, guardians, grandparents, or any other adults)

Parent Information

Full parent/guardian name used on mail addressed to the home of this student

Parent/Guardian #1 First Name

Last Name

Relationship to student

Allow Access to Portal?

Lives with student?

What is the highest parent/guardian education level?

Primary Phone

Work Phone

Alternate Phone Number

Employer Name

Send Copy of Mail .

Address

State

Mobile Phone

Extension

Email

Employer Address

Mail Name

City

Zip Code

Parent/Guardian #2 First Name

Last Name

Relationship to Student

Allow Access to Portal?

Lives with student?

What is the highest parent/guardian education level?

Primary Phone

Work Phone

Alternate Phone

Employer Name

Send Copy of Mail

Address

State

Mobile Phone

Extension

Email

Employer Address

Mail Name

City

Zip Code

Restrained Individual

Restrained contact information has not been provided.

Emergency Contacts

Emergency Contact #1

First Name

Last Name

Relationship to Student

Primary Phone

Mobile Phone

Work Phone

Extension

Alternate Phone

Employer Name

Send Copy of Mail

Employer Address

Address

Mail Name

City

State

Zip Code

Other District Enrollments

Other School #1

Enter Date

Leave Grade

Expelled?

Fax Number

School Name

City

Zipcode

Leave Date

Enter Grade

District Contact Name

Phone Number

District Name

Street Address

State

Comment

Document Uploads

Supplemental Questions

Does student have a sibling that also attends Excelsior?

Do you prefer your student to participate in on-campus classes? *Please note that on-campus class availability is limited. To inquire about the availability of on-campus classes please contact the school site directly.

How did you hear about us?

Housing Questionnaire Responses

Housing Status

Unaccompanied Youth Status

Additional Children in Household : List below

Name	Gender	Birthdate	Grade	School

Foster Survey Response

Foster Status

Family Military Survey Response

Military Status

Parent/Guardian Signature _____ **Date** _____

Account Name: _____ **Date Completed:** _____

Barstow: 760-255-2764 *(1497 State St, 92311)*
Corona: 951-547-7540 *(1400 Fullerton Ave, 92389)*
North Victorville: 760-245-4448 *(18000 McCoy Circle, 92394)*
Ontario: 909-984-6800 *(4550 Ontario Mills Parkway, Ontario 91764)*
Phelan: 760-563-3980 *(4083 Phelan Rd. Ste A, 92371)*
Redlands: 909-895-8913 (1145 Church St. 92374)
San Bernardino: 909-907-1013 *(*444 W. Rialto Ave, *92401)*
Victorville: 760-245-4262 *(18422 Bear Valley Rd Bldg 11, 92395)*



Excelsior Charter Group Contract

Professional Services Agreement

This Professional Services Agreement ("Agreement") is entered into as

of Effective Date	**July 1, 2025**
by and between	**Excelsior Charter Schools** ("Client").
Located at	15505 CIVIC DRIVE SUITE B VICTORVILLE CA 92392
And	**Excelsior Charter Group** ("ECG"),
located at	15505 CIVIC DRIVE SUITE A VICTORVILLE CA 92392

Summary

ECG provides, through its employees and third-party contractors, certain consulting and professional services related to the ongoing operational and financial accounting needs of California public charter schools;

Client desires to engage the services of ECG;

ECG and Client agree as follows:

1. Services to be Performed

ECG will provide employees or consultants ("ECG Staff") to perform services at Client's discretion on projects as mutually agreed to in writing by ECG and Client.

Client is responsible for making the necessary internal arrangements and providing the necessary information to facilitate the performance of the professional services to be rendered by ECG.

Client and ECG will jointly agree on the scope, duration, and estimated cost of the project prior to the commencement of services. Unless otherwise agreed to in writing, all services to be rendered under this Agreement are defined in the ECG Professional Services Project Proposal (the "Project Proposal"), attached to this Agreement as Exhibit A.

Client acknowledges that any dates provided to ECG regarding the services performed pursuant to this Agreement are (at best) estimates which are in turn based on the timely submission by Client of all specifications and other information necessary for the completion of tasks performed pursuant to this Agreement.

2. Notice of Deficiencies

Client shall have three (3) days within which to provide written notice to ECG concerning any deficiencies

with respect to the work performed pursuant to this Agreement. Bona fide deficiencies identified with respect to such notice shall be addressed and corrected by ECG exercising commercially reasonable efforts to correct such deficiencies within ten (10 days) of such notice from Client.

Upon correction of any bona fide deficiencies so cured, ECG shall so notify in writing to Client that the deficiencies have been cured ("Notice of Completion") and Client shall have ten (10) days within which to review and identify any final and specific deficiencies which appeared after the receipt of said Notice of Completion. Upon completion of the correction work, ECG will repeat the delivery of the written Notice of Completion to Client under the same procedure. The Project shall be deemed to be accepted by Client if no notice of deficiency is delivered to ECG within ten (10) days of any such Notice of Completion.

3. Satisfaction with Performance

If at any time Client is dissatisfied with the performance of an ECG Staff working on a Client project, Client shall immediately report its dissatisfaction to ECG in writing and may ask ECG to replace the individual.

4. Fees Amount & Dates

Client shall pay ECG the fees as set forth in The Project Proposal. All services not specifically itemized in The Project Proposal shall be presumed to be provided by ECG on a time and materials basis based on ECG's then list price.

Billing for ECG's professional services will be on a monthly basis.

All invoices will be due and payable in full within thirty (30) days after receipt of invoice. Account balances over 15 days past due will be charged a service charge of the lesser of 1-1/2% per month of the outstanding balance or the maximum permitted by law. All duties, taxes and levies (excluding taxes based on ECG's net income), if any, shall be borne by Client. ECG's professional service rates are subject to change upon thirty (30) day prior written notice.

Client shall be liable for payment to ECG for all services rendered or products delivered prior to the effective date of any termination.

5. Term

The term of this Agreement shall commence on the Effective Date, and continue until completion of the services provided for in this Agreement, unless terminated pursuant to Section 6, below.

6. Termination

This Agreement may be terminated by either party upon Thirty (30) days written notice if the other party breaches any material term or condition of the Agreement and such breach remains uncorrected for fifteen (15) days following written notice from the non-breaching party specifying the breach; the business of the other party terminates; enters into voluntary or involuntary bankruptcy proceedings or similar proceedings under state law; or becomes insolvent or makes any assignment for the benefit of creditors.

Upon termination of this Agreement for any reason, the parties shall have no further obligations pursuant to the terms of the Agreement except as set forth in Sections 4, 8, 9, 10, 11 and 12.

7. Change of Scope

At any time during the term of this Agreement, should Client desire ECG to provide any additional services in the form of a modification of or a change to the Services, ECG and Client shall comply with the following:

Submission of Request. Client shall submit to ECG in writing all requests by Client for any such additional services which alter, amend, enhance, add to, or delete from the Services and/or time and/or place of performance (hereinafter referred to as "Modification/Change Request" or "Request").

Acknowledgment Procedure. ECG will evaluate such Modification/Change Request at no additional charge

to Client as soon as possible but not later than three (3) working days following ECG's receipt of the Request. ECG's written response shall include the impact, if any, on the completion date and the change in costs, if any. ECG in its sole discretion may refuse to accept the Modification/Change Request. Should Client elect to authorize such Request, Client will, as soon as possible but not later than three (3) working days, authorize ECG to perform the requested Modification/Change Request by returning a duly authorized copy of the Request to ECG.

Performance. Upon such authorization by Client of the Modification/Change Request, ECG will commence performance in accordance with such Request immediately. ECG shall not be obligated to perform any additional services in advance of written authorization from Client.

Binding Agreement. For the purposes of this Agreement, each Modification/Change Request duly authorized in writing by Client and agreed to by ECG shall be deemed incorporated into and part of this Agreement and each such Request shall constitute a formal amendment to this Agreement adjusting fees and completion date as finally agreed upon for each authorized Modification/Change Request. In no event shall the Services be deemed altered, amended, enhanced, or otherwise modified except through written authorization by Client of a Modification/Change Request and acceptance by ECG, all in accordance with this Section 7.

8. Non-Exclusive Agreement; Confidentiality

8.1 Non-Exclusivity. ECG shall retain the right to perform work of any kind for others during the term of this Agreement.

8.2 Confidentiality. Each party agrees to afford the other party's Proprietary Information the same degree of protection against unauthorized use or disclosure as each party normally provides for its own proprietary information (which protection shall not in any case be less than reasonable), provided that each party's obligations hereunder shall not apply to information which (i) is known to the receiving party at the time of disclosure by the disclosing party; (ii) is now or hereafter in the public domain through no fault of the receiving party; (iii) is developed independently by the receiving party; (iv) is generally known or available through third parties without restriction; and (v) is inadvertently disclosed by the receiving party despite the same and reasonable degree of protection against unauthorized use or disclosure which the receiving party normally provides for its own proprietary information. The term "Proprietary Information" shall mean documented information which at the time of its disclosure to the receiving party is identified as Proprietary by an appropriate stamp or legend. For purposes of this Agreement, orally disclosed information shall not be considered proprietary.

9. Ownership of Intellectual Property

9.1 All right, title and interest in and to any pre-existing copyrightable works and trademarks of Client shall remain the property of Client, whether or not supplied to ECG.

9.2 Client agrees that any and all ideas, concepts, or other intellectual rights and property containing in any way the techniques, knowledge or processes of the ECG services or ECG products provided under this Agreement and other related ECG agreements, whether or not developed for Client, are the exclusive property of ECG. ECG shall have the sole and exclusive right, title and ownership in and to the said technology. This section 9 shall survive any termination of this Agreement.

9.3 Notwithstanding the foregoing Section 9.2, upon payment of all of the fees hereunder and subject to the other agreements which Client may have with ECG, Client is granted a non-exclusive, perpetual, royalty-free license to use the work product resulting from the professional services rendered hereunder by ECG for Client.

9.4 Client's interest in and obligations with respect to any programming, materials or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of ECG, shall be determined in accordance with the agreements and policies of such vendors.

10. Indemnification for Client Content

As part of the Professional Services, ECG may be requested by Client to include in its services certain materials or content, including copyrights and trademarks, furnished and provided by Client.

Client agrees to indemnify and hold harmless ECG for any claims, losses or damages (including reasonable attorney's fees and costs) for any third party claims that said Client materials (whether or not incorporated into the Project or used by ECG) infringed upon the copyrights, trademarks, trade dress, publicity rights, privacy rights and other rights of others or are in violation of law.

Disclaimer of Warranties

THE PRODUCTS AND SERVICES HEREUNDER ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES. THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE Client. THIS DISCLAIMER OF WARRANTY EXTENDS TO Client AND TO Client'S ClientS OR USERS OF ITS PRODUCTS AND SERVICES AND IS IN LIEU OF ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT WITH RESPECT TO THE PRODUCTS AND SERVICES.

Limitation of Liability

EXCEPT FOR Client'S INDEMNITY OBLIGATIONS IN SECTION 10 AND EXCEPT FOR LIABILITY FOR PERSONAL INJURY AND PHYSICAL PROPERTY DAMAGE, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO SUCH DAMAGES ARISING FROM BREACH OF CONTRACT OR WARRANTY OR FROM NEGLIGENCE OR STRICT LIABILITY), OR FOR INTERRUPTED COMMUNICATIONS, LOST DATA, LOST PROFITS, LOST SAVINGS, OR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE LIABILITY OF ECG (INCLUDING ALL PERSONS EMPLOYED BY ECG IN PERFORMING ANY OBLIGATIONS OF THIS AGREEMENT) FOR ANY CLAIMS ARISING FROM THIS AGREEMENT SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT OF SERVICE FEES PAID TO ECG FOR THE SERVICES TO WHICH THE LIABILITY IS ATTRIBUTABLE.

11. Federal Educational Privacy Rights Act ("FERPA")

This Section 11 documents the terms under which Client is authorized to release to ECG personally identifiable student information pursuant to this Agreement, and to designate ECG as the authorized representative of Client consistent with applicable federal and state laws concerning access to and confidentiality of student record information, including FERPA. As described herein, ECG, as Client's authorized representative, may have temporary access to data in the custody of Client and provided by Client to ECG for use performing the services identified in this Agreement and any addenda to it. The specific information that Client will provide to ECG pursuant to this Agreement may include the following: (a) the names of all students enrolled or intending to enroll at Client; (b) the grade of each student enrolled or intending to enroll at Client; (c) the address and school district of residence of each student enrolled or intending to enroll at Client; and (d) such other student information as Client deems necessary for ECG to perform the services contemplated pursuant to this Agreement (collectively, the "Project Information").

Authority. Consistent with FERPA, Client may disclose personally identifiable information from students' education records to its authorized representative without consent for use in studies initiated or approved by Client in connection with an audit or evaluation of Federal or State supported education programs; or enforcement of, or compliance with, Federal legal requirements relating to such programs pursuant to 34

CFR § 99.31(a)(3), 20 U.S.C. § 1232g(b)(3). Client may also disclose personally identifiable information to its authorized representative without written consent for the purpose of conducting studies on behalf of Client in order to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction, pursuant to 34 CFR § 99.31(a)(6)(i) and §§ 99.35; 20 U.S.C. § 1232g(b)(1)(F).

Client hereby designates the ECG as its authorized representative for the purposes of disclosing Project Information, as described herein.

12. General Provisions

12.1 **Independent Contractors.** The relationship between both parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such relationship upon either party.

12.2 **Governing Law & Jurisdiction**. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of California, without reference to conflict of law principles. The parties hereby expressly consent to the jurisdiction and venue of the federal and state courts within the state of California. Each party hereby irrevocably consents to the service of process in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to such party at its address set forth in the preamble of this Agreement, such service to become effective thirty (30) days after such mailing.

12.3 **Entire Agreement.** This Agreement, including the attached exhibits, constitutes the entire Agreement between both parties concerning this transaction, and replaces all previous communications, representations, understandings, and Agreements, whether verbal or written between the parties to this Agreement or their representatives. No representations or statements of any kind made by either party, which are not expressly stated in this Agreement, shall be binding on such parties.

13.4 **All Amendments in Writing.** No waiver, amendment or modification of any provisions of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom such waiver, amendment or modification is sought to be enforced. Furthermore, no provisions in either party's purchase orders, or in any other business forms employed by either party will supersede the terms and conditions of this Agreement.

12.5 **Notices.** Any notice required or permitted by this Agreement shall be deemed given if sent by registered mail, postage prepaid with return receipt requested, addressed to the other party at the address set forth in the preamble of this Agreement or at such other address for which such party gives notice hereunder. Delivery shall be deemed effective three (3) days after deposit with postal authorities.

12.6 **Costs of Legal Action.** In the event any action is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

12.7 **Inadequate Legal Remedy.** Both parties understand and acknowledge that violation of their respective covenants and Agreements may cause the other irreparable harm and damage, that may not be recovered at law, and each agrees that the other's remedies for breach may be in equity by way of injunctive relief, as well as for damages and any other relief available to the non-breaching party, whether in law or in equity.

12.8. **Arbitration.** Any dispute relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration. Arbitration shall be conducted in [County],

[State] in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. ECG and [Client] intend that this Agreement to arbitrate be irrevocable.

12.8 **Delay is Not a Waiver.** No failure or delay by either party in exercising any right, power or remedy under this Agreement, except as specifically provided in this Agreement, shall operate as a waiver of any such right, power or remedy.

12.9 **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party (a "Force Majeure Event"), the party who has been so affected shall give notice immediately to the other party and shall use its reasonable best efforts to resume performance. Failure to meet due dates resulting from a Force Majeure Event shall extend such due dates for a reasonable period. However, if the period of nonperformance exceeds sixty (60) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement effective immediately upon such notice or at such later date as is therein specified.

12.10 **Assignability & Binding Effect**. Except as expressly set forth within this Agreement, neither party may transfer or assign, directly or indirectly, this Agreement or its rights and obligations hereunder without the express written permission of the other party, not to be unreasonably withheld; provided, however, that both parties shall have the right to assign or otherwise transfer this Agreement to any parent, subsidiary, affiliated entity or pursuant to any merger, consolidation or reorganization, provided that all such assignees and transferees agree in writing to be bound by the terms of this Agreement prior to such assignment or transfer. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

12.10 **Non-Assignability & Binding Effect**. Except as otherwise provided for within this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written permission of the other. Any such assignment is deemed null and void.

12.11 **Certain Sections Invalid.** If any provisions of this Agreement are held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted and the remaining provisions of this Agreement shall remain in full force and effect.

12.13 **Headings.** The titles and headings of the various sections and sections in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement.

12.14 **Survival of Certain Provisions.** The warranties and the indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

///
///
///

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

ECG:

Alicia Anderson, COO

June 24, 2025
Date

ECS:

Derek King, Ed.D., Superintendent

June 24.2025
Date

EXHIBIT A

ECG Professional Services Project Proposal

- Financial and accounting functions, including accounts payable and receivable, purchasing, reconciliation, payroll and financial reporting requirements and audit compliance, human resources, facility maintenance and management, information technology support.
- Other Services TBD
- The monthly average fee statement, subject to any additional work performed according to Section 4, shall be 13% of LCFF amount estimated at $392,692.33 per month, plus any labor and benefit costs specific to client-requested projects.



Insurance Policy

2025 - 2026

MEMORANDUM OF COVERAGE



MEMORANDUM OF COVERAGE ("MOC")

DECLARATION

I.	**NAMED MEMBER:**	**EEC, dba Excelsior Charter School** 15505 Civic Drive Victorville, CA 92392
II.	**PERIOD OF COVERAGE:**	July 1, 2025 to July 1, 2026 at 12:01 a.m. local standard time.
III.	**MOC NUMBER:**	CCSJPA-MOC-2025-26
IV.	**COVERAGE:**	General Liability, Employee Benefits Liability, Educator's Legal Liability, Childhood Sexual Assault, Child Abuse or Neglect Liability, Employment Practices Liability or Third-Party Liability, Law Enforcement Activities Liability, Automobile Liability, Automobile Physical Damage, Excess Reinsurance, Directors & Officers Liability, Fiduciary Liability, Workers' Compensation, Student Accident, Property, Additional Program Coverages
V.	**LIMITS OF COVERAGE:**	See SCHEDULE OF LIMITS
VI.	**DEDUCTIBLES:**	See SCHEDULE OF LIMITS
VII.	**RETROACTIVE DATES:**	Directors & Officers Liability: 07/01/2011 Employment Practices Liability or Third-Party Liability: 07/01/2011 Fiduciary Liability: 07/01/2012 Childhood Sexual Assault, Child Abuse or Neglect Liability: 07/01/2021

VIII. FORMS ATTACHED HERETO AND SPECIAL CONDITIONS:

CCSJPA-MOC-2025-2026 and agreed Endorsements attached.

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SCHEDULE OF LIMITS

Effective Date: July 1, 2025 12:01 AM - July 1, 2026 12:00 AM
Named Member:
EEC, dba Excelsior Charter School
15505 Civic Drive
Victorville, CA 92392

Coverage Provided by (CP):
Coverage Provider Addendum is available upon request. Please reach out to your CharterSAFE primary representative.

Core Liability Program

Coverage Limits: $55,000,000 Per Named Member Aggregate

The Core Liability Program breaks down as follows:

CP	COVERAGES	SCHEDULE OF LIMITS
A, S	**Directors & Officers, Employment Practices, and Fiduciary Liability***	
	Directors & Officers Liability (D&O) and Company Liability — **Deductible**: $15,000.00 per claim; **Continuity Date**: 07/01/2011	**$5,000,000 per claim and Named Member aggregate**
	Employment Practices Liability (EPL) — **Deductible**: $100,000.00 per claim; **Continuity Date**: 07/01/2011	**$5,000,000 per claim and Named Member aggregate**
	Wage & Hour Wrongful Act Defense Sublimit	$250,000 per claim sublimit
	Immigration Wrongful Act Defense Sublimit	$100,000 per claim sublimit
	Fiduciary Liability — **Deductible**: $0.00; **Continuity Date**: 07/01/2012	**$1,000,000 per claim and Named Member aggregate**
A, G, H, O	**General Liability** — **Deductible**: $2,500 per occurrence for losses arising out of participation in *High-Risk Activities*****	**$5,000,000 per occurrence and Named Member aggregate**
	Premises Medical Payment Sublimit	$10,000 per person sublimit $50,000 per occurrence sublimit
	Products and Completed Operations	$5,000,000 per occurrence and Named Member aggregate
	Fire Legal/Damage to Premises Rented Sublimit	$1,000,000 per occurrence sublimit
A, G, H, O	**Employee Benefits Liability** — **Deductible:** $0	**$5,000,000 per occurrence and Named Member aggregate**
A, G, H, O	**Educator's Legal Liability** — **Deductible**: $2,500 per occurrence	**$5,000,000 per occurrence and Named Member aggregate**
	Special Education Program Legal Expense Coverage - Reimbursement Sublimit — **Deductible**: $7,500 per occurrence	$50,000 per occurrence/aggregate Reimbursement Sublimit $5,000,000 CharterSAFE Members' Combined Annual Aggregate

A	**Childhood Sexual Assault Liability*** **Deductible**: $0 if school completes training mandate** $125,000 if school does not complete training mandate** **Retroactive Date**: 07/01/2021	**$5,000,000 per claim and Named Member aggregate**

***Training Mandate**
Members must complete the CharterSAFE Mandated Reporter Training in compliance with State and Federal requirements. Should a loss occur, if all employees involved, including mandated reporters, respectively completed the CharterSAFE Mandated Reporter Training, the deductible is waived. If not all employees involved completed the CharterSAFE Mandated Reporter Training, there is a $125,000 deductible.

CLAIM means: All notices or **SUITS** demanding payment of money based on, or arising out of the same **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** or series of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** by one or more persons. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

A, G, H, O	**Law Enforcement Activities Liability** **Deductible:** $0	**$5,000,000 per occurrence and Named Member aggregate**

A, G, H, O	**Automobile** Includes Autos scheduled with CharterSAFE, non-owned autos and hired autos	
	Auto Liability **Deductible:** $0	**$5,000,000 per occurrence and Named Member aggregate**
	Uninsured/Underinsured Sublimit	$1,000,000 per occurrence sublimit
	Automobile Medical Payment Sublimit	$10,000 per person sublimit $50,000 per occurrence sublimit
	Auto Physical Damage **Deductible**: $1,000 per occurrence for Hired Auto Physical Damage	**$2,000,000 per occurrence and Named Member aggregate**

W	**Excess Liability - SELF** **Coverage:** SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with separate terms, conditions, and exclusions. You can access SELF's information at www.selfjpa.org.	**$50,000,000 per occurrence/claim and Named Member aggregate** as outlined by the SELF Memorandum of Coverage. This coverage is excess of the $5M limits above to total a limit of $55M.

Crime

A, I	**Crime** Monies and Securities, Computer & Funds Transfer Fraud, Forgery or Alteration **Deductible:** $2,500 per occurrence	**$1,000,000 per occurrence and Named Member aggregate**
	Employee Dishonesty **Deductible:** $5,000 per occurrence	

Property

A, B, C, D, F, J, K, L, N, P, T, U, V	**Property** **Valuation:** Replacement Cost **Deductible**: $1,000 per occurrence **Water Damage Deductible:** $2,500 per occurrence **Wildfire Deductible:** $10,000 per occurrence	**As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence and CharterSAFE members' combined annual aggregate**
	Building, Tenant Improvements and Betterments, and Portables Personal Property - Contents & Electronic Data Processing Boiler and Machinery / Equipment Breakdown	Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.
	Builder's Risk - Separately scheduled with CharterSAFE as applicable	**See "Exposures & Locations" section**
	Business Interruption Sublimit	$10,000,000 per occurrence sublimit
	Extra Expense Sublimit	$5,000,000 per occurrence sublimit

Student & Volunteer Accident

A, Q	**Student Accident and Volunteer Accident** **Deductible:** $0 for non *High-Risk Activities***** $2,500 per incident for losses arising out of participation in *High-Risk Activities*****	
	Student Accident	**$50,000 per injury/accident** **104 weeks benefit period**
	Volunteer Accident	**$25,000 per injury/accident** **104 weeks benefit period**

Additional Program Coverages

A, C	**Pollution Liability and First Party Remediation*** **Deductible:** $10,000 per pollution condition	**$1,000,000 per pollution condition** **$5,000,000 CharterSAFE Members' combined annual aggregate** Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.

A, M	**Terrorism** Terrorism Property **Deductible:** $1,000 per occurrence Total insured Value (Building Value + Tenant Improvements + Portables + Content Value + EDP)	**As scheduled with CharterSAFE subject to the maximum limit of $100,000,000 per occurrence and CharterSAFE Members' combined annual aggregate.** **See "Exposures & Locations" section** Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.
	Terrorism Liability Sublimit* **Deductible:** $0	$5,000,000 per occurrence and CharterSAFE Members' combined annual aggregate Sublimit

A, E	**Cyber Liability*** **Level 2 Deductible:** $25,000 per claim Ransomware Sublimits (Inclusive within Cyber Liability Coverages) Qualification Level 2 $250,000 ransom payment sublimit $1,000,000 ransomware limit	**$1,000,000 per claim and aggregate** **$5,000,000 CharterSAFE Members' combined annual aggregate** If a Named Member is controlled or managed by a single entity, group or board of directors, or governed under the terms of a common charter or set of bylaws, or has data under its care, custody and control in a shared network environment with any other Named Member they will share a single limit.

A, C	**Deadly Weapons Protection** **Deductible:** $10,000 per event Medical expenses, accidental death and dismemberment, crisis management, counselling services, and funeral expenses sublimits apply, as outlined in the policy.	**$500,000 per deadly weapon event** **$2,500,000 CharterSAFE Members' combined annual aggregate** Coverage will be provided to locations scheduled and appropriately valued with CharterSAFE.

Workers' Compensation

A, H, R	**Workers' Compensation** Workers' Compensation **Workers' Compensation rate:** $1.157 per $100 of payroll	**Statutory**
	Employer's Liability	**$5,000,000 per accident** **$5,000,000 per disease per employee** **$5,000,000 per disease policy limit**

* Claims-Made coverage. Coverage applies only to claims made against the Named Member during the Period of Coverage and Reported within sixty (60) days after policy expiration.

**** A list of High-Risk Activities is available at www.chartersafe.org or you may contact Kim Alonzo (kalonzo@chartersafe.org / 818-394-6532) from CharterSAFE's Risk Management team.

The Evidence of Coverage Bound is issued as a matter of information only to Named Members for their internal use and confers no rights upon any viewer of this Evidence of Coverage Bound other than those provided for in the Memorandum of Coverage and/or applicable policies. This Evidence of Coverage Bound does not amend, extend, or alter the coverage described within the Memorandum of Coverage and/or applicable policies and may only be copied, printed, used, and viewed by the Named Member. Any other use, duplication, or distribution of this Evidence of Coverage Bound without the prior written consent of CharterSAFE is prohibited.

GENERAL COVERAGE DECLARATIONS

The California Charter Schools Joint Powers Authority ("**CCS JPA**") DBA CharterSAFE is a pooled self-insurance program for elective members. **CCS JPA** is formed pursuant to the provisions of California Government Codes Section 989, *et seq.*, as amended, and through the Bylaws, Joint Powers Authority Agreement and **CCS JPA** policies approved by its Board of Directors. The purpose of **CCS JPA** is to provide a self-insurance fund for liability and Workers' Compensation coverages, to offer the benefit of group purchasing for other lines of coverage, and to assist **NAMED MEMBERS** in controlling costs by providing specialized risk management services and systems.

The purpose of this Memorandum of Coverage ("MOC") is to describe the coverages provided to **NAMED MEMBERS**. It is the intent of **CCS JPA** that in order for a **NAMED MEMBER** to be afforded coverage under this MOC, the **NAMED MEMBER** must be in full compliance with those policies adopted by the **CCS JPA** Board of Directors.

It is the intent of **CCS JPA** to provide the coverage outlined in this MOC to each **NAMED MEMBER** and those who work for them, or on their behalf, in accordance with the laws of the State of California. This MOC is not now, nor has it ever been, a contract of liability insurance coverage and, in accordance with California Government Code Section 990.8(c), it is not a contract of insurance, nor is it to be construed as such, notwithstanding the inclusion or use of terms of art or phrases commonly used by, or within, the commercial insurance industry. Rather, as stated hereinabove, this MOC provides for pooled self-insurance.

This MOC was created to reduce misunderstandings regarding coverage, to avoid and resolve coverage disputes, to clarify responsibilities regarding claims, and to provide the **NAMED MEMBERS** with a document that identifies what is and is not covered. The terms of this MOC are to be construed in an evenhanded fashion in accordance with the principles of California contract law, giving full effect to the intent of the **NAMED MEMBERS** and **CCS JPA's** Board of Directors in adopting it. If the language of this MOC is alleged to be ambiguous or unclear, the issue of how coverage should apply shall be resolved in a manner most consistent with the relevant terms of this MOC without regard to the authorship of the language and without any presumption of arbitrary interpretation or construction in favor of either the **NAMED MEMBER** or **CCS JPA**. This MOC embodies the complete agreement and supersedes any prior agreements, representations or discussions, whether written or oral. Any changes to this MOC shall be made in accordance with the policies established by **CCS JPA's** Board of Directors and in compliance with **CCS JPA's** Bylaws.

Certain provisions in this MOC restrict coverage. The entire MOC should be read carefully to determine **NAMED MEMBER's** rights and duties, coverage terms and conditions and to determine what is and is not covered.

With the exception of headings, various terms as used herein which are in bold face type and capitalized are defined within the MOC or appear on the Declaration Page of this MOC.

Any reference to "section" is to a section of this MOC unless otherwise stated.

Any reference to **CCS JPA's** Bylaws, officially approved Board policies and/or California law include any amendments thereto.

CCS JPA'S LIMITS OF LIABILITY

1. **Non-Cumulation of Limits.** An **OCCURRENCE** with a duration of more than one **PERIOD OF COVERAGE** shall be treated as a single **OCCURRENCE** arising during the **PERIOD OF COVERAGE** when the **OCCURRENCE**, **WRONGFUL ACT** or **ACCIDENT** first begins, and the liability of **CCS JPA** under this MOC shall not accumulate from year to year, or from one **PERIOD OF COVERAGE** to another.

2. **Annual AGGREGATE LIMITS.** If an annual **AGGREGATE LIMIT** applies to any coverage under this MOC, the **OCCURRENCE LIMIT** for such coverage under this MOC combined during the **PERIOD OF COVERAGE** shall not exceed the **AGGREGATE LIMIT** as stated in the SCHEDULE OF LIMITS.

3. **Multiple Lines Loss.** In the event an **OCCURRENCE**, **WRONGFUL ACT** or **ACCIDENT** involves more than one line of coverage, only one **OCCURRENCE** or **ACCIDENT LIMIT** shall apply. The line of coverage with the highest **OCCURRENCE** or **ACCIDENT LIMIT** stated in the SCHEDULE OF LIMITS shall apply, including any applicable **DEDUCTIBLE**.

4. **Multiple CLAIMS or SUITS.** All incidents, **CLAIMS** or **SUITS** arising out of a single **OCCURRENCE, WRONGFUL ACT, EMPLOYMENT PRACTICES WRONGFUL ACT, THIRD-PARTY WRONGFUL ACT, CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT,** or **ACCIDENT,** or series of related **OCCURRENCES, WRONGFUL ACTS, EMPLOYMENT PRACTICES WRONGFUL ACTS, THIRD-PARTY WRONGFUL ACTS, CHILDHOOD SEXUAL ASSAULTS, CHILD ABUSE OR NEGLECT,** or **ACCIDENTS** shall be treated as a single **CLAIM** or **SUIT**. The **OCCURRENCE** or **ACCIDENT LIMIT** and/or **AGGREGATE LIMIT** shown in the SCHEDULE OF LIMITS, subject to the terms and conditions of this MOC, establish the most **CCS JPA** shall pay regardless of the number of:
   a. **COVERED PARTIES** or **ADDITIONAL COVERED PARTIES**;
   b. **CLAIMS** made or **SUITS** brought;
   c. Locations involved;
   d. Persons or organizations making **CLAIMS** or bringing **SUITS**; or
   e. **AUTOMOBILES** involved.

5. **Non-duplication of Coverage Benefits.** No individual or entity entitled to benefits under any coverage of this MOC shall recover duplicate benefits for the same elements of loss under other coverage of this MOC, or other policies written by **CCS JPA**.

GENERAL DEFINITIONS

1. **ACCIDENT** means an unforeseen, unintended or unexpected event or happening, including continuous and repeated exposure to substantially the same harmful conditions.

2. **ADDITIONAL COVERED PARTY** means any person, organization, trustee, or estate to whom, or to which the **NAMED MEMBER** is obligated by virtue of a written contract or agreement which is executed prior to an **OCCURRENCE** to provide coverage as is afforded by this MOC, but only with respects to operations or services performed by, or on behalf of, the **NAMED MEMBER**. The coverage afforded to such **ADDITIONAL COVERED PARTY** shall be no broader than the coverage and limits afforded by this MOC or required by written contract or agreement, whichever is less, and is subject to all the terms, conditions and exclusions of this MOC. **ADDITIONAL COVERED PARTY** does not include a sponsoring district of a **NAMED MEMBER** unless obligated by virtue of a **NAMED MEMBER CONTRACT** or written contract or agreement to provide insurance or coverage such as is offered by this MOC, and subject to the limitations on coverage provided in such written contract or written agreement.

3. **AGGREGATE LIMITS** mean the maximum amount shown in the SCHEDULE OF LIMITS in the DECLARATIONS for which **CCS JPA** shall be liable during a single **PERIOD OF COVERAGE**, regardless of the number of covered **CLAIMS, SUITS,** or **COVERED PARTIES** or **ADDITIONAL COVERED PARTIES**.

4. **BODILY INJURY** means physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, or disability resulting therefrom.

5. **CCS JPA** means the California Charter Schools Joint Powers Authority.

6. **CHILD ABUSE OR NEGLECT** means as defined in California Penal Code Article 2.5 Child Abuse and Neglect Mandated Reporting Act, Section 11164-11174.3 and any amendments therto.

7. **CHILDHOOD SEXUAL ASSAULT** means any actual, attempted, or alleged act or threat, by one or more persons, of wrongful conduct or wrongful act(s) involving sexual obscene conduct against, to, or with a minor or with an actively enrolled student of a **NAMED MEMBER**. Wrongful conduct and acts, whether actual or simulated include but are not limited to, sexual conduct or misconduct as defined in the California Code of Civil Procedure 340.1(d) or any amendments thereto, including any future amendments enforced retroactively.

8. **CLAIM** means a notice or demand made by a person or entity upon a **COVERED PARTY** to recover **DAMAGES**. **CLAIM** may be further defined in each coverage section.

9. **COMMUNICABLE DISEASE** means a disease, illness, or condition directly or indirectly based upon, caused by, arising out of, relating or attributable to, in whole or in part, any actual, alleged, direct or indirect contact with or exposure to any **INFECTIOUS AGENT**.

10. **COVERED PARTY** means:
    a. The **NAMED MEMBER** including all schools under which the **NAMED MEMBER** operates;
    b. Past, present or future officials, members of the **NAMED MEMBER'S** boards or commissions, trustees, directors, officers, **VOLUNTEERS**, student teachers, or **EMPLOYEES** of the **NAMED MEMBER**, all while acting within the scope of their duties, and while acting at the direction of, and performing services for, or on behalf of, the **NAMED MEMBER**. With respects to student teachers, the coverage provided under this MOC shall be excess and non-contributory to any other applicable coverage; or
    c. **CCS JPA** approved subsidiaries, affiliates, and supporting organizations of the **NAMED MEMBER** listed on the DECLARATIONS page of this MOC. But only to the extent such entities are performing services for, or on behalf of, the **NAMED MEMBER** pursuant to a written contract.
    d. The **NAMED MEMBER's** students, but only while participating in activities required by the **NAMED**

MEMBER for completion of course work in approved academic fields and while acting solely within the scope of their duties as authorized by the **NAMED MEMBER** to provide services to third parties and while serving in a supervised internship as part of their educational program.

11. **DAMAGES** mean monetary compensation which a **COVERED PARTY** is legally obligated to pay as a result of a **CLAIM** or **SUIT** arising from an **OCCURRENCE** to which this MOC applies.

DAMAGES do not include any of the following, unless otherwise defined in this MOC:

a. Fines or penalties imposed by law, including punitive damages, multiples of damages, or exemplary damages;
b. **DECLARATORY RELIEF**, injunctive or equitable relief, or quasi-judicial or administrative orders;
c. Repayment of any tax or assessment that was wrongfully obtained, or any interest on such tax or assessment;
d. Amount paid or payable for the purchase or permanent acquisition of property or property rights, or for the right to permanently enforce an ordinance, regulation or restriction on the use of property;
e. Front pay, back pay, overtime, wages, or any other form of compensation that are routinely paid by a **NAMED MEMBER** to its **EMPLOYEES**;
f. The cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgement, settlement or governmental authority;
g. Amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
h. Disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing benefit payments;
i. The costs to modify or adapt any building or property to be accessible or accommodating, or to be more accessible or accommodating, to any disabled person;
j. The cost of creating or reinstating employment; or
k. Any amount for which the **NAMED MEMBER** is not financially liable or legally obligated to pay;
l. Monetary compensation sought or fees, costs, charges and reasonable and necessary expenses incurred by a third party in pursuit of a **CLAIM** or **SUIT** excluded under this MOC; or
m. The salaries, expense and administrative cost of **CCS JPA**, the **COVERED PARTY** or **CCS JPA's** Third-Party Claims Administrator**.**

12. **DECLARATORY RELIEF** means any **CLAIM** or **SUIT** requesting a court of competent jurisdiction to decide the rights and obligations of the parties to an action pursuant to the State of California or Federal statutes on **DECLARATORY RELIEF**.

13. **DEDUCTIBLE** means that portion of the loss for which the **NAMED MEMBER** is financially responsible subject to all of the terms and conditions of this MOC.

14. **DEFENSE COSTS** mean allocable attorney fees, costs, expenses and other fees incurred in connection with the investigation, adjustment, defense and appeal of a **CLAIM** or **SUIT** covered hereunder, including arbitration, mediation, or other dispute resolution process in which the **COVERED PARTY** participates with **CCS JPA**'s consent. **DEFENSE COSTS** do not include the office expenses or unallocated loss adjustment expenses of **CCS JPA** or the **COVERED PARTY,** nor the salaries of the employees or officials of **CCS JPA** or its Third-Party Claims Administrator.

15. **E.E.O.C.** means the Equal Employment Opportunity Commission.

16. **EMPLOYEE** means a current or former elected or appointed official, or a person employed or formerly employed for wage or salary, while acting in the course and scope of their duties for the **NAMED MEMBER**. The term **EMPLOYEE** shall not mean a **VOLUNTEER** or any person acting in the capacity of a broker, commission merchant, consignee, contractor, independent contractor or their agent,

representative or employee.

17. **EMPLOYMENT PRACTICES CLAIM** means:
    a. A written demand against a **COVERED PARTY** for **DAMAGES** or other relief;
    b. A civil, judicial, administrative, regulatory or arbitration proceeding or a formal governmental investigation against a **COVERED PARTY** seeking **DAMAGES** or other relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom;
    c. A civil proceeding against a **COVERED PARTY** before the Equal Employment Opportunity Commission or any similar Federal, state, or local governmental body, commenced by the filing of a notice of charges, investigative order or similar document; or
    d. A criminal proceeding brought for an **EMPLOYMENT PRACTICES WRONGFUL ACT** in a court within the **TERRITORY** against a **COVERED PARTY**, commenced by a return of an indictment or similar document, or receipt or filing of a notice of charges.

18. **EMPLOYMENT PRACTICES WRONGFUL ACT** means any actual or alleged
    a. Violation of any common or statutory Federal, state, or local law prohibiting any kind of employment-related discrimination;
    b. Harassment, including any type of sexual or gender harassment as well as racial, religous, sexual orientation, pregnancy, disability, age, or national origin-based harassment, or unlawful workplace harassment, including workplace harassment by any non-employee;
    c. Abusive or hostile work environment;
    d. Wrongful discharge or termination of employment, whether actual or constructive;
    e. Breach of an actual or implied employment contract;
    f. Wrongful deprivation of a career opportunity, wrongful failure or refusal to employ or promote, or wrongful demotion;
    g. Employment-related defamation, libel, slander, disparagement, false imprisonment, misrepresentation, malicious prosecution, or invasion of privacy;
    h. Wrongful failure or refusal to adopt or enforce workplace or employment practices, policies or procedures, solely as respects employment-related discrimination or harassment;
    i. Wrongful discipline;
    j. Employment-related wrongful infliction of emotional distress, mental anguish, or humiliation;
    k. **RETALIATION**;
    l. Negligent evaluation; or
    m. Negligent hiring or negligent supervision of others in connection with a. through l. above, but only if employment-related and claimed by or on behalf of any **EMPLOYEE** and only if committed or allegedly committed by a **COVERED PARTY** in their capacity as such.

19. **ERROR OR OMISSION** means the failure to execute the required actions or mistaken actions committed by a **COVERED PARTY** and the liability arising out of a **WRONGFUL ACT** by a **COVERED PARTY** due to the negligent action or inaction, mistake, misstatement, error, neglect, inadvertence, or omission by a **COVERED PARTY** in the discharge of duties on behalf of a **NAMED MEMBER**.

20. **IMMIGRATION CLAIM** means any criminal investigation of a **COVERED PARTY** by any governmental agency for alleged hiring or harboring illegal aliens.

21. **IMMIGRATION WRONGFUL ACT** means any alleged violation(s) of the Immigration Control Act of 1986 or any other similar Federal or state laws or regulations.

22. **INFECTIOUS AGENT** means one or more of any bacteria, viruses, including diseases arising out of Coronavirus, e.g. COVID-19, MERS-CoV, SARS-CoV, and any other group of related viruses, markers, microbial agents, microorganisms, biological organisms, parasites, insects, protozoa, or any other source, combination, variant, or mutation thereof, capabale of transmission or spreading by any means from any source, which can cause or threaten bodily injury, illness, emotional distress, damage to human welfare or property damage.

23. **INJUNCTIVE RELIEF** means any **CLAIM** or **SUIT** forbidding the **COVERED PARTY** to do some act, which the **COVERED PARTY** intends or is attempting to commit, or restraining the **COVERED PARTY** in the continuance of an act, or requiring the **COVERED PARTY** to undertake an action.

24. **NAMED MEMBER** means the entity listed in Item I on the DECLARATIONS page of this MOC and registered ficticious business names or doing business as (DBAs) under which the **NAMED MEMBER** operates.

25. **NAMED MEMBER CONTRACT** means:

a. That part of any contract or agreement pertaining to the **NAMED MEMBER**'s business under which the **NAMED MEMBER** assumes the tort liability of another party to pay for **BODILY INJURY** or **PROPERTY DAMAGE** to a third person or organization. Tort liability means liability that would be imposed by law in the absence of any contract or agreement. For purposes of this definition, **NAMED MEMBER** includes only the parties and entities described in Section 9 a. and c. above.

NAMED MEMBER CONTRACT does not include that part of any contract or agreement:

(1) That indemnifies any person or organization for damage by fire or explosion to premises while rented or leased to the **NAMED MEMBER**;
(2) That indemnifies a railroad for **BODILY INJURY** or **PROPERTY DAMAGE**;
(3) That indemnifies any person or organization under a railroad sidetrack agreement;
(4) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
   a) Preparing, approving, failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
   c) Under which a **COVERED PARTY**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **COVERED PARTY's** rendering or failure to render professional services, including those listed in (4) above, and supervisory, inspection, architectural or engineering activities.

26. **NEGLIGENT ACT** means the failure to use the degree of care exercised by a reasonable person in the same situation. All **CLAIMS** or **SUITS** based on or arising out of the same **NEGLIGENT ACT** or a series of related **NEGLIGENT ACTS** by one or more **COVERED PARTIES** shall be deemed one **OCCURRENCE** and subject to one **OCCURRENCE LIMIT.**

27. **OCCURRENCE** means an **ACCIDENT**, which results in **BODILY INJURY**, **PERSONAL INJURY** and/or **PROPERTY DAMAGE** during the **PERIOD OF COVERAGE**.

28. **OCCURRENCE LIMIT** means the total amount that **CCS JPA** or its reinsurers are legally obligated to pay for a single **OCCURRENCE** as set forth in the SCHEDULE OF LIMITS to this MOC. All **BODILY INJURY, PERSONAL INJURY** and/or **PROPERTY DAMAGE** arising out of an **ACCIDENT** and/or **OCCURRENCE** shall be deemed one **OCCURRENCE**. Only one **PERIOD OF COVERAGE**, one **DEDUCTIBLE**, and one **OCCURRENCE LIMIT** are applicable to any one **OCCURRENCE**.

29. **ORGANIC PATHOGEN** means any:
a. Bacteria; mildew, mold or other fungi; other microorganisms, microbial toxins; or mycotoxins, spores or other by-products of any of the foregoing;
b. Viruses or other pathogens (whether or not a microorganism); or
c. Colony or group of any of the foregoing.

30. **ORGANIC PATHOGEN CLAIM** means any **CLAIM** or **SUIT** seeking **DAMAGES** which would not have occurred in whole or in part but for the actual, alleged or threatened inhalation, ingestion, contact with, exposure to, discharge, dispersal, disposal, seepage, migration, release or escape of an **ORGANIC PATHOGEN**.

31. **PERIOD OF COVERAGE** means the length of time that this MOC is in force as stated in Item II on the Declaration page of this MOC.

32. **PERSONAL INJURY** means injury (other than **PROPERTY DAMAGE**), including consequential **BODILY INJURY** arising out of one or more of the following:
    a. False arrest, detention or imprisonment;
    b. Malicious Prosecution;
    c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
    d. Oral or written publication of material that slanders or libels a person, or organization or disparages a person's or organization's goods, products or services;
    e. Oral or written publication of material that violates a person's right of privacy;
    f. The use of another's advertising idea in your advertisement; or
    g. Infringing upon another's copyright, trade dress or slogan in your advertisement.

33. **POLLUTANTS** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, waste, and all other irritants or contaminants. Waste includes materials to be recycled, reconditioned or reclaimed.

34. **PREMISES** mean the entirety of the **NAMED MEMBER**'s real property, which is owned or occupied by the **NAMED MEMBER** for purposes of conducting its business.

35. **PROPERTY DAMAGE** means direct damage to or destruction or loss of property if caused by a covered **OCCURRENCE**, including all resulting loss of use of property, or **CLAIM** for inverse condemnation, excluding, however, damage to the property of the **COVERED PARTY**.

36. **RETALIATION** means any actual or alleged response of any **COVERED PARTY** to:
    a. The disclosure or threat of disclosure by an **EMPLOYEE** to a superior or to any governmental agency of any act by any **COVERED PARTY** where such act is alleged to be a violation of any Federal, state, or local law, whether common or statutory, or any rule or regulation promulgated thereunder;
    b. The actual or attempted exercise by an **EMPLOYEE** of any right that such **EMPLOYEE** has under law, including rights under any workers' compensation law, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;
    c. The filing of any **CLAIM** under the Federal False Claims Act or any similar Federal, state, or local "whistleblower" law or "whistleblower" provision of any law; or
    d. Any legally-protected **EMPLOYEE** work stoppage or slowdown.

37. **SUIT** means a civil proceeding in which **DAMAGES** are sought to which this coverage applies. **SUIT** includes arbitration or any other alternative dispute resolution proceeding alleging such **DAMAGES** to which the **COVERED PARTY** must submit or submits with **CCS JPA's** consent. **SUIT** does not mean a criminal proceeding against a **COVERED PARTY,** or any open meeting law proceeding.

38. **TERRITORY** means the coverage area provided under the MOC which applies worldwide for any **SUIT** brought and maintained in the United States, provided that California law shall apply to the determination of any **CLAIM** or **SUIT**, and apply to the interpretation of this MOC.

39. **TERRORIST ACTIVITY** means any deliberate, unlawful act that:

a. Is declared by any authorized governmental official to be or to involve terrorism, terrorist activity or acts of terrorism; or

b. Includes, involves, or is associated with the use or threatened use of force, violence or harm against any person, tangible or intangible property, the environment, or any natural resources, where the act or threatened act is intended, in whole or in part, to

(1) promote or further any political, ideological, philosophical, racial, ethnic, social, or religious cause or objective of the perpetrator or any organization, association or group affiliated with the perpetrator;

(2) influence, disrupt or interfere with any government related operations, activities or policies;

(3) intimidate, coerce or frighten the general public or any segment of the general public; or

(4) disrupt or interfere with a national economy or any segment of a national economy.

40. **THIRD-PARTY** means any natural person other than an **EMPLOYEE**.

41. **THIRD-PARTY CLAIM** means:

a. any written demand for damages or other relief against a **COVERED PARTY**;

b. a civil judicial, administrative, or arbitration proceeding against a **COVERED PARTY** seeking damages or other relief, including any appeal therefrom; or

c. brought by or on behalf of a **THIRD-PARTY** in their capacity as such.

42. **THIRD-PARTY WRONGFUL ACT** means any actual or alleged;

a. Harassment of a **THIRD-PARTY**, including but not limited to any type of sexual or gender harassment as well as racial, religious, sexual orientation, pregnancy, disability, age, or national origin-based harassment; or

b. Discriminiation against a **THIRD-PARTY**, including but not limited to any such discrimination on account of race, color, religion, age, disability, or national origin.

43. **VOLUNTEER** means an individual, including a student, who is not an **EMPLOYEE** of a **NAMED MEMBER**, and who donates his or her work and acts at the direction of and within the scope of duties determined by the **NAMED MEMBER**, and is not paid a fee, salary or other compensation by the **NAMED MEMBER** or anyone else for the work performed for the **NAMED MEMBER**.

44. **WAGE AND HOUR CLAIM** means:

a. A written demand against a **NAMED MEMBER** for damages or other relief; or

b. A civil, judicial administrative, regulatory or arbitration proceeding for a formal governmental investigation against a **COVERED PARTY** seeking damages or other relief, commenced by the service of a complaint or similar pleading, including any appeal therefrom, brought by or on behalf of one or more **EMPLOYEES** solely alleging any **WAGE AND HOUR WRONGFUL ACT**, including any class action or a collective action under 216(b) of the Fair Labor Standards Act or any similar Federal, state or local law.

45. **WAGE AND HOUR WRONGFUL ACT** means any actual or alleged violation(s) of :

a. The Fair Labor Standards Act of 1938 and amendments thereto, or any similar Federal, state or local law governing or relating to:

(1) The classification of **EMPLOYEES** for the purpose of determining **EMPLOYEES'** eligibility for compensation; or

(2) The payment of wages, including but not limited to the payment of overtime, minimum wages, on-call time, the donning and doffing of uniforms, rest and meal periods, reimbursement of expenses, and any other earnings, tips, reimbursement or compensation of **EMPLOYEES**.

b. Unfair business practices, unfair competition, conversion or public policy concerning, relating or arising out of any actual or alleged violations of those matters referenced in paragraph a.(1) or a.(2) above.

Provided, however, **WAGE AND HOUR WRONGFUL ACT** shall not include actual or alleged violations of the Equal Pay Act of 1963 and any amendments thereto.

46. **WATERCRAFT** means a vessel designed to transport persons or property in, through, or under water.

47. **WRONGFUL ACT** means any actual or alleged error or misstatement, omission, act of neglect or breach of duty due to misfeasance, and nonfeasance. All **CLAIMS** or **SUITS** based on or arising out of the same **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** by one or more **COVERED PARTIES** shall be deemed one **OCCURRENCE** and subject to one **OCCURRENCE LIMIT** of insurance.

GENERAL CONDITIONS

CCS JPA assumes no other obligation or liability to the **COVERED PARTY,** or **ADDITIONAL COVERED PARTY,** to indemnify or pay sums or perform acts or services unless explicitly provided under this MOC, except where coverage is provided to an **ADDITIONAL COVERED PARTY** as defined in this MOC. See also 9.c. below.

Unless otherwise stated, the following conditions are applicable to ALL Sections of this MOC.

1. **Assignment:** A **COVERED PARTY** shall not assign any rights and/or duties under this MOC without formal approval of **CCS JPA's** Board of Directors prior to such assignment. Further, any such approved assignment shall only be binding if allowable under California law.

2. **Bankruptcy** and **Insolvency:** In the event of the bankruptcy or insolvency of the **NAMED MEMBER,** or any entity comprising the **NAMED MEMBER, CCS JPA** shall not be relieved of the payment of any covered loss amounts hereunder because of such bankruptcy or insolvency, but **CCS JPA** shall be liable only to the same extent had there been no bankruptcy or insolvency. Bankruptcy or insolvency shall not relieve the **NAMED MEMBER** of its **DEDUCTIBLE** or retained limit.

3. **Cancellation** and/or **Termination:** Coverage under this MOC may be terminated by the **NAMED MEMBER** or **CCS JPA** pursuant to the provisions of **CCS JPA's** Bylaws, the California Charter Schools Joint Powers Authority Agreement, Article XIII and the CharterSAFE Premium Payment and Past Due Policy. As used herein, **NAMED MEMBER** shall mean the entity listed in Item I on the DECLARATIONS page.
    a. These cancellation or termination provisions include, but are not limited to, termination for non-payment of membership. Should the **NAMED MEMBER** fail toay any required payment for membrship in the **CCS JPA** for the policy year, the **CCS JPA** reserves the right to terminate the **NAMED MEMBER's** membership in the **CCS JPA**, effective July 1 at the inception of the **PERIOD OF COVERAGE**. In the event of membership termination, the **CCS JPA**, any insurer, or reinsurer provideing coverage to the **CCS JPA**, shall not be liable to the **NAMED MEMBER**, any **ADDITIONAL COVERED PARTY** or any other **COVERED PARTY** for any **CLAIM**, **SUIT**, **DAMAGES** or **DEFENSE COSTS** arising out of any **OCCURRENCE** after the date of termination, whether or not there is any knowledge of the **CLAIM** or **SUIT** by the **NAMED MEMBER**, **ADDITIONAL COVERED PARTY** or the **COVERED PARTY**.
    b. Once membership is terminated, an application to reapply for membership with the **CCS JPA** will be required.
    c. If the period of limitation relating to the giving of notice affecting such cancelaltion or termination is prohibited or made void by any law controlling the construction therof, such period shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

4. **Changes:** None of the provisions, conditions or other terms of this MOC shall be amended, waived or altered except by approval of **CCS JPA**.

5. **Concealment, Misrepresentation or Fraud.** Coverage under this MOC is voidable by **CCS JPA** if coverage was obtained by misrepresentation, fraud or concealment of material facts by a **COVERED PARTY** or its representatives. However, **CCS JPA** may elect, at its sole discretion, to void coverage only for the particular loss or claim which is affected by such misrepresentation, fraud or concealment.

6. **Conflict between Bylaws and MOC.** If at any time there is a conflict or ambiguity between **CCS JPA's** Bylaws and this MOC, the Bylaws shall control.

7. **Defense of CLAIM or SUIT. CCS JPA** has the right and duty to defend any **SUIT** or **CLAIM** against a **COVERED PARTY** claiming **DAMAGES,** for which coverage is afforded under this MOC**. CCS JPA** retains the right to investigate, negotiate, settle or deny any **CLAIM** or **SUIT** against a **COVERED PARTY** to the extent it asserts **CLAIMS** for **DAMAGES**, even if any of the allegations of the **CLAIM** or **SUIT** are groundless, false, or fraudulent. **CCS JPA** may investigate and/or settle, in its sole discretion and without

agreement of a **COVERED PARTY**, any covered **CLAIM** or **SUIT** against a **COVERED PARTY**, following review and consultation with the **NAMED MEMBER**. Any expenses incurred by **CCS JPA** in connection with its right and duty to defend shall be included within the MOC's limits of coverage as shown in the SCHEDULE OF LIMITS, **CCS JPA** retains the exclusive right to select counsel to defend any **CLAIM** or **SUIT** brought against a **COVERED PARTY** for which coverage is afforded under this MOC. **CCS JPA** will only be responsible for payment of that portion of a settlement or judgment which relates to **CLAIMS** or **SUITS** for which coverage is afforded under the terms of this MOC, provided, however, that **CCS JPA** shall not be obligated to pay any settlement or judgment or to defend any **CLAIM** or **SUIT** after the applicable **OCCURRENCE LIMIT** or **AGGREGATE LIMIT** has been exhausted.

8. **Dispute Resolution:** In the event of any dispute or difference of opinion arising with respect to the coverage provided under this MOC, including the actual amount to be paid, the rights and duties of the **COVERED PARTY** and **CCS JPA**, or the interpretation of this MOC, such dispute or difference of opinion shall be submitted to arbitration and such arbitration shall be governed by the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. One impartial arbiter shall be chosen by the **NAMED MEMBER** and **CCS JPA** by mutual agreement, or in the absence of such agreement, in accordance with the then-current procedures of the Judicial Arbitration and Mediation Services in Los Angeles County. The arbiter shall have a minimum of five (5) years of experience in working with public entity risk pools.

   a. Each party shall present its case to the arbitrator within thirty (30) days following the date of appointment of the arbitrator or as mutually agreed by the parties. The factual record shall be limited to the documentary evidence submitted, obtained or relied upon by **CCS JPA** during its administrative proceedings. No additional oral or written testimony or evidence may be submitted by **CCS JPA** or the **COVERED PARTY,** nor shall the arbitrator consider any oral argument by the parties. The arbiter shall be directed to consider the MOC as an agreement negotiated between and among parties of equal bargaining power, and not as a contract of adhesion. The decision of the arbitrator shall be final and binding on both parties. Judgment upon the final decision of the arbitrators may be entered in any court of competent jurisdiction.

   b. Each party shall jointly and equally bear with the other, expense of the arbitrator and of the arbitration, and each shall be responsible for their own expenses in preparing for and participating in the arbitration, including legal expenses, provided that upon the conclusion of the arbitration the prevailing party, as determined by the arbitrator, if any, shall be entitled to an award of reasonable expenses (including attorneys' fees) incurred in preparing for and participating in the arbitration, as well as the expense of the arbitrator. Arbitration proceedings shall take place in the County of Los Angeles, California.

9. **Duties after an OCCURRENCE, ACCIDENT, CLAIM or SUIT.**

   a. The **COVERED PARTY** and/or **ADDITIONAL COVERED PARTY** shall give notice, immediately or as soon as practicable, of an **OCCURRENCE**, **ACCIDENT**, **CLAIM** or **SUIT** or of circumstances that may reasonably result in a **CLAIM** or **SUIT** in compliance with any **CCS JPA** Claim Reporting Procedure. To the extent possible, Notice of Claim shall include:

      (1) How, when and where the **OCCURRENCE**, **ACCIDENT**, **CLAIM** or **SUIT** took place;
      (2) The names, addresses and telephone numbers of any injured persons and/or witnesses; or
      (3) The nature and location of any injury and/or damage arising out of the **OCCURRENCE**, **ACCIDENT**, **CLAIM** or **SUIT**.

   b. If a **CLAIM** is made, or **SUIT** is brought against any **COVERED PARTY** and/or **ADDITIONAL COVERED PARTY**, then each such party shall comply with **CCS JPA's** Claims Reporting Procedures, including but not limited to the following:

      (1) Immediately provide **CCS JPA** written notice of the **CLAIM** or **SUIT** at www.chartersafe.org;
      (2) Immediately send **CCS JPA** copies of any **CLAIMS, SUITS**, letters, demands, notices,

correspondence, summonses or legal papers received or obtained in connection with the **CLAIM** or **SUIT**;

(3) Authorize **CCS JPA** to obtain any and all records, including, but not limited to, personnel records, minutes of meetings, memoranda, correspondence, notes, financial records, email, electronic data, and other information requested;

(4) Cooperate with **CCS JPA** in the investigation, and/or defense of the **CLAIM** or **SUIT**, including but not limited to, attendance at legal proceedings, hearings and trials, strategy and/or planning meetings, if requested by **CCS JPA**; and

(5) Assist **CCS JPA**, upon its request, in the enforcement of any right against any person or organization, which may be liable to the **COVERED PARTY** because of injury and/or damage to which this MOC may apply.

c. The **COVERED PARTY** and **ADDITIONAL COVERED PARTY** acknowledge and agree that **CCS JPA** has the sole authority to make representations, voluntarily make payments, assume obligations, incur expenses, or in any way bind or obligate **CCS JPA**;

d. **COVERED PARTIES** or **ADDITIONAL COVERED PARTIES** shall not discuss any **OCCURRENCE, ACCIDENT, CLAIM** or **SUIT** with anyone other than **CCS JPA**, defense counsel, anyone **CCS JPA** deems necessary to the proper administration or defense of an **OCCURRENCE, ACCIDENT, CLAIM** or **SUIT,** or as required by law or contract;

e. **Mitigation.** In the event of a loss covered under this MOC, each **COVERED PARTY** or **ADDITIONAL COVERED PARTY** shall take all reasonable steps to prevent further loss or damage and advise **CCS JPA** of such action as soon as possible; or

f. Failure by a **COVERED PARTY** or **ADDITIONAL COVERED PARTY** to comply with any of the foregoing duties shall be deemed prejudicial to **CCS JPA**, thereby entitling **CCS JPA** to refuse any coverage for the **CLAIM** or **SUIT**, or any duties arising therefrom.

10. **Enforceability**. If any section or portion of this MOC is deemed to be invalid or unenforceable by a court of competent jurisdiction, that section or portion of the MOC deemed unenforceable shall be severed from this MOC with the remaining sections and portions remaining in full force and effect.

11. **Fraudulent CLAIMS.** If a **COVERED PARTY** or **ADDITIONAL COVERED PARTY** makes any **CLAIM** knowing the same to be false or fraudulent, with regard to amount or otherwise, coverage for such **CLAIM** under this MOC shall become voidable by **CCS JPA**.

12. **Inspections and Audit.** **CCS JPA** may review or inspect **NAMED MEMBER's** property, operations, records, and books, at any reasonable time. The **NAMED MEMBER** shall maintain records of such information as is necessary, and shall send copies of such records to **CCS JPA** at such times as **CCS JPA** may direct. **CCS JPA** may examine and audit the **NAMED MEMBER's** books and records at any time after termination of coverage under this MOC, as far as they relate to the subject matter of this coverage.

13. **Loss Payments.** When it has been determined that **CCS JPA** is obligated to make payments under this MOC, **CCS JPA** shall pay losses up to the **OCCURRENCE LIMIT** and/or **AGGREGATE LIMIT** stated in the SCHEDULE OF LIMITS excess of any applicable **DEDUCTIBLE**.

14. **No Benefit to Bailee.** **CCS JPA** will not recognize any assignment or grant any coverage for the benefit of any person, entity, or organization holding, storing or transporting **COVERED PARTY's** property, regardless of any other provision of this MOC.

15. **No Waiver of Immunities.** It is the understanding of the **NAMED MEMBER** that the scope of risk management undertaken by them through **CCS JPA** using governmental funds shall not waive, on behalf of any **COVERED PARTY,** any defenses or immunities provided to educational institutions or their public officials or employees as provided by California or Federal law, including, but not limited to, the California Governmental Claims Statute, California Government Codes Section 800 et seq. If any **COVERED PARTY** waives any defenses or immunities (unless approved prior to such waiver and provided by endorsement to the MOC by **CCS JPA**), coverage under this MOC is voidable by **CCS JPA**.

16. **Other Coverage.** If the **COVERED PARTY** has other coverage, self-insurance or insurance (whether primary, excess or contingent), against loss covered by this MOC, **CCS JPA** shall be liable, under the terms of this MOC, only as excess of other valid and collectible coverage or insurance, regardless of any conflicting other coverage clause contained in such insurance obtained by the **COVERED PARTY**. Notwithstanding the foregoing, **NAMED MEMBER** may purchase coverage or insurance specifically in excess of **CCS JPA's OCCURRENCE LIMITS**. Such excess coverage or insurance shall not be considered other coverage for purposes of this MOC. As used herein, **NAMED MEMBER** includes only the parties and entities described in Section 7 a. and c. in the GENERAL DEFINITIONS of this MOC.

    a. If the **NAMED MEMBER** has agreed in a written contract or agreement with an **ADDITIONAL COVERED PARTY** that coverage afforded under this MOC shall be primary and noncontributory, then such terms shall apply only if the **ADDITIONAL COVERED PARTY** is a Named Insured under such **Other Coverage**, self-insurance, or insurance described above.

17. **Salvage, Recovery, Subrogation and Right of Reimbursement.** **CCS JPA** shall be subrogated to all rights which the **COVERED PARTY** may have against any person or other entity in respect to any claim or payment made under this MOC and the **COVERED PARTY** shall execute all papers required by **CCS JPA** and shall cooperate with **CCS JPA** to secure **CCS JPA's** rights; provided, however, that a **NAMED MEMBER** may waive such rights of recovery, with the **CCS JPA's** consent, where such waiver is required in a written contract or agreement entered into by the **NAMED MEMBER**, and the waiver of such rights of recovery is executed prior to any loss. If any reimbursement is obtained, or salvage or recovery made by the **NAMED MEMBER** or **CCS JPA** on account of any loss covered by this MOC, the net amount of such reimbursement, salvage or recovery, after deducting the actual cost of obtaining or making the same, shall be first applied in the following order:

    a. Amount of loss which exceeds the applicable coverage provided under this MOC;
    b. To reduce **CCS JPA's** loss until **CCS JPA** is fully reimbursed; or
    c. To reduce the **NAMED MEMBER's** loss because of the application of the **DEDUCTIBLE**.

18. **Severability of Interests**. The term **COVERED PARTY** is used severally and not collectively, but the inclusion of more than one **COVERED PARTY** shall not operate to increase the limits of **CCS JPA**'s liability as shown in the SCHEDULE OF LIMITS.

19. **SUIT** against **CCS JPA.** No lawsuit shall be brought against **CCS JPA** by a **COVERED PARTY**. Any dispute arising out of this MOC shall be resolved pursuant to the Dispute Resolution provision contained herein.

20. **Terms of MOC to Conform to Statutes.** In the event any terms of this MOC are determined to be in conflict with the statutes of the State of California, they are hereby amended to conform to such statutes. If any provision of this MOC is found to be illegal by a court of competent jurisdiction or change in the law subsequent to the effective date of this MOC, that section or sections shall be severed from the MOC and all other sections and provisions shall survive and remain in full force and effect.

21. **TERRITORY** means the coverage area provided under the MOC which applies worldwide for any **SUIT** brought and maintained in the United States, provided that California law shall apply to the determination of any **CLAIM** or **SUIT**, and apply to the interpretation of this MOC.

22. **Address of CCS JPA.** All correspondence required to be sent to **CCS JPA** under this MOC shall be addressed as follows:

    CCS JPA
    P.O. Box 969
    Weimar, CA 95736

GENERAL EXCLUSIONS

Unless otherwise stated, these exclusions are applicable to ALL Sections of this MOC. **These are absolute exclusions. There is absolutely no coverage arising out of or relating to the following, however characterized or defined, unless coverage is specifically provided by a section of this MOC or endorsement.**

1. **Administrative Proceedings.** The cost of any investigatory, administrative, disciplinary or criminal proceeding against a **COVERED PARTY**, except that **CCS JPA** may at its own option, associate counsel in the defense of any such investigatory, administrative, disciplinary or criminal proceeding. Should **CCS JPA** elect to associate counsel, such election shall not constitute a waiver or estoppel of any rights **CCS JPA** may have pursuant to the terms, conditions, exclusions, and limitations of this MOC.

2. **Advice to Others.** Based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service, if such opinion, treatment, consultation or service was rendered or failed to have been rendered while any **COVERED PARTY** was engaged in any activity for any organization, other than the **NAMED MEMBER.** This exclusion does not apply if the **COVERED PARTY** is serving at the direction of, or on behalf of, the **NAMED MEMBER**, and is acting within the course and scope of its duties as such.

3. **Aircraft, Spacecraft, and Related Activities. BODILY INJURY, PERSONAL INJURY,** or **PROPERTY DAMAGE** arising from any activity involving aircraft or spacecraft that is owned, non-owned, rented, leased, hired or borrowed by a **COVERED PARTY,** including the maintenance, loading or unloading, use or operations of any airfields, runways, hangars, hot air balloons, hang gliders, paragliders, parachutes, skydiving equipment and activities, or helicopters. This exclusion does not apply to:
   a. Unmanned aerial vehicles commonly known as drones when they are:
      (1) used or operated solely for instructional purposes and/or school sponsored activities; authorized by a **COVERED PARTY**;
      (2) scheduled with the Joint Powers Authority; and
      (3) comply with all applicable Federal Aviation Administration (FAA) regulations and standards.
   b. Aircraft and related activities while on the ground and used solely for instructional purposes.

4. **Data Privacy.** Any liability for damages arising out of any action or omission that violates or is alleged to violate:

   (a). Any federal, state, or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the the printing, dissemination, disposal, obtaining, collecting, storing, safegaurding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or personal material or information, including financial health, biometric or other nonpublic material or information.

   Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:
   (1) The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
   (2) The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
   (3) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph a. above, including but not limited to the European Union's General Data Protection Regulation.

5. **Breach of Contract. PERSONAL INJURY**, **PROPERTY DAMAGE**, **BODILY INJURY**, **DAMAGES** or any other claimed loss, however characterized, arising directly or indirectly from the breach or alleged breach of any contract or agreement, whether written, oral or implied.

6. **COMMUNICABLE DISEASE**. **BODILY INJURY, PERSONAL INJURY and Advertising Injury, PROPERTY DAMAGE.** Any actual or alleged costs, liabilities, damage, compensation, injury (including death), medical payment, defense cost, fines, penalties, or other **CLAIMS** or **SUITS** arising directly or indirectly, originating from, arising out of, resulting from or occurring concurrently or in any sequence with, or in connection with:
   a. Any actual, alleged, or threat of infectious or **COMMUNICABLE DISEASE** that induces or is capable of inducing physical distress, illness or disease, including but not limited to any mutations arising from or relating to infectious or **COMMUNICABLE DISEASE**;
   b. Allegations of negligence or other wrongdoing against the **COVERED PARTY** arising from or relating to any action taken or failure to take action in discovering, controlling, preventing, suppressing or in any way relating or responding to such actual, alleged, or threat of communicable or infectious disease or illness, including BUT not limited to actions taken or failure to prevent the spread of the disease;
   c. Allegations of negligence or other wrongdoing against the **COVERED PARTY** of any kind arising from, relating or responding to orders or directives of any government, governmental agency, civil authority, or national or global public healthy agency relating to any actual, alleged, or threat of infectious or **COMMUNICABLE DISEASE** or illness that induces or is capable of inducing physical distress, illness or disease; or
   d. Allegations of negligence or other wrongdoing against the **COVERED PARTY** in connection with the supervising, hiring, employing, training, testing, or monitoring of persons that may be infected with and spread an infectious or **COMMUNICABLE DISEASE**, or actual or alleged failure to prevent the spread of disease, or failure to report the disease to authorities, inlcuding any cost to clean-up, detoxify, or remove a **COMMUNICABLE DISEASE**.

7. **Cost of Suit and/or Attorney Fees.** Demands, actions, **CLAIMS** and/or **SUITS** for which the only **DAMAGES** sought are costs of **SUIT** and/or attorney's fees.

8. **Criminal Acts.** As a result of any criminal act committed by any **COVERED PARTY**.

9. **Cross Suits**. Any **CLAIM** brought as a counter-claim or cross-claim by a **COVERED PARTY** against any other **COVERED PARTY**.

10. **DAMAGES**. Based on fines or penalties imposed by law, including punitive damages, multiples of damages, or exemplary damages.

11. **Failure to Maintain Insurance**. Any **CLAIM** based upon or attributable to any failure or omission of the **COVERED PARTY** to effect or maintain insurance or coverage of any kind.

12. **INJUNCTIVE** and **DECLARATORY RELIEF. CLAIMS**, demands or actions seeking relief or redress in any form other than monetary damages, or any loss, fees, costs or expenses which the **COVERED PARTY** may be obligated to pay as a result of any adverse judgment for **DECLARATORY RELIEF** or **INJUNCTIVE RELIEF**.

13. **Intentional Acts.**
   a. Any **BODILY INJURY,** or **PROPERTY DAMAGE,** that is expected or intended by a **COVERED PARTY,** even if the **BODILY INJURY,** or **PROPERTY DAMAGE** is of a different kind, quality or degree, or is sustained by a different person or property than expected or intended. This exclusion shall not apply to **BODILY INJURY, or PROPERTY DAMAGE** resulting from the use of reasonable force as objectively determined and necessary to protect persons or property from imminent loss, danger or injury;
   b. Any **PERSONAL INJURY** caused by or at the direction of a **COVERED PARTY** with knowledge that the act would violate the rights of another or would inflict **PERSONAL INJURY**; or
   c. Any **PERSONAL INJURY** arising out of oral or written publication, in any manner of material, if done by or at the direction of a **COVERED PARTY** with knowledge of its falsity, or any act, omission, or

offense commited by a **COVERED PARTY** with malice.

14. **Investments**. Based upon failure of investments, including but not limited to, stocks, bonds, funds, to perform as represented by the **COVERED PARTY**.

15. **Land Use Proceedings.** **CLAIMS** or **SUITS** arising out of the operation of the principles of eminent domain, condemnation proceedings, regulatory taking by whatever name called, land use actions, zoning, rezoning or failure to zone, whether that liability accrues directly against the **NAMED MEMBER** or by virtue of any agreement entered into, by or on behalf of the **NAMED MEMBER**.

16. **Medicare Fines and Penalties.** Civil or criminal fines, penalties or other sanctions that may be imposed by the Medicare Program arising out of any settlement.

17. **Nuclear Incident.** **BODILY INJURY**, **PERSONAL INJURY**, **PROPERTY DAMAGE**, or other **CLAIMS** or **SUITS** arising directly or indirectly from nuclear reaction, radiation, or radioactive contamination, however caused or characterized, including any loss or damage by fire resulting therefrom.

18. **Outside the Scope of Employment. BODILY INJURY, PERSONAL INJURY, PROPERTY DAMAGE** or **DAMAGES** resulting from a **NEGLIGENT ACT, WRONGFUL ACT**, **OCCURRENCE** or **ACCIDENT** outside the course and scope of employment, including but not limited to any act performed with malice or criminal intent. This exclusion applies regardless of whether any **COVERED PARTY** is actually charged with, or convicted of, a crime.

19. **Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS)**
    a. Any loss, cost, expense, liability arising out of, resulting from, or in any way caused by or related to any actual, alleged or threatened discharge, disposal, escape, seepage, migration, release, or existence, ingestion, inhalation, absorption, exposure to, contact with, consumption or absorption of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS).
    b. Any loss, cost, expense, liability or other type of obligation arising out of, or resulting from, or in any way related to, any:
        (1) claim, suit, request, demand, directive, statutory or regulatory requirement, or order by or on behalf of any person, entity, or governmental authority that any **COVERED PARTY**, **ADDITIONAL COVERED PARTY**, or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, or in any way respond to or assess the effects of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS); or
        (2) claim or suit by or on behalf of any person, entity, or governmental authority for damages or any other relief or remedy because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing, or in any way responding to or assessing the effects of Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS) or materials containing Perfluoroalkyl or Polyfluoroalkyl Substances (PFAS).

20. **Personal Profit**. Based upon or attributable to any **COVERED PARTY** gaining in fact any personal profit or advantage to which they or any organization or individual are not legally entitled, including remuneration paid in violation of law.

21. **Regulatory Actions.** Any cost, civil fine, penalty or expense against any **COVERED PARTY** arising from any complaint or enforcement actions filed before and/or from any Federal, State or local governmental regulatory agency.

22. **Silica.** Any liability arising out of, based upon, attributable to or relating in any way to:
    a. the actual, alleged or threatened inhalation of, ingestion of, contact with or exposure to silica or goods, products containing silica;

b. the use of silica in the construction or manufacturing of any good, product or structure or the presence of silica in any good, product or structure; or

c. the abatement, mitigation removal, containment or disposal of silica or failure to abate, mitigate, remove, contain, or dispose of silica.

Silica means the chemical compound silicon dioxide (SiO2) in any form, including dust which contains silica.

23. **TERRORIST ACTIVITY.** **CLAIM** or **SUIT**, loss or damage arising directly or indirectly from, by, happening through or in consequence of any **TERRORIST ACTIVITY,** regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage. If **CCS JPA** alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this MOC, the burden of proving the contrary shall be upon the **COVERED PARTY**.

24. **War or Civil Disturbance.** This MOC does not cover any claim, loss or damage arising directly or indirectly from, by, happening through or in consequence of war, invasion, acts of foreign enemies, any weapon of war employing atomic fission, nuclear fission, nuclear fusion or radioactive force (whether in time of peace or war), hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority unless such acts of destruction by order of civil authority are at the time of and for the purpose of preventing spread of fire. This exclusion applies whether another cause of loss may contribute concurrently or in any sequence to a loss.

SECTION I GENERAL LIABILITY

GENERAL LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of a **NAMED MEMBER** all sums which the **NAMED MEMBER** becomes legally obligated to pay as **DAMAGES** for **BODILY INJURY, PERSONAL INJURY,** and/or **PROPERTY DAMAGE** arising out of an **OCCURRENCE** during the **PERIOD OF COVERAGE** and subject to the **OCCURRENCE LIMIT** of coverage shown in the SCHEDULE OF LIMITS.

Provided all requirements of this MOC are met, the following coverages are included in this General Liability Coverage Agreement:

1. **HOSTILE FIRE**.

2. **INCIDENTAL MEDICAL MALPRACTICE**.

3. **LIQUOR LIABILITY.**

4. **PREMISES MEDICAL PAYMENTS.** This section provides coverage for all reasonable **MEDICAL PAYMENTS** incurred by the **NAMED MEMBER** on behalf of others at premises which are owned, occupied,rented or loaned to the **NAMED MEMBER** as are necessary at the time of an **OCCURRENCE** because of **BODILY INJURY** and subject to the sub-limit of coverage shown in the SCHEDULE OF LIMITS.

5. Liability for Damage to **PREMISES** Rented to **NAMED MEMBER**:
    a. **PROPERTY DAMAGE** by fire or explosion to **PREMISES** rented to a **NAMED MEMBER** or temporarily occupied by a **NAMED MEMBER** with the permission of the owner, if such fire or explosion was caused by a **COVERED PARTY's** negligence; or
    b. Coverage for damage to **PREMISES** Rented to the **NAMED MEMBER** as described in 5.a. above shall not increase the stated limits as set forth in the SCHEDULE OF LIMITS. The most **CCS JPA** will pay for such **PROPERTY DAMAGE**, whether caused by fire or explosion, or any combination of the two, is equal to the per **OCCURRENCE** and **AGGREGATE LIMIT** stated in the SCHEDULE OF LIMITS.

GENERAL LIABILITY EXCLUSIONS

IN THE EVENT THE GENERAL LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS GENERAL LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. **Asbestos, Lead or Diseases.** Any **CLAIM** or **SUIT** or other claimed loss, however characterized, in any way related to the actual, alleged, threatened presence of or exposure to asbestos or lead in any form, or to harmful substances emanating from asbestos or lead. This includes ingestion, inhalation, absorption, contact with, existence or presence of, or exposure to asbestos or lead and any consequential disease, malady or condition that may result therefrom. This section includes, but is not limited to:
    a. The existence, installation, storage or handling or transportation of asbestos or lead, asbestos or lead products, asbestos or lead fibers or dust;
    b. The removal, abatement or containment of asbestos or lead, asbestos or lead products, asbestos or lead-containing material, asbestos or lead fibers or dust from any structures, materials, goods, products or manufacturing process;
    c. The disposal of asbestos or lead;

d. Any structures, manufacturing processes, or products containing asbestos or lead;
e. Any obligation to share **DAMAGES** with or repay someone else who must pay **DAMAGES** because of such injury or damage; or
f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed handled, stored or controlled the asbestos or lead.

3. **Automobiles.** For **DAMAGES** arising of the ownership, maintenance or use, including loading and unloading, of **AUTOMOBILES**.

4. **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**. Any **CLAIM** or **SUIT** based upon or attributable to, alleging, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**.

5. **COMMUNICABLE DISEASE, BODILY INJURY, PERSONAL INJURY and Advertising Injury, PROPERTY DAMAGE.** Any actual or alleged costs, liabilities, damage, compensation, inury (including death), medical payment, defense cost, fines, penalities, or other **CLAIMS** or **SUITS** arising directly or indirectly, originating from, caused by, arising out of, resulting from or occuring concurrently or in any sequence with, or in connection with:
   a. Any actual, alleged, or threat of infectious or **COMMUNICABLE DISEASE** that induces or is capable of inducing physical distress, illness or disease, including but not limited to any mutations arising from or relating to infectious or **COMMUNICABLE DISEASE**;
   b. Allegations of negligence or other wrongdoing against the **COVERED PARTY** arising from or relating to any action taken or failure to take action in discovering, controlling, preventing, suppressing or in any way relating or responding to such actual, alleged, or threat of communicable or infectious disease or illness, including but not limited to actions taken or failure to prevent the spread of the disease;
   c. Allegations of negligence or other wrongdoing against the **COVERED PARTY** of any kind arising from, relating or responding to orders or directives of any government, governmental agency, civil authority, or national or global public health agency relating to any actual, alleged, or threat of infectious or **COMMUNICABLE DISEASE** or illness that induces or is capable of inducing physical distress, illness or disease; or
   d. Allegations of negligence or other wrongdoing against the **COVERED PARTY** in connection with the supervising, hiring, employing, training, testing, or monitoring of persons that may be infected with and spread an infectious or **COMMUNICABLE DISEASE**, or actual or alleged failure to prevent the spread of disease, or failure to report the disease to authorities, including any cost to clean-up, detoxify, or remove a **COMMUNICABLE DISEASE**.

Except that, with respect to the following concerning paragraph 5. a. through d. above and solely pertaining to COVID-19, this MOC will provide coverage as outlined below:

   a. **DEFENSE COSTS** coverage for the **COVERED PARTY** defined in paragraph 10.a. and c. of the GENERAL DEFINITIONS of this MOC.
   b. Premises Medical Payments arising solely out of the administration and/or supervision of rapid COVID-19 testing by a **COVERED PARTY**, as defined in paragraph 10 a. - 11 c. of the GENERAL DEFINITIONS of this MOC, conducted at the **NAMED MEMBER'S** premises. Coverage does not apply to the results of such rapid COVID-19 testing, including but not limited to false positives, false negatives, product contamination, any actions that might be taken based on the outcome of the test results, or the failure of any COVID-19 testing materials or products to perform in the manner intended.
   c. Combined Annual Aggregate for **DEFENSE COSTS** and Premises Medical Payments. The combined annual aggregate payable by **CCS JPA** for **DEFENSE COSTS** and Premises Medical Payments set forth above shall be $100,000, regardless of the number of **COVERED PARTIES**,

CLAIMS, or **SUITS**.

d. Pool Aggregate. All **DEFENSE COSTS** and Premises Medical Payments outlined hereinabove are subject to a general annual pool **AGGREGATE** of $2,000,000, regardless of the number of **COVERED PARTIES**, **CLAIMS**, or **SUITS**.

e. **DEDUCTIBLES.** If prior to any COVID-19 testing, the **COVERED PARTY** obtains a signed acknowledgement and consent from the individual 18 years or older, or the parent or guardian of the minor to be tested, no **DEDUCITBLE** shall apply. In the absence of such prior signed acknowledgement and consent, a **DEDUCTIBLE** in the amount of $2,500 shall apply.

6. **Contractual Liability. BODILY INJURY** or **PROPERTY DAMAGE** for which the **NAMED MEMBER** is obligated to pay **DAMAGES** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **DAMAGES**:

   a. That the **NAMED MEMBER** would have in the absence of the contract or agreement; or

   b. Assumed in a contract or agreement that is a **NAMED MEMBER CONTRACT**, provided the **BODILY INJURY** or **PROPERTY DAMAGE** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a **NAMED MEMBER CONTRACT**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a **COVERED PARTY** are deemed to be **DAMAGES** because of **BODILY INJURY** or **PROPERTY DAMAGE**, provided:

      (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **NAMED MEMBER CONTRACT**; or

      (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **DAMAGES** to which this MOC applies are alleged.

7. Damage to or destruction of property of a **COVERED PARTY**.

8. **Directors and Officers Liability**. Any **CLAIM** or **SUIT** arising out of or in any way involving DIRECTORS AND OFFICERS LIABILITY.

9. **EMPLOYEE benefits**. Any **CLAIM** or **SUIT** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged responsibility, obligation or duty of any **COVERED PARTY** pursuant to any workers' compensation, unemployment insurance, social security, disability benefits or pension benefits or similar law.

10. **EMPLOYEE Injury.** For **DAMAGES** or premises **MEDICAL PAYMENTS** to **EMPLOYEES** of the **NAMED MEMBER** injured in the course and scope of their employment. This includes any consequential **BODILY INJURY** to the **EMPLOYEE's** family members.

11. **EMPLOYMENT PRACTICES CLAIM**. Any **CLAIM** or **SUIT** based upon or attributable to any **EMPLOYMENT PRACTICES CLAIM** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged **EMPLOYMENT PRACTICES WRONGFUL ACT** and includes:

   a. Non-duplication of Coverage Benefits. No individual or entity entitled to benefits under any coverage of this MOC shall recover duplicate benefits for the same elements of loss under other coverage of this MOC, or other policies written by **CCS JPA**;

   b. Any State, Federal, or local law governing: workers' compensation, unemployment insurance, social security, disability benefits, or wage and hour practices; including but not limited to the Fair Labor Standards Act and state and local statutory laws and schemes concerning wage and hour practices, including, for example, overtime pay, off-the-clock work, failure to provide rest or meal periods, failure to reimburse expenses, improper classification of employees as exempt or non-exempt, failure to timely pay wages (including upon termination), failure to itemize wage statements and failure to provide seating;

   c. The Employee Retirement Income Security Act of 1974 (except Section 510 thereof), the Occupational Safety and Health Act; the Federal False Claims Act, the Consolidated Omnibus

Budget Reconciliation Act of 1985, the Racketeer Influenced and Corrupt Organization Act, and state and local statutory laws and schemes which are similar to these Federal Acts;

d. The National Labor Relations Acts, Labor Management Relations Act, and any state or local statutory laws and schemes that pertain to the rights of **EMPLOYEES** with respect to Union, unionizing, or collective activities in the workplace or any obligations of employers with respect to such employee activities; and any other causes of action based upon alleged violations of these responsibilities, obligations, and duties, including but not limited to private attorneys general act statutes, conversion, unjust enrichment and unfair business practices;

e. Any other employment-related torts; or

f. Consequential injury of any kind as relates to these acts.

12. Any **CLAIM** or **SUIT** based upon or attributable to any **IMMIGRATION CLAIM** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged **IMMIGRATION WRONGFUL ACT**.

13. **Intended or Expected Injury or Damage.** **BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY** which the **COVERED PARTY** intended or expected; unless resulting from corporal punishment (unless providing coverage for corporal punishment is prohibited by law).

14. **Medical Malpractice.** Any **CLAIM** arising out of Hospital/Clinic Malpractice; but not to exclude **INCIDENTAL MEDICAL MALPRACTICE**.

15. **ORGANIC PATHOGENS.** Any **ORGANIC PATHOGEN CLAIM**. This exclusion does not apply to **BODILY INJURY** or **PROPERTY DAMAGE** arising from food products provided by or on behalf of the **NAMED MEMBER**.

16. **Pollution.** This MOC does not cover any injury, loss, damage, costs, fines, penalties, or expenses of any kind directly or indirectly arising out of the actual, alleged or threatened existence, discharge, dispersal, release or escape of **POLLUTANTS**:

    a. At or from **PREMISES** that a **NAMED MEMBER** now, or in the past, has owned, rented, or occupied, including, but not limited to, **PREMISES** that a **NAMED MEMBER** has operated or managed as an involuntary possessor;

    b. At or from any site or location used by or for a **NAMED MEMBER** or others for the handling, storage, disposal, processing or treatment of waste at any time;

    c. Which at any time involve the transportation, handling, storage, treatment, disposal, or processing by or for a **NAMED MEMBER** or any person or organization for whom a **NAMED MEMBER** may be legally responsible;

    d. At or from any site or location on which a **NAMED MEMBER** or any contractors or subcontractors working directly or indirectly on a **NAMED MEMBER's** behalf are performing operations:

        (1) If the **POLLUTANTS** are brought on or to the **PREMISES,** site or location in connection with such operations by the **NAMED MEMBER**, contractor or subcontractor;

        (2) If the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize the **POLLUTANTS**; or

        (3) Whether caused or alleged to have been caused by the **NAMED MEMBER** or any other person, entity, or third-party, however characterized.

In addition, this MOC does not cover any loss, costs, expenses, fines, or penalties arising out of any direction, request, or order of any governmental agency, court of law, or other authority, that the **NAMED MEMBER** test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **POLLUTANTS**, including any and all costs or attorney's fees associated therewith.

This MOC does not cover **CLAIMS** or **SUITS** arising out of the failure of the **NAMED MEMBER** to prevent or regulate **POLLUTANTS** generated or caused by any other person, entity, or third-party, however characterized. This exclusion does not apply to:

a. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of heat, smoke or fumes from **HOSTILE FIRE**;
b. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when introduced by a **NAMED MEMBER** into the **NAMED MEMBER's** drinking water system solely for the purpose of purifying or treating such drinking water; provided that the chemicals' generally accepted use is for the purification or treatment of drinking water;
c. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when used in the day-to-day operation and/or maintenance of swimming pools owned or operated by a **NAMED MEMBER**; provided that the chemicals' generally accepted use is for the operation/maintenance of swimming pools;
d. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the use, handling, storage, discharge, dispersal, release or escape of chemicals when used in the day-to-day maintenance of **NAMED MEMBER's** building or premises;
e. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the discharge, dispersal, release**,** escape, seepage, migration, directly from parts of **MOBILE EQUIPMENT** designed by its manufacturer to hold, store, receive or dispose of such **POLLUTANTS**;
f. **BODILY INJURY** or **PROPERTY DAMAGE** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of chemicals, but only while such chemicals are used as part of a **NAMED MEMBER's** curriculum for educational purposes;
g. Herbicide or pesticide spraying, if the operations meet all standards of and comply with any statute, ordinance, regulation or license requirement of any Federal, State or local government; or
h. The reverse flow of sewage into any building from a sewage facility, conduit or sanitary sewer that the **NAMED MEMBER** owns, operates, rents or maintains.

17. **Products-Completed Operations.** **BODILY INJURY** or **PROPERTY DAMAGE** arising from **YOUR WORK** or **YOUR PRODUCTS** in:
    a. Construction of a building from the ground up; or
    b. The repair or renovation of a structure, including but not limited to structural alterations.

18. **THIRD-PARTY CLAIM**. Any **CLAIM** or **SUIT** based upon or attributable to any **THIRD-PARTY CLAIM** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged **THIRD-PARTY WRONGFUL ACT**.

19. **WATERCRAFT.** Liability arising out of the ownership, maintenance or operation, including loading or unloading, of **WATERCRAFT** 26 feet in length or more. This exclusion shall not apply to:
    a. Rowing and sculling shells regardless of length.

20. **WAGE AND HOUR CLAIM**. Any **CLAIM** or **SUIT** based upon or attributable to any **WAGE AND HOUR CLAIM** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged **WAGE AND HOUR WRONGFUL ACT**.

GENERAL LIABILITY DEFINITIONS

IN THE EVENT THE GENERAL LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS GENERAL LIABILITY SECTION SHALL PREVAIL:

1. **CLAIM** means a demand received by a **NAMED MEMBER** for **DAMAGES** arising out of an **OCCURRENCE**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

2. **FIRST AID** means the rendering of emergency medical treatment at the time of an **ACCIDENT** by a **COVERED PARTY**. For the purposes of this MOC, **FIRST AID** shall mean:
    a. Using a non-prescription medication at non-prescription dosages as recommended by the manufacturer;
    b. Cleaning, flushing, or soaking wounds on the surface of the skin;

c. Using wound coverings, such as bandages or gauze pads;
d. Using hot or cold therapy;
e. Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, and similar items;
f. Using temporary immobilization devices while transporting an injured person;
g. Using eye patches;
h. Removing foreign bodies from the eye using only irrigation;
i. Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs, or other simple means;
j. Using finger guards;
k. Drinking fluids for relief of heat stress; or
l. Cardiopulmonary Resuscitation (CPR).

3. **HOSTILE FIRE** means a fire that becomes uncontrollable or expands outside its intended boundaries.

4. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out of the rendering of or failure to render emergency and/or **FIRST AID** medical services and the dispensing of medication and/or administering School Health Office Services that are preventative in nature and do not require advanced medical diagnosis, and where there are no overnight stays in a medical facility. As used herein, School Health Office Services shall mean the following:
   a. Assessment of health complaints, medication administration, and care for students with special health care needs;
   b. A system for managing emergencies and urgent situations;
   c. Mandated health screening programs, verification of immunizations, and infectious disease training;
   d. Identification and management of students' chronic health care needs that affect educational achievement; or
   e. Services mandated by State and Federal law; or
   f. Mental health services provided by an **EMPLOYEE** or **VOLUNTEER** licensed to provide such services.

   However, **INCIDENTAL MEDICAL MALPRACTICE** excludes professional services provided by:
   a. A hospital, clinic, or emergency room facility;
   b. A physician, physician's assistant, nurse practitioner, chiropractor, resident, extern, or intern;
   c. A psychiatrist;
   d. A pharmacist; or
   e. A dentist, orthodontist, or periodontist.

   This exclusion does not apply to School Health Services listed in 4.a. through 4.f. above, or services required to be performed by a physician or nurse practitioner while required to be in attendance at school athletic events or meets.

5. **LIQUOR LIABILITY** means liability arising out of selling, serving or distributing alcoholic beverages, or by reason of any local, State or Federal liquor control laws in force at the time of the **OCCURRENCE**.

6. **MEDICAL PAYMENTS** means reasonable expenses for **FIRST AID** at the time of an **ACCIDENT**, necessary medical, surgical, X-ray and dental services, ambulance, hospital, professional nursing and funeral services.

7. **PRODUCTS-COMPLETED OPERATIONS** means:
   a. All **BODILY INJURY** and **PROPERTY DAMAGE** occurring away from **PREMISES** that a **NAMED MEMBER** owns or rents and arising out of **YOUR PRODUCT** or **YOUR WORK** except:
      (1) Products that are still in your physical possession; or
      (2) Work that has not yet been completed or abandoned. However, **YOUR WORK** will be deemed completed at the earliest of the following times:
         (a) When all of the work called for in the **NAMED MEMBER's** contract has been completed;

(b) When all of the work to be done at the job site has been completed if the **NAMED MEMBER's** contract calls for work at more than one job site; or

(c) When that part of the work done at the job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **BODILY INJURY** or **PROPERTY DAMAGE** arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by a **NAMED MEMBER**, and that condition was created by the loading or unloading of that vehicle by any **COVERED PARTY**; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

8. **YOUR PRODUCT** means:

a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(1) A **NAMED MEMBER**;

(2) Others trading under a **NAMED MEMBER's** name; or

(3) A person or organization whose business or assets a **NAMED MEMBER** has acquired; and

b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

YOUR PRODUCT includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **YOUR PRODUCT;** or

b. The providing of or failure to provide warnings or instructions.

YOUR PRODUCT does not include vending machines or other property rented to or located for the use of others but not sold.

9. **YOUR WORK** means:

a. Work or operations performed by the **NAMED MEMBER** or on the **NAMED MEMBER's** behalf; or

b. Materials, parts or equipment furnished in connection with such work or operations.

YOUR WORK Includes:

a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **YOUR WORK**; or

b. The providing or failure to provide warnings or instructions.

SECTION II EMPLOYEE BENEFITS LIABILITY

EMPLOYEE BENEFITS LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** all sums that the **NAMED MEMBER** becomes legally obligated to pay as **DAMAGES**, arising out of a **CLAIM** presented for the **NEGLIGENT ACT**, **ERROR OR OMISSION** of a **COVERED PARTY** in the **ADMINISTRATION** of the **NAMED MEMBER'S EMPLOYEE BENEFITS PROGRAMS** during the **PERIOD OF COVERAGE** and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

With respect to a series of **NEGLIGENT ACTS,** errors or omissions by one or more **COVERED PARTIES**, the **NEGLIGENT ACT, ERROR OR OMISSION** shall be deemed to have been committed at the time of the first such acts or alleged acts.

EMPLOYEE BENEFITS LIABILITY EXCLUSIONS

IN THE EVENT THE EMPLOYEE BENEFITS LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS EMPLOYEE BENEFITS LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. **Advice.** Based upon advice given by the **NAMED MEMBER** to participate or not participate in any employee benefit plan or stock subscription plans.

3. **Contract Performance.** For failure of performance of a contract by any Insurer or Self Insurer.

4. **Discrimination.** Arising out of actual or alleged discrimination including, but not limited to, discrimination based on race or national origin, religion or creed, age, sex, physical disability, military status, or employment practices whether or not any of the foregoing violated any Federal, State or local government or regulation prohibiting such discrimination.

5. **Dishonest Acts.** Resulting from any **NEGLIGENT ACT**, **ERROR OR OMISSION** by, or at the direction of the **NAMED MEMBER** that are dishonest, fraudulent, criminal or malicious.

6. **ERISA.** Any **CLAIM** based upon the **NAMED MEMBER's** failure to comply with the Federal Employee Retirement Income Security Act of 1974 (ERISA), including subsequent amendments or any similar Federal, State, or local law(s) or regulations.

7. **Injury or Damage.** For **BODILY INJURY**, **PERSONAL INJURY**, or **PROPERTY DAMAGE**.

8. **Investments.** Based upon failure of investments, including but not limited to, stocks, bonds, funds, to perform as represented by the **NAMED MEMBER.**

9. **STRS and PERS.** Any **CLAIM** based upon the **NAMED MEMBER's** failure to comply with the rules promulgated under the laws and regulations of the State of California governing the adminstration of the California State Teachers Retirement System (STRS) or the California Public Employees' Retirement System (PERS), including subsequent amendments thereto.

EMPLOYEE BENEFITS LIABILITY DEFINITIONS

IN THE EVENT THE EMPLOYEE BENEFITS LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS EMPLOYEE BENEFITS LIABILITY SECTION SHALL PREVAIL:

1. **ADMINISTRATION** means:
    a. Informing **EMPLOYEES** with respect to **EMPLOYEE BENEFITS PROGRAMS**;
    b. Interpreting **EMPLOYEE BENEFITS PROGRAMS**; or
    c. Handling of records in connection with **EMPLOYEE BENEFITS PROGRAMS** and effecting enrollment, termination, or cancellation of **EMPLOYEES** under **EMPLOYEE BENEFITS PROGRAMS**.

    Provided all such acts are authorized by the **NAMED MEMBER**.

2. **CLAIM** means a demand for **DAMAGES**, including the filing of a **SUIT** or initiation of arbitration proceedings, agains a **NAMED MEMBER** by an **EMPLOYEE** of the **NAMED MEMBER** or any party acting on behalf of or for the benefit of an **EMPLOYEE**, based on or arising from acts or omissions committed in the **ADMINISTRATION** of the **NAMED MEMBER'S EMPLOYEE BENEFITS PROGRAMS**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

3. **EMPLOYEE BENEFITS PROGRAMS** means group life insurance, group accident or health insurance, profit sharing plans, employee savings and investment plans, employee stock subscription plans, travel or vacation plans, workers' compensation, unemployment insurance, social security, disability benefits insurance, employee welfare benefit plans and welfare plans, and any other similar **EMPLOYEE BENEFITS PROGRAMS**.

SECTION III EDUCATOR'S LEGAL LIABILITY

EDUCATOR'S LEGAL LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** all sums which the **NAMED MEMBER** is legally obligated to pay because of a **WRONGFUL ACT** committed during the **PERIOD OF COVERAGE** and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

All **CLAIMS** or **SUITS** arising out of a single **WRONGFUL ACT** or a series of related **WRONGFUL ACTS** shall be treated as a single **OCCURRENCE**. Inclusion herein of more than one **COVERED PARTY** or the making of more than one **CLAIM** or the bringing of **SUITS** by more than one person or organization shall not operate to increase the **OCCURRENCE LIMIT**. With respect to a series of **WRONGFUL ACTS** by one or more **COVERED PARTIES**, the **WRONGFUL ACT** shall be deemed to have been committed at the time of the first such acts or alleged acts.

EDUCATOR'S LEGAL LIABILITY EXCLUSIONS

IN THE EVENT THE EDUCATOR'S LEGAL LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS EDUCATOR'S LEGAL LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and /or any other coverage available to the **COVERED PARTY**.

2. **Consultation or Opinion.** Any **CLAIM** based upon or attributable to the rendering or failure to render any opinion, treatment, consultation or service unless acting within the scope of their duties as a **COVERED PARTY**.

3. **Contractual.** Any **CLAIM** alleging, based upon, arising out of or attributable to breach of any express, implied, actual or constructive contract, agreement, warranty, guarantee or promise (including, but not limited to, employment contract, salary, back wages or salary differentials or benefits arising therefrom), unless liability would have attached to the **NAMED MEMBER** even in the absence of such contract, agreement, warranty, guarantee or promise.

4. **Cross Suits.** Any **CLAIM** brought as a counter **CLAIM** by a **COVERED PARTY** against any other **COVERED PARTY**.

5. **Discrimination.** Arising out of actual or alleged discrimination including, but not limited to, discrimination based on race or national origin, religion or creed, age, sex, physical disability, military status, or employment practices whether or not any of the foregoing violated any Federal, State or local government or regulation prohibiting such discrimination; except where such actual or alleged discrimination arises out of a due process violation under the coverage provided in the Insuring Agreement in paragraph 2 of this section.

6. **Dishonest Acts.** Resulting from any **NEGLIGENT ACT or ERROR OR OMISSION** by, or at the direction of the **NAMED MEMBER** that are dishonest, fraudulent, criminal or malicious.

7. **Injury or Damage.** For **BODILY INJURY**, **PERSONAL INJURY** or **PROPERTY DAMAGE**.

8. **Special Education Programs. CLAIMS** for **DAMAGES** and **DEFENSE COSTS** arising from any **NEGLIGENT ACT, ERROR** or **OMISSION** in the administering of Special Education Programs as defined by the Individuals with Disabilities Act (IDEA), including but not limited to, plans defined under section 504 of the Rehabilitation Act and Individualized Education Program, except that **CCS JPA** agrees to reimburse certain **DEFENSE COSTS** as set forth below.
   a. **Special Education Programs Legal Expenses Coverage. CCS JPA** agrees to reimburse the

NAMED MEMBER those sums which the **NAMED MEMBER** incurred as legal expenses in defense of due process administrative hearings (including mediation or other alternative dispute resolution proceedings) arising out of any actual or alleged violation, dispute or disagreement with the terms of a Special Education Program, including Section 504 of the Rehabilitation Act and Individualized Education Program (IEP), during the **PERIOD OF COVERAGE** and subject to the sub-limit of coverage shown in the SCHEDULE OF LIMITS. Upon the **NAMED MEMBER's** receipt of notice of a **CLAIM**, or of circumstances that may reasonably result in a **CLAIM, NAMED MEMBER** shall immediately notify **CCS JPA. CCS JPA** retains the exclusive right to evaluate the reasonableness of legal expenses for reimbursement incurred by the **NAMED MEMBER**. Reimbursement of final legal expenses shall be applicable to those expenses incurred on or after the date **CCS JPA** receives written notice of the **CLAIM**.

b. Plaintiff legal expenses that become the obligation of the **NAMED MEMBER** in conjunction with a settlement agreement are limited to a maximum amount $7,500.00 each **CLAIM**.

c. The coverage provided under subsections a. and b. above is subject to a maximum pool aggregate of $5,000,000 applicable for all legal expenses incurred during the **PERIOD OF COVERAGE** for all **NAMED MEMBERS** .

EDUCATOR'S LEGAL LIABILITY DEFINITIONS

IN THE EVENT THE EDUCATOR'S LEGAL LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS EDUCATOR'S LEGAL LIABILITY SECTION SHALL PREVAIL:

1. **CLAIM** means a demand received by a **NAMED MEMBER** for **DAMAGES** alleging a **WRONGFUL ACT** by a **COVERED PARTY**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.
2. **EDUCATOR'S LEGAL LIABILITY** means non-**BODILY INJURY**, non-**PERSONAL INJURY** and non **PROPERTY DAMAGE** claims arising out of the **ERROR OR OMISSION** of a **NAMED MEMBER**'s administrators, teachers, staff members or **VOLUNTEERS**. As used in this MOC, **EDUCACTOR'S LEGAL LIABILITY** does not include **DIRECTORS AND OFFICERS LIABILITY** or **EMPLOYMENT PRACTICES LIABILITY**.

SECTION IV CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT LIABILITY

CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT LIABILITY INSURING AGREEMENT

THIS IS A **CLAIMS-MADE** COVERAGE FORM AND CERTAIN CONDITIONS AND LIMITATIONS APPLY. PLEASE READ THIS SECTION CAREFULLY.

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions:

1. To pay on behalf of the **NAMED MEMBER** all sums for which the **NAMED MEMBER** becomes legally obligated to pay as **DAMAGES**, by reason of liability imposed for **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**, that first began after the **RETROACTIVE DATE** shown in the Declaration page of this MOC subject to the **AGGREGATE LIMIT** of coverage shown in the SCHEDULE OF LIMITS.

2. An incident, **CLAIM**, or **SUIT** arising out of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** that was reported to **CCS JPA** as required by the reporting condition shown in SECTION IV CONDITIONS will be deemed first made during the **PERIOD OF COVERAGE** and coverage will be available for the **COVERED PARTIES**, the **CHARTERING AUTHORITY**, and any lender qualifying as an **ADDITIONAL COVERED PARTY** under this MOC to the extent coverage is not otherwise excluded or limited.

3. **NAMED MEMBER'S EMPLOYEES,** and student teachers shall comply with California Penal Code 11165.7 which requires that there must be 100% annual participation by all **EMPLOYEES** and student teachers in Child Abuse Mandated Reporter Training. Such compliance is provided by annually completing the CharterSAFE's training that complies with this statute. If at the time of an incident, **CLAIM**, or **SUIT**, it is determined that the **NAMED MEMBER'S EMPLOYEES** and student teachers had failed to complete the CharterSAFE's training as required annually, the **NAMED MEMBER** shall be subject to a **DEDUCTIBLE** of One Hundred Twenty-five Thousand Dollars ($125,000) even if the required mandatory reporters took this training from any other party, including that provided by the State of California.

   a. Application of **DEDUCTIBLE**

CHILDHOOD SEXUAL ASSAULT, **CHILD ABUSE OR NEGLECT** first begins prior to 7/1/2025	90% or more of **NAMED MEMBER's EMPLOYEES** and Student Teachers must have completed CharterSAFE's **CHILDHOOD SEXUAL ASSAULT** Prevention Training within six (6) weeks of the date of hire, or no later than ninety (90) days after date on which the **NAMED MEMBER's PERIOD OF COVERAGE** begins. **NAMED MEMBER's** non-compliance shall result in an increase of its **DEDUCTIBLE** to One Hundred and Twenty-five Thousand Dollars ($125,000).
CHILDHOOD SEXUAL ASSAULT, **CHILD ABUSE OR NEGLECT** first begins on or after 7/1/2025	Must comply with Section 3 above. **NAMED MEMBER's** non-compliance shall result in an increase of its **DEDUCTIBLE** to One Hundred and Twenty-five Thousand Dollars ($125,000).

4. Subject to all other MOC limitations, terms and conditions, with respect to any incident, **CLAIM**, or **SUIT** for **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT, CCS JPA** will indemnify the **EMPLOYEE, VOLUNTEER**, the **CHARTERING AUTHORITY,** any lender qualifying as an **ADDITIONAL COVERED PARTY**, or official for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which the **EMPLOYEE**, **VOLUNTEER**, **CHARTERING AUTHORITY**, or official is criminally charged, or by either agreement, admission, settlement or adjudication of a **CLAIM,** it

is determined that the **EMPLOYEE, VOLUNTEER**, **CHARTERING AUTHORITY**, or official committed an act of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** or failed to comply with the Child Abuse Mandated Reporting Act. This coverage is included in the **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT LIABILITY AGGREGATE LIMIT**.

5. The **AGGREGATE LIMIT** shown in the SCHEDULE OF LIMITS, subject to the terms and conditions of this MOC, establishes the most **CCS JPA** shall pay for the **COVERAGE PERIOD**, regardless of the number of **COVERED PARTIES**, any lender qualifying as an **ADDITIONAL COVERED PARTY**, or **CHARTERING AUTHORITY**, incidents, **CLAIMS**, and **SUITS**, based upon, arising out of, attributable to, whether directly or indirectly resulting from, or in any way involving, the same, related, or interrelated **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**.

6. All **DAMAGES** based upon, arising out of, attributable to, whether directly or indirectly resulting from, or in any way involving the same, related, or interrelated **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** acts by the same person, or two or more persons acting together, during any **PERIOD OF COVERAGE** provided by **CCS JPA** to the **NAMED MEMBER** shall be considered one **CLAIM** or **SUIT**, regardless of:
   a. The number of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** acts or series of acts;
   b. The number of civil actions, **CLAIMS** or persons acted upon;
   c. The number of victims of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**;
   d. The number of locations where the **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** occurred;
   e. The number of acts **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** prior to the time the **CLAIM** is made to **CCS JPA**; or
   f. The number of **NAMED MEMBERs** or other **COVERED PARTIES** named or defended in the **CLAIM** or **SUIT** involving **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**; or
   g. The period of time over which such acts occur.

CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT LIABILITY EXCLUSIONS

IN THE EVENT THE **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY** or the **CHARTERING AUTHORITY**;

2. **Injury or Damage.** For **BODILY INJURY** or **PERSONAL INJURY** other than as a direct result of, from, or arising out of, **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**;

3. **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** that first began prior to the **RETROACTIVE DATE** shown in the Liability Declarations Page;

4. **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** that ended prior to the **RETROACTIVE DATE** shown in the Liability Declarations Page;

5. Any **CLAIM** or **SUIT** which is made after the expiration of the **PERIOD OF COVERAGE** except as provided in Section IV. Insuring Agreement, paragraph 2. above;

6. Any **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** that takes place or continues to take place after expiration of the **PERIOD OF COVERAGE**;

7. Any incident, **CLAIM**, or **SUIT**, notice of which was previously provided to **CCS JPA**, self-insurance, indemnity funds, risk-pool coverage, or insurance, prior to the inception date of this MOC;

8. Any incident, **CLAIM**, or **SUIT** caused by or resulting from, in whole or in part, any act that is expected or intended from the standpoint of the **COVERED PARTY** or the **CHARTERING AUTHORITY**, including, but not limited to, assaults, batteries, any criminal act, or any fraudulent or malicious act, error, or omission committed by or with the knowledge or consent of the **COVERED PARTY** or the **CHARTERING AUTHORITY**.
   a. This exclusion does not apply to an incident, **CLAIM**, or **SUIT** until it is determined by **CCS JPA**, in its sole discretion, that the incident, **CLAIM,** or **SUIT** arose out of the **COVERED PARTY'S** or the **CHARTERING AUTHORITY'S** expected, intentional, or criminal act, or any fraudulent or malicious act, error, or omission, or was committed by, or with the knowledge or consent of, a **COVERED PARTY** or the **CHARTERING AUTHORITY**, which shall not be imputed to any other **COVERED PARTY** or the **CHARTERING AUTHORITY**.

9. Any incident, **CLAIM**, or **SUIT** caused by or resulting from, in whole or in part, due to a failure to comply with any statute requiring the mandatory reporting of any known or suspected **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT.**

   This exclusion does not apply until it is determined by **CCS JPA**, in its sole discretion, that the incident, **CLAIM**, or **SUIT** arose out of the **COVERED PARTY'S** or the **CHARTERING AUTHORITY'S** intentional, knowing, or willful failure to comply with the statute, or a conscious disregard of the statutory reporting requirements, which shall not be imputed to any other **COVERED PARTY** or the **CHARTERING AUTHORITY.**

10. Any incident, allegation, demand, **CLAIM** or **SUIT** caused by or arising out of an **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**.

11. Any incident, allegation, demand, **CLAIM** or **SUIT** arising out of **BODILY INJURY** to a person who is over the age of majority.

    This exclusion does not apply to a **CLAIM** or **SUIT** brought by a person alleging that the **BODILY INJURY** arose out of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** even if such acts continued beyond the age of majority.

CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT CONDITIONS

THESE CONDITIONS ARE IN ADDITION TO THOSE STATED IN THE GENERAL CONDITIONS SECTION OF THIS MOC. IN THE EVENT THE **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** LIABILITY CONDITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE CONDITIONS FOR THIS **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** LIABILITY SECTION SHALL PREVAIL:

1. Reporting Requirements for **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**.
   a. An incident, **CLAIM**, or **SUIT** must be reported in writing by the **NAMED MEMBER** to **CCS JPA** immediately upon knowledge or receipt of an incident, demand, **CLAIM** or **SUIT**.
   b. Should an incident, **CLAIM**, or **SUIT** alleging **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** first become known to the **NAMED MEMBER** at the end of the **PERIOD OF COVERAGE**, the **NAMED MEMBER** will be allowed a maximum of sixty (60) days following the end of the **PERIOD OF COVERAGE** to report the incident, **CLAIM**, or **SUIT** to **CCS JPA** and such report will be deemed first made during the **PERIOD OF COVERAGE** and coverage will be available for the **COVERED PARTIES**

under this MOC to the extent coverage is not otherwise excluded or limited.

c. The **NAMED MEMBER** must report in writing to **CCS JPA** within sixty (60) days of first having knowledge of, or becoming aware of in any manner, any of the following:
   (1) An arrest or criminal complaint filed against any **COVERED PARTY** that involves any allegation of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**;
   (2) An investigation opened or being conducted by the **NAMED MEMBER** that involves any allegation of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**;
   (3) An investigation opened or being conducted by any governmental agency that involves any allegation of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**;
   (4) Any verbal or written disciplinary action undertaken by the **NAMED MEMBER** against any **COVERED PARTY** because of any allegation of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**;
   (5) Any paid or unpaid administrative leave enforced by the **NAMED MEMBER** against any **COVERED PARTY** because of any allegation of suspicion of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**; or
   (6) Any matter that has been, or should have been, reported to the California Commission on Teacher Credentialing.

2. Any **DEFENSE** provided for any lender qualifying as an **ADDITIONAL COVERED PARTY** or for the **CHARTERING AUTHORITY** is contingent upon that party's compliance and cooperation with **CCS JPA** as described under the GENERAL CONDITIONS portion of this MOC and a copy of those GENERAL CONDITIONS will be made available to these parties for that purpose.

3. If either the **NAMED MEMBER** or **CCS JPA** cancels or does not renew this MOC for a reason other than non-payment of premium or non-compliance with the terms and conditions of this MOC, the **NAMED MEMBER** may purchase, subject to **CCS JPA's** board approval, an extended period of time to report a **CLAIM** or **SUIT** that is first made after the expiration of the **PERIOD OF COVERAGE** and arising out of an **OCCURRENCE** involving **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** that first began after the **RETROACTIVE DATE** shown in the Declarations and ending prior to the expiration of this **PERIOD OF COVERAGE** subject to the following conditions:

   a. The **NAMED MEMBER** must make a written request for this extended time to report to **CCS JPA** within 30 days after the end of the **PERIOD OF COVERAGE**.
   b. Coverage under this extended period of time to report shall not apply to any incident, **CLAIM**, or **SUIT** that has been previously reported to **CCS JPA.**

   If **CCS JPA** approves of and authorizes the issuance of any extended time to report, the additional premium for this extended period of time to report must be paid in full within 30 days of the date the board authorizes the issuance notice to the **NAMED MEMBER**. Such premium is fully earned as of the date of issuance and no portion and this additional premium shall be returned for any reason to the **NAMED MEMBER**.

   Coverage under this extended period of time to report does not apply to any **OCCURRENCE** that first began after the end of this **PERIOD OF COVERAGE**, nor does coverage apply to any **OCCURRENCE** that continues after the end of this **PERIOD OF COVERAGE**.

   The coverage provided under this extended period of time to report is part of, and not in addition to, the **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT LIABILITY AGGREGATE LIMIT**.

4. If any other coverage is available to the **COVERED PARTY**, whether such coverage is called primary, excess, or pro rata with, other valid and collectible self-insurance, indemnity funds, risk-pool coverage, or insurance, or not, the coverage afforded by this extended period of time to report shall not apply.

CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT DEFINITIONS

IN THE EVENT THE **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** LIABILITY DEFINITIONS

CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** LIABILITY SECTION SHALL PREVAIL:

1. **AGGREGATE LIMIT** means: The maximum amount shown in the SCHEDULE OF LIMITS in the DECLARATIONS for which **CCS JPA** shall be liable during a single **PERIOD OF COVERAGE,** regardless of the number of covered incidents**, CLAIMS, SUITS,** or **COVERED PARTIES.**

2. **CHARTERING AUTHORITY** means: A school district, county board of education, or the state board, that granted the charter to the **NAMED MEMBER** as per Education Code 47613. (e) or any amendments thereto.

3. **CLAIM** means: All notices or **SUITS** demanding payment of money based on, or arising out of the same **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** or series of **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** by one or more persons. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

4. **CLAIMS-MADE** means: A **CLAIM, SUIT,** incident or matters reported in accordance with Section IV CONDITIONS.

5. **RETROACTIVE DATE** means: The date shown in the Declarations page for **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT** Liability.

SECTION V EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY

EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY INSURING AGREEMENTS

THIS IS A **CLAIMS-MADE** COVERAGE FORM AND CERTAIN CONDITIONS AND LIMITATIONS APPLY. PLEASE READ THIS SECTION CAREFULLY.

1. To pay on behalf of the **NAMED MEMBER** all sums for which the **NAMED MEMBER** becomes legally obligated to pay as **DAMAGES**, by reason of liability imposed for an **EMPLOYMENT PRACTICES CLAIM** brought by an **EMPLOYEE** or a **THIRD-PARTY CLAIM** brought by a **THIRD PARTY**, that first began after the **RETROACTIVE DATE** shown in the Declaration page of this MOC subject to the **AGGREGATE LIMIT** of coverage shown in the SCHEDULE OF LIMITS.

2. To pay on behalf of the **NAMED MEMBER** all sums for which the **NAMED MEMBER** becomes legally obligated to pay solely as **DEFENSE COSTS**, by reason of liability imposed for a **WAGE AND HOUR CLAIM** that first began after the **RETROACTIVE DATE** shown in the Declaration page of this MOC subject to the **AGGREGATE LIMIT** as a sub-limit of coverage shown in the SCHEDULE OF LIMITS.

3. To pay on behalf of the **NAMED MEMBER** all sums for which the **NAMED MEMBER** becomes legally obligated to pay solely as **DEFENSE COSTS**, by reason of liability imposed for an **IMMIGRATION CLAIM** that first began after the **RETROACTIVE DATE** shown in the Declaration page of this MOC subject to the **AGGREGATE LIMIT** as a sub-limit of coverage shown in the SCHEDULE OF LIMITS.

4. In the event a **NAMED MEMBER** assumes, in writing, the obligation to respond to a covered **EMPLOYMENT PRACTICES CLAIM**, a **THIRD-PARTY CLAIM**, a **WAGE AND HOUR CLAIM**, or an **IMMIGRATION CLAIM** as described in sections 1., 2., and 3. above, the **NAMED MEMBER** may elect a lawyer meeting the minimum qualifications and subject to the conditions, reporting obligations, and hourly billing rates as described in SECTION V ENDORSEMENT NO. 1 **NAMED MEMBER** CHOICE OF COUNSEL.

5. An incident, **CLAIM**, or **SUIT** arising out of an **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT** that was reported to **CCS JPA** as required by the reporting condition shown in SECTION V CONDITIONS will be deemed first made during the **PERIOD OF COVERAGE** and coverage will be available for the **COVERED PARTIES**, or the **CHARTERING AUTHORITY** under this MOC to the extent coverage is not otherwise excluded or limited.

6. Subject to all other MOC limitations, terms and conditions, with respect to any incident, **CLAIM**, or **SUIT** for an **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**, **CCS JPA** will indemnify the **COVERED PARTY** or the **CHARTERING AUTHORITY** for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which, by either agreement, admission, settlement or adjudication of a **CLAIM**, it is determined that the **COVERED PARTY** committed an **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT** which shall not be imputed to any other **COVERED PARTY** or the **CHARTERING AUTHORITY**. This coverage is included in the **AGGREGATE LIMIT**.

7. The **AGGREGATE LIMIT** shown in the SCHEDULE OF LIMITS, subject to the terms and conditions of this MOC, establishes the most **CCS JPA** shall pay for the **COVERAGE PERIOD**, regardless of the number of **COVERED PARTIES** or **CHARTERING AUTHORITY**, incidents, **CLAIMS**, and **SUITS**, whether or not arising out of the same or related **EMPLOYMENT PRACTICES WRONGFUL ACTS**, a **THIRD-PARTY**

WRONGFUL ACTS, an **IMMIGRATION WRONGFUL ACTS**, or a **WAGE AND HOUR WRONGFUL ACTS**.

8. All **DAMAGES** arising out of the same, related, or interrelated **EMPLOYMENT PRACTICES WRONGFUL ACTS** or a **THIRD-PARTY WRONGFUL ACTS** committed by the same person, or two or more persons acting together, during any **PERIOD OF COVERAGE** provided by **CCS JPA** to the **NAMED MEMBER** shall be considered one **CLAIM** or **SUIT**, regardless of:
    a. The number of **EMPLOYMENT PRACTICES WRONGFUL ACTS** or **THIRD-PARTY WRONGFUL ACTS** or series of acts;
    b. The number of civil actions, **CLAIMS** or persons acted upon;
    c. The number of victims of **EMPLOYMENT PRACTICES WRONGFUL ACTS** or **THIRD-PARTY WRONGFUL ACTS**;
    d. The number of locations where the **EMPLOYMENT PRACTICES WRONGFUL ACTS** or **THIRD-PARTY WRONGFUL ACTS** occurred;
    e. The number of acts of **EMPLOYMENT PRACTICES WRONGFUL ACTS** or **THIRD-PARTY WRONGFUL ACTS** prior to the time the **CLAIM** is made to **CCS JPA**; or
    f. The period of time over which such acts occur.

9. All **DEFENSE COSTS** arising out of the same, related, or interrelated **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT** committed by the same person, or two or more persons acting together, during any **PERIOD OF COVERAGE** provided by **CCS JPA** to the **NAMED MEMBER** shall be considered one **CLAIM** or **SUIT**, regardless of:
    a. The number of **IMMIGRATION WRONGFUL ACTS**, or a **WAGE AND HOUR WRONGFUL ACTS** or series of acts;
    b. The number of civil actions, **CLAIMS** or persons acted upon;
    c. The number of victims of I**MMIGRATION WRONGFUL ACTS** or **WAGE AND HOUR WRONGFUL ACTS**;
    d. The number of locations where the **IMMIGRATION WRONGFUL ACTS** or **WAGE AND HOUR WRONGFUL ACTS** occurred;
    e. The number of acts of **IMMIGRATION WRONGFUL ACTS** or **WAGE AND HOUR WRONGFUL ACTS** prior to the time the **CLAIM** is made to **CCS JPA**; or
    f. The period of time over which such acts occur.

EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY EXCLUSIONS

IN THE EVENT THE EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage**. More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY** or the **CHARTERING AUTHORITY**.

2. **Injury or Damage**. For **BODILY INJURY**, **PERSONAL INJURY** other than as a direct result of, from, or arising out of, **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**.

3. An **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT** that first began prior to the **RETROACTIVE DATE** shown in the Declarations Page.

4. An **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT** that ended prior to the **RETROACTIVE DATE** shown in the Declarations Page.

5. Any **CLAIM** or **SUIT** which is made after the expiration of the **PERIOD OF COVERAGE**.

6. Any **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT** that takes place or continues to take place after expiration of the **PERIOD OF COVERAGE**.

7. Any incident, **CLAIM**, **SUIT**, or notice of which was previously provided to **CCS JPA**, self-insurance, indemnity funds, risk-pool coverage, or insurance, prior to the inception date of this MOC.

8. Any incident, **CLAIM**, or **SUIT** caused by or resulting from, in whole or in part, any act that is expected or intended from the standpoint of the **COVERED PARTY** or the **CHARTERING AUTHORITY**, including, but not limited to, assaults, batteries, any criminal act, or any fraudulent or malicious act, error, or omission committed by or with the knowledge or consent of the **COVERED PARTY**.

   This exclusion does not apply to an incident, **CLAIM**, or **SUIT** until it is determined by **CCS JPA**, in its sole discretion, that the incident, **CLAIM**, or **SUIT** arose out of the **COVERED PARTY'S** or the **CHARTERING AUTHORITY'S** expected, intentional, or criminal act, or any fraudulent or malicious act, error, or omission, or was committed by, or with the knowledge or consent of, a **COVERED PARTY** or the **CHARTERING AUTHORITY**, which shall not be imputed to any other **COVERED PARTY** or the **CHARTERING AUTHORITY**.

9. Any incident, **CLAIM**, or **SUIT** caused by or resulting from, in whole or in part, due to a failure to comply with any statute requiring the mandatory reporting of any known or suspected **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**.

   This exclusion does not apply until it is determined by **CCS JPA**, in its sole discretion, that the incident, **CLAIM**, or **SUIT** arose out of the **COVERED PARTY'S** or the **CHARTERING AUTHORITY'S** intentional, knowing, or willful failure to comply with the statute, or a conscious disregard of the statutory reporting requirements, which shall not be imputed to any other **COVERED PARTY** or the **CHARTERING AUTHORITY**.

10. **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**. Any incident, **CLAIM**, or **SUIT** caused by or resulting from, in whole or in part any act that is deemed at any time to be a **CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT**.

11. Any incident, **CLAIM**, or **SUIT** caused by or resulting from, in whole or in part, for any actual or alleged violation of the responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retrain-ing Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, all as amended, or any rules or regulations promulgated thereunder, or similar provisions of any common or statutory Federal, state or local law; provided, however, this exclusion does not apply to any such **CLAIM**, except a **WAGE AND HOUR CLAIM**, alleging violations of the Equal Pay Act or **RETALIATION**.

12. Any incident, **CLAIM**, or **SUIT** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any prior or pending litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry, including without limitation any investigation by the United States Department of Labor or the United States Equal Employment Opportunity Commission, filed or pending on or before the **RETROACTIVE DATE**.

13. Any incident, **CLAIM**, or **SUIT** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving any fact, circumstance, situation, transaction or event underlying or alleged in such litigation or administrative or regulatory proceeding, demand letter or formal or informal governmental investigation or inquiry, including any investigation by the United States Department of Labor or the United States Equal Employment Opportunity Commission.

14. Any incident, **CLAIM**, or **SUIT** alleging, based upon, arising out of, attributable to, directly or indirectly resulting from, in consequence of, or in any way involving, any actual or alleged responsibility, obligation or duty of any **COVERED PARTY** pursuant to any workers compensation, unemployment insurance, social security, disability benefits or pension benefits or similar law.

This exclusion shall not apply to any such **CLAIM** alleging **RETALIATION**.

EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY CONDITIONS

THESE CONDITIONS ARE IN ADDITION TO THOSE STATED IN THE GENERAL CONDITIONS SECTION OF THIS MOC. IN THE EVENT THE EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY CONDITIONS CONFLICT WITH ANY OTHER CONDITIONS IN THIS MOC, THE CONDITIONS FOR THIS EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY SECTION SHALL PREVAIL:

1. Reporting Requirements for **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**.
    a. An incident, **CLAIM**, or **SUIT** must be reported in writing by the **NAMED MEMBER** to **CCS JPA** immediately upon knowledge or receipt of an incident, demand, **CLAIM** or **SUIT**.
    b. Should an incident, **CLAIM**, or **SUIT** alleging an **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT,** an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT** first become known to the **NAMED MEMBER** at the end of the **PERIOD OF COVERAGE**, the **NAMED MEMBER** will be allowed a maximum of sixty (60) days following the end of the **PERIOD OF COVERAGE** to report the incident, **CLAIM**, or **SUIT** to **CCS JPA** and such report will be deemed first made during the **PERIOD OF COVERAGE** and coverage will be available for the **COVERED PARTIES** under this MOC to the extent coverage is not otherwise excluded or limited.
    c. The **NAMED MEMBER** must report in writing to **CCS JPA** within sixty (60) days of first having knowledge of, or becoming aware of in any manner, any of the following:
        (1) An arrest or criminal complaint filed against any **COVERED PARTY** that involves any allegation of **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**;
        (2) An investigation opened or being conducted by the **NAMED MEMBER** that involves any allegation of **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**;
        (3) An investigation opened or being conducted by any governmental agency that involves any allegation of **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**;
        (4) Any verbal or written disciplinary action undertaken by the **NAMED MEMBER** against any **COVERED PARTY** because of any allegation of **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**; or
        (5) Any paid or unpaid administrative leave enforced by the **NAMED MEMBER** against any **COVERED PARTY** because of any allegation of suspicion of **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT**.
2. If either the **NAMED MEMBER** or **CCS JPA** cancels or does not renew this MOC for a reason other than non-payment of premium or non-compliance with the terms and conditions of this MOC, the **NAMED MEMBER** may purchase an extended period of time to report a **CLAIM** or **SUIT** that is first made after the expiration of the **PERIOD OF COVERAGE** and arising out of an **OCCURRENCE** involving **EMPLOYMENT**

PRACTICES WRONGFUL ACT that first began after the **RETROACTIVE DATE** shown in the Declarations and ending prior to the expiration of this **PERIOD OF COVERAGE** subject to the following conditions:

a. The **NAMED MEMBER** must make a written request for this extended time to report to **CCS JPA** within 30 days after the end of the **PERIOD OF COVERAGE**;

b. Coverage under this extended period of time to report shall not apply to any incident, **CLAIM**, or **SUIT** that has been previously reported to **CCS JPA**;

c. If the **NAMED MEMBER** purchases an extended period of time to report a **CLAIM** or **SUIT** as specified hereinabove, the additional contribution for this extended period of time to report must be paid in full within 30 days of the effective cancellation date, or in the event of a refusal to renew, within 30 days of the expiration of the **PERIOD OF COVERAGE**, and as more specifically set forth in this paragraph below. Such contribution is fully earned as of the date of issuance and no portion of this additional contribution shall be returned for any reason to the **NAMED MEMBER**.

   a. Options for Extended Reporting Period (ERP):

      i. 1 Year ERP = 100% of the **NAMED MEMBER** contribution specific to EMPLOYMENT PRACTICES LIABILITY.

      ii. 2 Year ERP = 125% of the **NAMED MEMBER** contributions specific to EMPLOYMENT PRACTICES LIABILITY.

3. Coverage under this extended period of time to report does not apply to any **OCCURRENCE** that first began after the end of this **PERIOD OF COVERAGE**, nor does coverage apply to any **OCCURRENCE** that continues after the end of this **PERIOD OF COVERAGE**.
4. The coverage provided under this extended period of time to report is part of, and not in addition to, the **EMPLOYMENT PRACTICES LIABILITY** and **THIRD-PARTY LIABILITY AGGREGATE LIMIT**.
5. If any other coverage is available to the **COVERED PARTY**, whether such coverage is called primary, excess, or pro rata with, other valid and collectible self-insurance, indemnity funds, risk-pool coverage, or insurance, or not, the coverage afforded by this extended period of time to report shall not apply.

EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY DEFINITIONS

IN THE EVENT THE EMPLOYMENT PRACTICES LIABILITY or THIRD-PARTY LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS EMPLOYMENT PRACTICES LIABILITY SECTION SHALL PREVAIL:

1. **AGGREGATE LIMIT** means: The maximum amount shown in the **SCHEDULE OF LIMITS** in the **DECLARATIONS** for which **CCS JPA** shall be liable during a single **PERIOD OF COVERAGE**, regardless of the number of covered incidents, **CLAIMS**, **SUITS**, or **COVERED PARTIES**.
2. **CHARTERING AUTHORITY** means: A school district, county board of education, or the state board, that granted the charter to the **NAMED MEMBER** as per Education Code 47613.(e) or any amendments thereto.
3. **CLAIM** means: All notices or **SUITS** demanding payment of money based on, or arising out of the same **EMPLOYMENT PRACTICES WRONGFUL ACT**, a **THIRD-PARTY WRONGFUL ACT**, an **IMMIGRATION WRONGFUL ACT**, or a **WAGE AND HOUR WRONGFUL ACT** by one or more persons. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.
4. **CLAIMS-MADE** means: A **CLAIM**, **SUIT**, incident or matters reported in accordance with the Section V CONDITIONS.
5. **DAMAGES** mean monetary compensation which a **COVERED PARTY** is legally obligated to pay as a result of a **CLAIM** or **SUIT** arising from an **OCCURRENCE** to which this **MOC** applies. **DAMAGES**, solely as relates to this coverage section, includes front pay, back pay, pre-judgment, and post-judgment interest paid if ordered by a court, mediator or arbitration proceeding.

   DAMAGES do not include any of the following:

   a. Fines or penalties imposed by law, including punitive damages, multiples of damages, or exemplary damages;

   b. **DECLARATORY RELIEF**, injunctive or equitable relief, or quasi-judicial or administrative orders;

   c. Repayment of any tax or assessment that was wrongfully obtained, or any interest on such tax or assessment;

d. Amount paid or payable for the purchase or permanent acquisition of property or property rights, or for the right to permanently enforce an ordinance, regulation or restriction on the use of property;
e. Any form of compensation that is routinely paid by a **NAMED MEMBER** to its **EMPLOYEES**;
f. The cost of any remedial, preventative or other non-monetary relief, including without limitation any costs associated with compliance with any such relief of any kind or nature imposed by any judgment, settlement or governmental authority;
g. Amounts owed under any employment contract, partnership, stock or other ownership agreement, or any other type of contract;
h. Disability, social security, workers compensation, medical insurance, retirement or pension benefit payments, or settlement amounts representing benefit payments;
i. The costs to modify or adapt any building or property to be accessible or accommodating, or to be more accessible or accommodating, to any disabled person;
j. The cost of creating or reinstating employment;
k. Any amount for which the **NAMED MEMBER** is not financially liable or legally obligated to pay.
l. Monetary compensation sought or fees, costs, charges and reasonable and necessary expenses incurred by a third party in pursuit of a **CLAIM** or **SUIT** excluded under this MOC; or
m. The salaries, expense and administrative cost of **CCS JPA**, the **COVERED PARTY** or **CCS JPA's** Third-Party Claims Administrator.

6. **RETROACTIVE DATE** means: The date shown in the Declarations page for **EMPLOYMENT PRACTICES LIABILITY** and **THIRD-PARTY LIABILITY**.

SECTION VI LAW ENFORCEMENT ACTIVITIES LIABILITY

LAW ENFORCEMENT ACTIVITIES LIABILITY INSURING AGREEMENTS

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** all sums which the **NAMED MEMBER** is legally obligated to pay by reason of the liability imposed upon the **NAMED MEMBER** by law for **DAMAGES** arising out of **PERSONAL INJURY, BODILY INJURY** or **PROPERTY DAMAGE** or the loss of use thereof, arising out of or resulting from **LAW ENFORCEMENT ACTIVITIES**, including **INCIDENTAL MEDICAL MALPRACTICE** arising out of **LAW ENFORCEMENT ACTIVITIES**, which occur during the **COVERAGE PERIOD** and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

Reimbursement of **DEFENSE COSTS** Incurred Prior to Denial or Declination of Coverage. With respect only to this Section V, **CCS JPA** agrees, subject to all other MOC limitations, terms and conditions, that as to any **CLAIM** or **SUIT** for which coverage is denied, **CCS JPA** will pay on behalf of the **NAMED MEMBER** for all reasonable **DEFENSE COSTS** to the extent such **DEFENSE COSTS** are incurred prior to the date on which said declination of coverage is communicated to the **NAMED MEMBER**.

LAW ENFORCEMENT ACTIVITIES LIABILITY COVERAGE EXTENSIONS

Subject to all other MOC limitations, terms and conditions, this Section V is extended to cover **BODILY INJURY**, **PERSONAL INJURY**, or **PROPERTY DAMAGE** resulting from **LAW ENFORCEMENT ACTIVITIES** due to the reasonable use of teargas, mace or similar substances by a **COVERED PARTY** within the scope of their employment by the **NAMED MEMBER**. This coverage extension applies only if the **NAMED MEMBER's** operations meet all the standards of any statute, ordinance, regulation or license requirement of any Federal, State or local government which apply to those operations.

LAW ENFORCEMENT ACTIVITIES LIABILITY EXCLUSIONS

IN THE EVENT THE LAW ENFORECEMENT ACTIVITIES LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS LAW ENFORCEMENT ACTIVITIES LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage**. More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. Damage to or destruction of property of the **NAMED MEMBER**.

3. **Violation of Statutes or Intentional Act.** Any **CLAIM** or **SUIT** for **BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY**, including any award of attorneys' fees and costs, resulting from:
    a. Any knowing and intentional violation of any subsection of Title 42 of the U.S. Code, including but not limited to 42 U.S.C § 1981 thru 42 U.S.C. §1989 and 42 U.S.C. §1997;
    b. Any knowing and intentional deprivation of any rights protected under the United States Constitution or the Constitution of any State, Territory, or Protectorate of the United States;
    c. Any act which is not reasonably related to the execution and/or enforcement of Federal, State, or local law; or
    d. Any act committed with the knowledge and intent to cause **BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY**, or which could reasonably be expected to cause **BODILY INJURY**, **PROPERTY DAMAGE**, or **PERSONAL INJURY,** unless the act of the **COVERED PARTY** was reasonably necessary to lawfully prevent injury to persons or damage to property.

However, Exclusion 3. shall not apply to any vicarious liability on the part of the **NAMED MEMBER** arising solely out of an act by any other **NAMED MEMBER** resulting from **LAW ENFORCEMENT ACTIVITIES** and

excluded herein. This provision applies only to the liability of the **NAMED MEMBER** to pay any settlement, verdict or judgment; providing that the sole liability imposed on the **NAMED MEMBER** does not arise from any contractual duty to pay on behalf of any other **NAMED MEMBER.**

4. The cost of any investigation, disciplinary or criminal proceedings against a **COVERED PARTY,** except that **CCS JPA** may, at its own option and expense, associate counsel in the defense of any such investigation, criminal or disciplinary proceeding. Should **CCS JPA** elect to associate counsel, such elections shall not constitute a waiver or estoppel of any rights **CCS JPA** may have pursuant to the terms, conditions, exclusions and limitations of this MOC.

5. Any claim arising from **WRONGFUL ACTS** except as provided under this Section for discrimination or violation of Civil Rights arising out of **LAW ENFORCEMENT ACTIVITIES**.

LAW ENFORCEMENT ACTIVITIES LIABILITY DEFINITIONS

IN THE EVENT THE LAW ENFORECEMENT ACTIVITIES LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS LAW ENFORCEMENT ACTIVITIES LIABILITY SECTION SHALL PREVAIL:

1. **CLAIM** means all notices or **SUITS** demanding the payment of money based upon, or arising out of, the same **OCCURRENCE** or a series of related **OCCURRENCES** by one or more **COVERED PARTIES**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

2. **INCIDENTAL MEDICAL MALPRACTICE** means **BODILY INJURY** or **PERSONAL INJURY** arising out of the rendering of or failure to render emergency and/or **FIRST AID** medical services which shall be understood to include, but not limited to, the dispensing of medication and/or administering of inoculations and/or blood tests and the like (i.e. medicines/tests normally administered by a Healthcare Department that are preventative in nature and do not require advanced medical diagnosis) and where there are no overnight stays in a medical facility.

   However, **INCIDENTAL MEDICAL MALPRACTICE** does not include services provided by:
   a. A hospital, clinic, or emergency room facility;
   b. A physician, physician's assistant, nurse practitioner, chiropractor, resident, extern, or intern;
   c. A psychiatrist;
   d. A pharmacist; or
   e. A dentist, orthodontist, or periodontist.

   This exclusion does not apply to medical services required to be performed by a physician or nurse practitioner while required to be in attendance at school athletic events or meets.

3. **LAW ENFORCEMENT ACTIVITIES** means the activities of a **COVERED PARTY** authorized by the **NAMED MEMBER** to protect the premises and/or operations of the **NAMED MEMBER** with respect to the prevention and detection of crimes or violations of written policies established by the **NAMED MEMBER. LAW ENFORCEMENT ACTIVITIES** do not include **EMPLOYMENT PRACTICE VIOLATIONS**. In addition, with respect to **LAW ENFORCEMENT ACTIVITIES** only, **PERSONAL INJURY** also includes any injury (other than **BODILY INJURY** or **PROPERTY DAMAGE**) arising out of discrimination or violation of civil rights.

SECTION VII AUTOMOBILE

AUTOMOBILE LIABILITY INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** all sums which the **NAMED MEMBER** is obligated to pay by reason of the liability imposed upon the **NAMED MEMBER** by law or assumed by the **NAMED MEMBER** under contract or agreement, for **DAMAGES** arising out of any **ACCIDENT** on account of **BODILY INJURY**, and/or **PROPERTY DAMAGE**, arising out of the ownership, maintenance or use of any **AUTOMOBILE**, during the **PERIOD OF COVERAGE** and subject to the **ACCIDENT LIMIT** of coverage shown in the SCHEDULE OF LIMITS.

AUTOMOBILE MEDICAL PAYMENTS. **CCS JPA** agrees, subject to the MOC limitations, terms and conditions, to pay on behalf of the **NAMED MEMBER** all reasonable **MEDICAL PAYMENTS** incurred by the **NAMED MEMBER** to others as are necessary at the time of an **OCCURRENCE** due to **BODILY INJURY** arising out of the use of any **AUTOMOBILE** and subject to the per person and **ACCIDENT LIMITS** of coverage shown in the SCHEDULE OF LIMITS.

UNINSURED MOTOR VEHICLE liability. **CCS JPA** agrees, subject to the MOC limitations, terms and conditions, to provide coverage for **ACCIDENTS** involving a third party operating an **UNINSURED MOTOR VEHICLE** and subject to the **ACCIDENT** limit of coverage shown in the SCHEDULE OF LIMITS.

Conformance with Statute: While a covered **AUTOMOBILE** is temporarily operated within the coverage **TERRITORY** but outside the State of California, and so long as the covered **AUTOMOBILE** is principally garaged in the State of California, **CCS JPA** will provide the minimum amounts and types of other coverages, such as no-fault or Personal Injury Protection (PIP) required by the jurisdiction in which the covered **AUTOMOBILE** is being used.

Owned & Scheduled Vehicles. This section includes coverage for **AUTOMOBILES** owned by the **NAMED MEMBER** and scheduled with **CCS JPA** while on official business of the **NAMED MEMBER**.

Non-owned and **HIRED AUTO.** This section also includes coverage for any **COVERED PARTY** using a **HIRED AUTOMOBILE** with the permission of the **NAMED MEMBER** and/or a non-owned **AUTOMOBILE** while on official business of the **NAMED MEMBER**.

AUTOMOBILES Owned by **EMPLOYEES** or **VOLUNTEERS**. An **AUTOMOBILE** owned by an **EMPLOYEE** or **VOLUNTEER** of the **NAMED MEMBER** is provided coverage afforded by this Section while the **AUTOMOBILE** is being used by an **EMPLOYEE** or **VOLUNTEER** while on official business of the **NAMED MEMBER**. Coverage provided by this Section shall be deemed excess to the coverage of the **EMPLOYEE'S** or **VOLUNTEER'S** personal coverage, which is deemed to be primary coverage regardless of any statutory provision. The intent of this coverage shall not be interpreted to extend coverage to an **AUTOMOBILE** owned by other public or private entities, which are made available to the **NAMED MEMBER**. For these non-owned **AUTOMOBILES**, the terms and conditions already contained in this MOC shall apply.

AUTOMOBILE LIABILITY EXCLUSIONS

IN THE EVENT THE AUTOMOBILE LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS AUTOMOBILE LIABILITY SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. **Drivers. CCS JPA** reserves the right to exclude drivers from coverage who have committed one or more driving violations, including but not limited to, the following:
   a. Any arrest or conviction of a felony within 10 years prior to the beginning of the **PERIOD OF COVERAGE**, or any such arrest or conviction of a **COVERED PARTY** during the **PERIOD OF**

COVERAGE, including but not limited to, driving under the influence of alcohol or any drug that impairs the driver's ability to safely operate a motor vehicle or distracted driving violations resulting in **BODILY INJURY** or **PROPERTY DAMAGE;**

b. The suspension of a **COVERED PARTY's** Driver License during the **PERIOD OF COVERAGE**;

c. Two (2) or more At-Fault accidents on a **COVERED PARTY's** motor vehicle record; or

d. Any **COVERED PARTY** who has accumulated three (3) or more points over a period of three (3) years on the **COVERED PARTY's** driving record as determined by the Department of Motor Vehicles.

3. **Contractual Liability.** **BODILY INJURY** or **PROPERTY DAMAGE** for which the **NAMED MEMBER** is obligated to pay **DAMAGES** by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for **DAMAGES**:

   a. That the **NAMED MEMBER** would have in the absence of the contract or agreement; or

   b. Assumed in a contract or agreement that is a **NAMED MEMBER CONTRACT**, provided the **BODILY INJURY** or **PROPERTY DAMAGE** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in a **NAMED MEMBER CONTRACT**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than a **COVERED PARTY** are deemed to be **DAMAGES** because of **BODILY INJURY** or **PROPERTY DAMAGE**, provided:

      (1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **NAMED MEMBER CONTRACT**; and

      (2) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which **DAMAGES** to which this MOC applies are alleged.

4. **Employee Injury.** **DAMAGES** or **MEDICAL PAYMENTS** to **EMPLOYEES** of the **NAMED MEMBER** injured in the course and scope of their employment. This includes any consequential **BODILY INJURY** to the **EMPLOYEE's** family members. However, this exclusion does not apply to liability assumed under a **NAMED MEMBER CONTRACT**.

5. **Mexico**. **BODILY INJURY** or **PROPERTY DAMAGE** arising in Mexico.

6. **Mobile Equipment.** **DAMAGES** arising out of the ownership, maintenance or use, including loading and unloading, of **MOBILE EQUIPMENT**, unless such **MOBILE EQUIPMENT** is subject to financial responsibility laws at the time of the accident.

7. **Non-Compliance.** **DAMAGES** arising out of the ownership, maintenance or use of passenger vans with capacity of 12 or more passengers, including the driver, used for transporting students that are non-compliant with State and Federal law.

8. **Pollution**. For the investigation, defense, loss, including loss of use, **BODILY INJURY** or **PROPERTY DAMAGE** caused by the release, discharge, dispersal, seepage or migration of **POLLUTANTS** anywhere, anytime, in any way, whether accidental or intentional, sudden or intermittent or continuous:

   a. That are, or that are contained, in any property that is:

      (1) Being transported or towed by, handled, or handled for movement into, onto or from, an **AUTOMOBILE**;

      (2) Otherwise in the course of transit by or on behalf of the **NAMED MEMBER**; or

      (3) Being stored, disposed of, treated or processed in or upon an **AUTOMOBILE**;

   b. Before the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from the place where they are accepted by the **NAMED MEMBER** for movement into or onto an **AUTOMOBILE**; or

   c. After the **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are moved from an **AUTOMOBILE** to the place where they are finally delivered, disposed of or abandoned by the **NAMED MEMBER**.

Except:
Paragraph a. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **POLLUTANTS** that are needed for, or result from the normal electrical, hydraulic or mechanical functioning of an **AUTOMOBILE** or its parts, if:

a. The **POLLUTANTS** escape, seep, migrate, or are discharged, dispersed or released directly from an **AUTOMOBILE** part designed by its manufacturer to hold, store, receive or dispose of such **POLLUTANTS**; or
b. The **BODILY INJURY** or **PROPERTY DAMAGE** do not arise out of the operation of any equipment defined as **MOBILE EQUIPMENT**.

Paragraphs b. and c. of this exclusion do not apply to accidents that occur away from **PREMISES** owned by or rented to a **NAMED MEMBER** with respect to **POLLUTANTS** not in or upon an **AUTOMOBILE** if:

a. The **POLLUTANTS** or any property in which the **POLLUTANTS** are contained are upset, overturned or damaged as a result of the maintenance or use of an **AUTOMOBILE**; or
b. The discharge, dispersal, seepage, migration, release or escape of the **POLLUTANTS** is caused directly by such upset, overturn or damage.

9. **Racing.** **AUTOMOBILES** used in any professional or organized racing, demolition contest, or stunting activity, or while practicing for such contest or activity.

10. **Unauthorized Use.** **DAMAGES** arising out of the use of an **AUTOMOBILE** where such use is not authorized by the **NAMED MEMBER**.

11. **Certain Vehicles.** **DAMAGES** arising out of the ownership, maintenance or use of vehicles with less than or greater than four wheels while being used in student driver training programs.

AUTOMOBILE LIABILITY DEFINITIONS

IN THE EVENT THE AUTOMOBILE LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS AUTOMOBILE LIABILITY SECTION SHALL PREVAIL:

1. **AUTOMOBILE** means any land motor vehicle intended or designed for public road use, trailer or semi-trailer, including its equipment and any other equipment permanently attached thereto, but **AUTOMOBILE** does not include:
   a. The use of any trailer, semi-trailer, or commercial truck trailer for the hauling or transportation of commercial products for remuneration, including the use of such vehicles in a **NAMED MEMBER's** student-training program whether remuneration is received or not; or
   b. **MOBILE EQUIPMENT** unless the **MOBILE EQUIPMENT** is subject to financial responsibility laws at the time of the **ACCIDENT.** Self-propelled vehicles with the following types of permanently attached equipment are considered **AUTOMOBILES,** if the self-propelled vehicles are designed primarily for:
      (1) Snow removal;
      (2) Road maintenance, but not construction or resurfacing; or
      (3) Street cleaning.

      The following are not considered an **AUTOMOBILE** even if they are being towed by or carried on an **AUTOMOBILE**:
      (1) Watercraft, boat, or camping or travel trailer; or
      (2) **RECREATIONAL MOTOR VEHICLES**.
   c. Motorcycles whether configured as two or three-wheeled vehicles.

2. **CLAIM** means a demand received by a **NAMED MEMBER** for **DAMAGES** arising out of an **ACCIDENT** involving any covered **AUTOMOBILE**. No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

3. **HIRED AUTOMOBILE** means only those **AUTOMOBILES** leased, hired, rented or borrowed by a **NAMED MEMBER**. This does not include any **AUTOMOBILES** leased, hired, rented or borrowed from another **NAMED MEMBER**.

4. **MEDICAL PAYMENTS** means reasonable expenses for **FIRST AID** at the time of an **ACCIDENT**, necessary medical, surgical, x-ray and dental services, ambulance, hospital, professional nursing and funeral services.

5. **MOBILE EQUIPMENT** means any of the following types of land vehicles, including any attached machinery or equipment:
    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
    b. Vehicles maintained for use solely on or next to **PREMISES** the **NAMED MEMBER** owns or rents;
    c. Vehicles that travel on crawler treads;
    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
        (1) Power cranes, shovels, loaders, diggers or drills; or
        (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
    e. Vehicles not described in a., b., c., or d. above, that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
        (1) Air compressors, pumps and generators including spraying, welding, building, cleaning, geophysical exploration, lighting and well servicing equipment; or
        (2) Cherry pickers and similar devices used to raise or lower workers;
    f. Vehicles not described in a., b., c., or d. above, maintained primarily for purposes other than the lawful transportation of persons or cargo.

6. **RECREATIONAL MOTOR VEHICLE** means any motor vehicle designed for recreation, including those used off public roads, and camping or travel trailers, and all-terrain vehicles (ATVs). A motor vehicle that has been converted specifically for use as a classroom and which contains no built-in cooking or sleeping facilities, and is not utilized for student transportation is not a **RECREATIONAL MOTOR VEHICLE**.

7. **TERRITORY** means the coverage area, excluding Mexico, provided under this MOC which applies worldwide for any **SUIT** brought and maintained in the United States, provided that:
    a. The **AUTOMOBILE** is principally garaged in California and scheduled with **CCS JPA**; and
    b. California law shall apply to the determination of any **CLAIM** or **SUIT**, and apply to the interpretation of this MOC.

8. **UNINSURED MOTOR VEHICLE** means the definition provided by each State's statute and includes underinsured motor vehicle, if included within the meaning of each State's statute.

AUTOMOBILE PHYSICAL DAMAGE INSURING AGREEMENT

CCS JPA agrees, subject to the MOC limitations, exclusions, terms and conditions to pay on behalf of the **NAMED MEMBER** for all risks of direct physical loss, for loss or damage occurring during the **COVERAGE PERIOD** to **AUTOMOBILES** owned, scheduled and/or hired by the **NAMED MEMBER** or for which the **NAMED MEMBER** has an obligation to provide coverage, wherever located, including the cost to rent an **AUTOMOBILE** of like kind as a result of the covered **PHYSICAL DAMAGE.**

Long Term Automobile Leases. NAMED MEMBER shall inform **CCS JPA** of **AUTOMOBILES** leased for a period of six (6) months or longer. **AUTOMOBILES** meeting such long-term lease arrangements and scheduled with **CCS JPA** shall be considered Scheduled **AUTOMOBILES** and will not be subject to the **HIRED**

AUTOMOBILE Physical Damage **DEDUCTIBLE**, while being used on official business of the **NAMED MEMBER**.

AUTOMOBILE PHYSICAL DAMAGE CONDITIONS

Valuation: **CCS JPA** will pay on behalf of the **NAMED MEMBER** based on the lesser of the cost to repair the **AUTOMOBILE** or the **ACTUAL CASH VALUE** of the **AUTOMOBILE** at the time of loss. If the **ACTUAL CASH VALUE** is lesser than the cost to repair the **AUTOMOBILE** but the lease or loan obligation is greater than the **ACTUAL CASH VALUE**, then **CCS JPA** will pay the lesser of the cost to repair the **AUTOMOBILE** or the amount remaining on the lease or loan obligation at the time of loss.

Automatic Acquisition Clause: This coverage is automatically extended to cover additional **AUTOMOBILES** and/or interests of the **NAMED MEMBER**, usual and/or incidental to the operations of the **NAMED MEMBER**, and which are acquired, or for which the **NAMED MEMBER** becomes legally liable, during the **COVERAGE PERIOD** under this MOC.

However, **NAMED MEMBER** shall provide **CCS JPA** with a report of any such newly acquired **AUTOMOBILE** within ninety (90) days from the date the **NAMED MEMBER** acquires or becomes legally liable for the vehicle, provided that the vehicle is acquired or interests secured during the **PERIOD OF COVERAGE.**

AUTOMOBILE PHYSICAL DAMAGE EXCLUSIONS

IN THE EVENT THE AUTOMOBILE PHYSICAL DAMAGE EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS AUTOMOBILE PHYSICAL DAMAGE SECTION SHALL PREVAIL:

1. **Other Coverage**. More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. Loss to any covered auto while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity, or while any covered auto is being prepared for such contest or activity.

3. Any **CLAIM** for **DAMAGES** arising out of the use of an **AUTOMOBILE** where such use is not authorized by the **NAMED MEMBER**.

4. **Drivers. CCS JPA** reserves the right to exclude drivers from coverage who have committed one or more driving violations, including but not limited to, the following:
    a. Any arrest or conviction of a felony within 10 years prior to the beginning of the **PERIOD OF COVERAGE**, or any such arrest or conviction of a **COVERED PARTY** during the **PERIOD OF COVERAGE**, including but not limited to, driving under the influence of alcohol or any drug that impairs the driver's ability to safely operate a motor vehicle or distracted driving violations resulting in **BODILY INJURY** or **PROPERTY DAMAGE;**
    b. The suspension of a **COVERED PARTY's** Driver License during the **PERIOD OF COVERAGE**;
    c. Two (2) or more At-Fault accidents on a **COVERED PARTY's** motor vehicle record; or
    d. Any **COVERED PARTY** who has accumulated three (3) or more points over a period of three (3) years on the **COVERED PARTY's** driving record as determined by the Department of Motor Vehicles.

5. Loss due and confined to:
    a. Wear and tear, freezing, mechanical or electrical breakdown; or
    b. Blowouts, punctures or other road damage to tires.

6. This MOC does not cover for loss to a covered auto due to diminution in value.

7. **Mexico. PROPERTY DAMAGE** arising in Mexico.

8. **Non-Compliance. DAMAGES** arising out of the ownership, maintenance or use of passenger vans with capacity of 12 or more passengers, including the driver, used for transporting students that are non-compliant with State and Federal law.

AUTOMOBILE PHYSICAL DAMAGE DEFINITIONS

IN THE EVENT THE AUTOMOBILE PHYSICAL DAMAGE DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS AUTOMOBILE PHYSICAL DAMAGE SECTION SHALL PREVAIL:

1. **ACTUAL CASH VALUE** means the cost to repair or replace covered property minus depreciation.

2. **AUTOMOBILE** means any land motor vehicle, trailer or semi-trailer, designed for travel on public roads or any other land vehicle that is subject to compulsory or financial responsibility law where it is licensed or principally garaged. **AUTOMOBILE** does not include **MOBILE EQUIPMENT;** however, self-propelled vehicles with the following types of permanently attached equipment are considered **AUTOMOBILES**, if the self-propelled vehicles are designed primarily for:
   a. Snow removal;
   b. Road maintenance, but not construction or resurfacing; or
   c. Street cleaning.

   The following are not considered an **AUTOMOBILE** even if they are being towed by or carried on an **AUTOMOBILE**:
   a. Watercraft, boat, or camping or travel trailer;
   b. **RECREATIONAL MOTOR VEHICLES**; or
   c. Motorcycles whether configured as two or three-wheeled vehicles.

3. **CLAIM** means a demand received by a **NAMED MEMBER** for **DAMAGES** arising out of an **ACCIDENT** involving a **NAMED MEMBER's AUTOMOBILE**.

   No **CLAIM** exists where the only **DAMAGES** sought or demanded are costs of **SUIT** and/or attorney's fees.

4. **TERRITORY** means the coverage area, excluding Mexico, provided under this MOC which applies worldwide for any **SUIT** brought and maintained in the United States, provided that:
   a. The **AUTOMOBILE** is principally garaged in California and scheduled with **CCS JPA**; and
   b. California law shall apply to the determination of any **CLAIM** or **SUIT**, and apply to the interpretation of this MOC.

SECTION VIII: DIRECTORS AND OFFICERS LIABILITY AND FIDUCIARY LIABILITY

DIRECTORS AND OFFICERS LIABILITY and FIDUCIARY LIABILITY policy with Scottsdale Insurance Company, Effective 7/1/2025 - 7/1/2026, policy number EKS3577861 & EKS3577858.

Coverage follows the form of the above referenced policy. Please refer to that policy for all terms, conditions, and exclusions. All applicable deductibles are as stated in the SCHEDULE OF LIMITS of this MOC.

The DIRECTORS AND OFFICERS LIABILITY and FIDUCIARY LIABILITY POLICY. This MOC shall follow all coverage terms, conditions and exclusions set forth in the Scottsdale policy.

SECTION IX: EXCESS REINSURANCE

Excess Reinsurance is subject to the terms and conditions of the applicable underlying coverage areas and limits set forth in the SCHEDULE OF LIMITS. Excess Reinsurance shall apply to the following coverage areas:

SECTION I	GENERAL LIABILITY
SECTION II	EMPLOYEE BENEFITS LIABILITY
SECTION III	EDUCATOR'S LEGAL LIABILITY
SECTION IV	CHILDHOOD SEXUAL ASSAULT, CHILD ABUSE OR NEGLECT LIABILITY
SECTION V	EMPLOYMENT PRACTICES LIABILITY AND THIRD-PARTY LIABILITY
SECTION VI	LAW ENFORCEMENT ACTIVITIES LIABILITY
SECTION VII	AUTOMOBILE LIABILITY
Errors & Omissions, including elected or appointed board members (as stated within the SELF MOC)	

1. Excess Reinsurance does not apply to any sublimits in any coverage Section.

2. Excess Reinsurance is subject to all the terms, conditions and exclusions of the underlying coverage areas.

SECTION X WORKERS' COMPENSATION and EMPLOYER'S LIABILITY

WORKERS' COMPENSATION INSURING AGREEMENT

CCS JPA agrees to pay on behalf of the **NAMED MEMBER** those sums that the **NAMED MEMBER** shall become legally obligated to pay as a Qualified Self-Insurer under **WORKERS' COMPENSATION LAW**, in the State of California, subject to the terms, conditions and exclusions of this MOC.

This coverage applies to **BODILY INJURY** by **ACCIDENT** or disease including resulting death, provided that:

1. The **BODILY INJURY** by **ACCIDENT** occurs during the **PERIOD OF COVERAGE**; or

2. The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **NAMED MEMBER**. The **EMPLOYEE's** last day of exposure to those conditions causing or aggravating such **BODILY INJURY** by disease while employed must occur during the **PERIOD OF COVERAGE**.

WORKERS' COMPENSATION EXCLUSIONS

IN THE EVENT THE WORKERS' COMPENSATION EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS WORKERS' COMPENSATION SECTION SHALL PREVAIL:

1. **Other Coverage.** More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. Punitive or exemplary damages because of:

    a. **BODILY INJURY** by **ACCIDENT** or **BODILY INJURY** by disease sustained by any **EMPLOYEE**;
    b. The **NAMED MEMBER's** conduct or anyone acting for the **NAMED MEMBER** in investigations, defense or settlement of any **CLAIM** made pursuant to the **WORKERS' COMPENSATION LAW**;
    c. The **NAMED MEMBER's** serious or willful misconduct;
    d. The **NAMED MEMBER's** knowing employment of a person in violation of the law;
    e. The **NAMED MEMBER's** failure to comply with any health or safety law or regulation or any **WORKERS' COMPENSATION LAW**;
    f. The **NAMED MEMBER's** discharge, coercion or discrimination against any employee in violation of the law; or
    g. The **NAMED MEMBER's** failure to pay or delay in paying benefits pursuant to the **WORKERS' COMPENSATION LAW**.

3. Any payments made by the **NAMED MEMBER** arising out of operations for which the **NAMED MEMBER** has rejected any **WORKERS' COMPENSATION LAW**.

4. Any assessment made upon the **NAMED MEMBER**, whether imposed by statute, regulation or otherwise.

EMPLOYER'S LIABILITY INSURING AGREEMENT

CCS JPA agrees to pay for **DAMAGES** that the **NAMED MEMBER** shall become legally obligated to pay as a Qualified Self-Insurer of **EMPLOYER'S LIABILITY**, in the State of California, subject to the terms, conditions and exclusions of this MOC and subject to the **OCCURRENCE** limit of coverage shown in the SCHEDULE OF LIMITS.

This coverage applies to **BODILY INJURY** by **ACCIDENT** or disease which arises out of and in the course of the injured **EMPLOYEE's** employment by the **NAMED MEMBER**, provided that:

1. The **BODILY INJURY** by **ACCIDENT** occurs during the **PERIOD OF COVERAGE**; or

2. The **BODILY INJURY** by disease is caused or aggravated by the conditions of employment by the **NAMED MEMBER**. The **EMPLOYEE's** last day of exposure to those conditions causing or aggravating such **BODILY INJURY** by disease while employed must occur during the **PERIOD OF COVERAGE** of this MOC and employment by the **NAMED MEMBER** is necessary or incidental to work conducted for the **MEMBER** in the state of hire, or as covered in the Section **OTHER STATES' WORKERS' COMPENSATION EXTENSION**.

EMPLOYER'S LIABILITY EXCLUSIONS

IN THE EVENT THE EMPLOYER'S LIABILITY EXCLUSIONS CONFLICT WITH ANY OTHER EXCLUSIONS IN THIS MOC, THE EXCLUSIONS FOR THIS WORKERS' COMPENSATION SECTION SHALL PREVAIL:

1. **Other Coverage**. More specifically covered under any other Section of the MOC and/or any other coverage available to the **COVERED PARTY**.

2. Liability assumed under contract or agreement.

3. **BODILY INJURY** arising from any activity involving aircraft owned, rented, leased, hired or borrowed by the **NAMED MEMBER.**

4. Punitive or exemplary **DAMAGES**.

5. **BODILY INJURY** to an employee while employed in violation of law with the **NAMED MEMBER's** actual knowledge or the actual knowledge of the **NAMED MEMBER's** executive officers.

6. **DAMAGES** arising out of operations for which the **NAMED MEMBER** or the **NAMED MEMBER's** supervisory personnel has:
    a. Violated or failed to comply with any **WORKERS' COMPENSATION LAW**;
    b. Rejected any **WORKERS' COMPENSATION LAW**; or
    c. Intentionally caused or aggravated **BODILY INJURY**.

7. Any obligation imposed by a **WORKERS' COMPENSATION**, occupational disease, unemployment compensation, or disability benefits law or any similar law.

8. **BODILY INJURY** intentionally caused or aggravated by the **NAMED MEMBER**.

9. **BODILY INJURY** occurring outside the United States, its territories or possessions, and Canada. This exclusion does not apply to **BODILY INJURY** to a citizen or resident of the United States or Canada, who is temporarily working outside of these countries for the **NAMED MEMBER**.

10. **DAMAGES** arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, disparagement, harassment, humiliation, discrimination, against, or termination of any **EMPLOYEE**, or any personnel practices, policies, acts or omissions.

11. Fines or penalties imposed for violation of Federal or State law.

OTHER STATES' WORKERS' COMPENSATION EXTENSION

This coverage extension applies in States other than the State of hire if an **EMPLOYEE** of the **NAMED MEMBER** is injured in such a State, and if the work of such injured **EMPLOYEE** of the **NAMED MEMBER** was within the scope of such **EMPLOYEE's** employment, at the direction of the **NAMED MEMBER**, and was temporary and transitory in such other State, provided the **NAMED MEMBER** is not insured or a Qualified Self-Insurer in such other State.

WORKERS' COMPENSATION and EMPLOYER'S LIABILITY DEFINITIONS

IN THE EVENT THE WORKERS' COMPENSATION and EMPLOYER'S LIABILITY DEFINITIONS CONFLICT WITH ANY OTHER DEFINITIONS IN THIS MOC, THE DEFINITIONS FOR THIS WORKERS' COMPENSATION/EMPLOYER'S LIABILITY SECTION SHALL PREVAIL:

1. **ACCIDENT** means each **ACCIDENT** or **OCCURRENCE** or series of **ACCIDENTS** or **OCCURRENCES** arising out of any one event. Disease means an **ACCIDENT** only if it results in **BODILY INJURY** directly caused from that **ACCIDENT**.

2. **BODILY INJURY** means physical injury (including death) to any person, and any mental anguish or shock, sickness, disease, disability or death associated with or arising from such physical injury.

3. **CLAIM** means an **OCCURRENCE** for which a **NAMED MEMBER** seeks, or may seek, coverage under this MOC.

4. **COVERED PARTY** means not only the **NAMED MEMBER** as stated on the DECLARATIONS page, but also includes past, present or future officials, members of boards or commissions, trustees, directors, officers, partners, student teachers, or employees of the **NAMED MEMBER** while acting within the scope of their duties as such, and any person, organization, trustee or estate to whom the **NAMED MEMBER** is obligated by virtue of a written contract or agreement to provide coverage such as is offered by this MOC, but only in respect of operations by or on behalf of the **NAMED MEMBER**.

   COVERED PARTY does not include a sponsoring district of a **NAMED MEMBER**, unless obligated by virtue or written contract or agreement to provide insurance or coverage such as is offered by this MOC .

5. **DAMAGES** mean those amounts which the **NAMED MEMBER** is obligated to pay due to **BODILY INJURY** by **ACCIDENT** or disease for:
   a. which the **NAMED MEMBER** is liable to a third party by reason of a **CLAIM**, **SUIT**, or proceeding against the **NAMED MEMBER** to recover **DAMAGES** obtained from the third party;
   b. care and loss of services of an injured **EMPLOYEE** of the **NAMED MEMBER**; or
   c. **CONSEQUENTIAL** bodily injury to a spouse, child, parent, brother or sister of the injured **EMPLOYEE** of the **NAMED MEMBER**;

   Provided such **DAMAGES** in a., b., and c. above are the direct consequence of **BODILY INJURY** that arises out of and in the course of the injured **EMPLOYEE's** employment by the **NAMED MEMBER**;

   d. **BODILY INJURY** to an **EMPLOYEE** of the **NAMED MEMBER** arising out of and in the course of employment, claimed against the **NAMED MEMBER** in a capacity other than as employer.

6. **DEDUCTIBLE** means that portion of the loss for which the **NAMED MEMBER** is responsible, subject to all the terms and conditions of this MOC.

7. **EMPLOYEE** means a natural person performing work which renders the **NAMED MEMBER** liable under the **WORKERS' COMPENSATION LAW** of the State of California which is the state of the injured **EMPLOYEE's** normal employment, for **BODILY INJURY** or occupational disease sustained by such person.

8. **NAMED MEMBER** means the charter school listed in Item I on the DECLARATIONS page of this MOC.

9. **SUIT** means a civil proceeding in which **BODILY INJURY** is alleged. **SUIT** includes:
   a. An arbitration proceeding in which such **BODILY INJURY** is claimed and to which the **NAMED MEMBER** must submit; or
   b. Any other alternative dispute resolution proceeding in which such **BODILY INJURY** is claimed and to which the **NAMED MEMBER** submits with **CCS JPA's** consent.

10. **PERIOD OF COVERAGE** means the length of time that the MOC is in effect as stated in Item II on the Declaration page of this MOC.

11. **WORKERS' COMPENSATION LAW** means the workers' compensation law or occupational disease law of each State of hire, or as covered under this Section. It includes any amendments to those laws which are in effect during the **PERIOD OF COVERAGE**. It does not include provisions of any law that provides non-occupational disability benefits.

SECTION XI: STUDENT ACCIDENT

STUDENT ACCIDENT policy with United States Fire Insuarnce Company, Effective 7/1/25 - 7/1/26, policy number US 2233241.

Coverage for applicable self-insured retentions and/or deductibles follows the form of the above referenced policy, please refer to that policy for all terms, conditions, and exclusions.

Please note that a **DEDUCTIBLE of Two Thousand and Five Hundred Dollars ($2,500) shall apply on a per injury basis for the following activities:**

1. Water depths greater than 2 feet (including but not limited to scuba diving, sailing, fishing, swimming, dunk tanks)

2. Height more than 6 ft (including but not limited to ziplining, rock climbing, bungee jumping, high ropes course)

3. Jumping and/or inflatable devices (including but not limited to trampolines*, bounce houses, hamster balls, zorb balls, slides, mazes, and obstacle courses)

4. Activities involving animals* (including but not limited to horseback riding)

5. Carnival rides

6. Weapons of any kind (including but not limited to airsoft and paintbull guns, shooting ranges, etc.)

7. Fire (including but not limited to fireworks)

*Except mini-trampolines and horseback riding when part of Special Education Programs.

SECTION XII PROPERTY

PROPERTY

PROPERTY policies with insurance carriers listed below, Effective 5/1/2025 - 5/1/2026.

- Underwriters of Lloyds of London, policy number EW0250424, EW0253024 & EW0250624.
- Westchester Surplus Lines Insurance Company, policy number D39198812002.
- Lexington Insurance Company, policy number 061384916.
- Ironshore Specialty Insurance Co., policy number 1000601977-03.
- Steadfast Insurance Company, policy number CPP-7466073-01.
- Evanston Insurance Company, policy number MKLV5XPR002125.
- Axis Surplus Insurance Company, policy number P-001-000559464-01.
- Mitsui Sumitomo Insurance Co of America, policy number EXP7001282.
- Kinsale Insurance Company, policy number 0100298616-1.
- Princeton Excess & Surplus Lines Insurance Company, policy number 78-A3-XP-0000817-04.
- Beazley Excess & Surplus Insurance, Inc, policy number D373BE250201.
- Continental Casualty Company, policy number 7092018923.

Coverage follows the form of the above referenced policy. Please refer to that policy for all terms, conditions, and exclusions. All applicable deducitbles are as stated in the SCHEDULE OF LIMITS of this MOC.

Property Damage Sublimit for Leased Premises:

1. This Memorandum of Coverage shall provide property coverage for leased premises due to a covered cause of loss, excluding normal wear and tear, to which the **NAMED MEMBER** is not contractually required to insure but are contractually obligated to maintain with limits up to $25,000 per occurrence for real property damage, including building glass, during the term of a lease under which the **NAMED MEMBER** is contractually obligated to repair or replace such real property, provided the property location is listed on the Property Schedule.

2. **CCS JPA** shall indemnify the **NAMED MEMBER** under this coverage section for the lessor of:

   a. The cost to repair or restore the damaged property to the condition it was in immediately prior to the loss;
   b. The cost to replace the damaged property; or
   c. The value designated on the Property Schedule for the property.

3. DEDUCTIBLE: $1,000 per **OCCURRENCE**

WATERCRAFT Sublimit:

1. This Memorandum of Coverage shall provide property coverage with limits up to $10,000 for a **WATERCRAFT** owned and scheduled by a **NAMED MEMBER**. As used herein, **WATERCRAFT** means a vessel designed to transport persons or property in or through water which is less than 26 feet in length.

2. **CCS JPA** shall indemnify the **NAMED MEMBER** under by this coverage section for the lesser of:
   a. The cost to repair or restore the **WATERCRAFT** to the condition that existed immediately prior to the loss;
   b. The cost to replace the **WATERCRAFT**; or
   c. The value designated on the Property Schedule for the **WATERCRAFT**.

3. **DEDUCTIBLE**: $1,000 per **OCCURRENCE**

SECTION XIII: ADDITIONAL PROGRAM COVERAGES

TERRORISM LIABILITY

TERRORISM LIABILITY policy with Underwriters Lloyd's, London, Effective 7/1/2025 - 7/1/2026, policy number 5N460514002.

Coverage follows the form of the above referenced policy. Please refer to that policy for all terms, conditions, and exclusions. All applicable deductibles are as stated in the SCHEDULE OF LIMITS of this MOC.

TERRORISM PROPERTY

TERRORISM PROPERTY policy with Underwriters Lloyd's, London, Effective 7/1/2025 - 7/1/2026, policy number 5N460514002.

Coverage follows the form of the above referenced policy. Please refer to that policy for all terms, conditions, and exclusions. All applicable deductibles are as stated in the SCHEDULE OF LIMITS of this MOC.

CYBER LIABILITY

CYBER LIABILITY policy with Crum & Forster Specialty Insurance Company, Effective 7/1/2025 - 7/1/2026, policy number CYB-114257.

Coverage follows the form of the above referenced policy. Please refer to that policy for all terms, conditions, and exclusions. All applicable deductibles are as stated in the SCHEDULE OF LIMITS of this MOC.

POLLUTION LIABILITY AND FIRST PARTY REMEDIATION

POLLUTION LIABILITY AND FIRST PARTY REMEDIATION policy with Beazley Insurance Company, Effective 7/1/2025 - 7/1/2026, policy number D3502C250301.

Coverage follows the form of the above referenced policy. Please refer to that policy for all terms, conditions, and exclusions. All applicable deductibles are as stated in the SCHEDULE OF LIMITS of this MOC.

CRIME

CRIME policy with Hanover Insurance Company, Effective 7/1/2024 - 7/1/2027, policy number BD3-H083548.

Coverage follows the form of the above referenced policy. Please refer to that policy for all terms, conditions, and exclusions. All applicable deductibles are as stated in the SCHEDULE OF LIMITS of this MOC.

DEADLY WEAPONS PROTECTION

DEADLY WEAPONS PROTECTION policy with Syndicate 2623/623 at Lloyds, Effective 7/1/25 - 7/1/26, policy number D377A1250401.

Coverage follows the form of the above referenced policy. Please refer to that policy for all terms, conditions, and exclusions. All applicable deductibles are as stated in the SCHEDULE OF LIMITS of this MOC.



Local Control and Accountability Plan

Local Control Funding Formula (LCFF) Budget Overview for Parents Template

Developed by the California Department of Education, December 2024
Instructions are located at
https://www.cde.ca.gov/re/lc/documents/budgetoverviewins2025.docx

LCFF Budget Overview for Parents: Data Input

Local Educational Agency (LEA) name:	Excelsior Charter School
CDS code:	36-10363-3630761
LEA contact information:	Dr. Derek King
Coming School Year:	2025-26
Current School Year:	2024-25

*NOTE: The "High Needs Students" referred to in the tables below are Unduplicated Students for LCFF funding purposes.

Projected General Fund Revenue for the 2025-26 School Year	**Amount**
Total LCFF funds	$ 36,248,522
LCFF supplemental & concentration grants	$ 7,216,027
All other state funds	$ 3,477,214
All local funds	$ 340,607
All federal funds	$ 1,631,066
Total Projected Revenue	$ 41,697,409

Total Budgeted Expenditures for the 2025-26 School Year	**Amount**
Total Budgeted General Fund Expenditures	$ 41,754,160
Total Budgeted Expenditures in the LCAP	$ 10,037,223
Total Budgeted Expenditures for High Needs Students in the LCAP	$ 8,088,415
Expenditures not in the LCAP	$ 31,716,937

Expenditures for High Needs Students in the 2024-25 School Year	**Amount**
Total Budgeted Expenditures for High Needs Students in the LCAP	$ 7,375,347
Actual Expenditures for High Needs Students in LCAP	$ 7,500,822

Not for Inclusion with the Template

LCFF Budget Overview for Parents Narrative Responses Sheet

A prompt may display based on information provided in the Data Input tab. If a prompt displays the local educational agency must respond to the prompt.

Required Prompt(s)	Response(s)
Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).	
No response required.	
No response required.	

LCFF Budget Overview for Parents

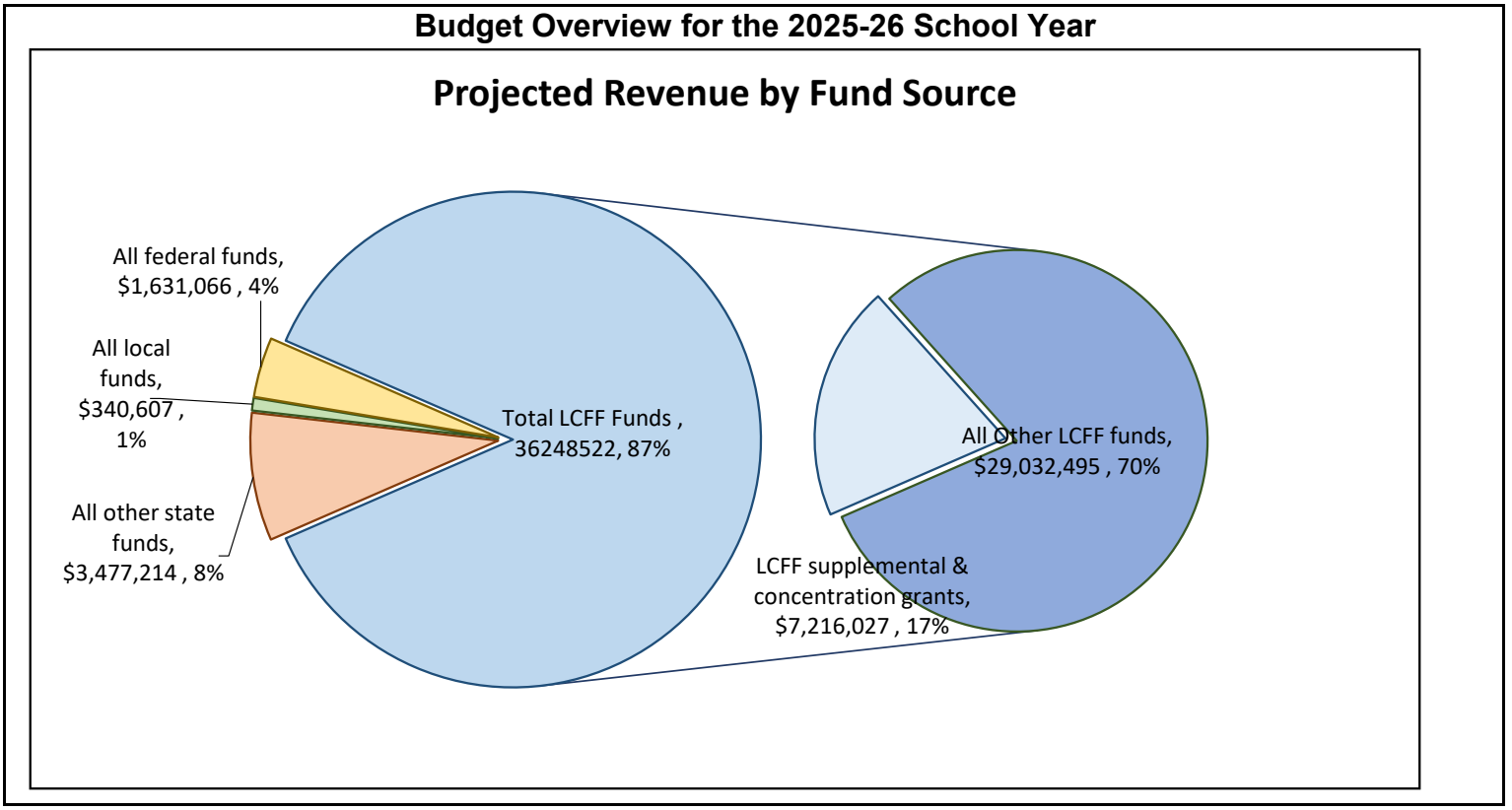
Local Educational Agency (LEA) Name: Excelsior Charter School

CDS Code: 36-10363-3630761

School Year: 2025-26

LEA contact information: Dr. Derek King

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

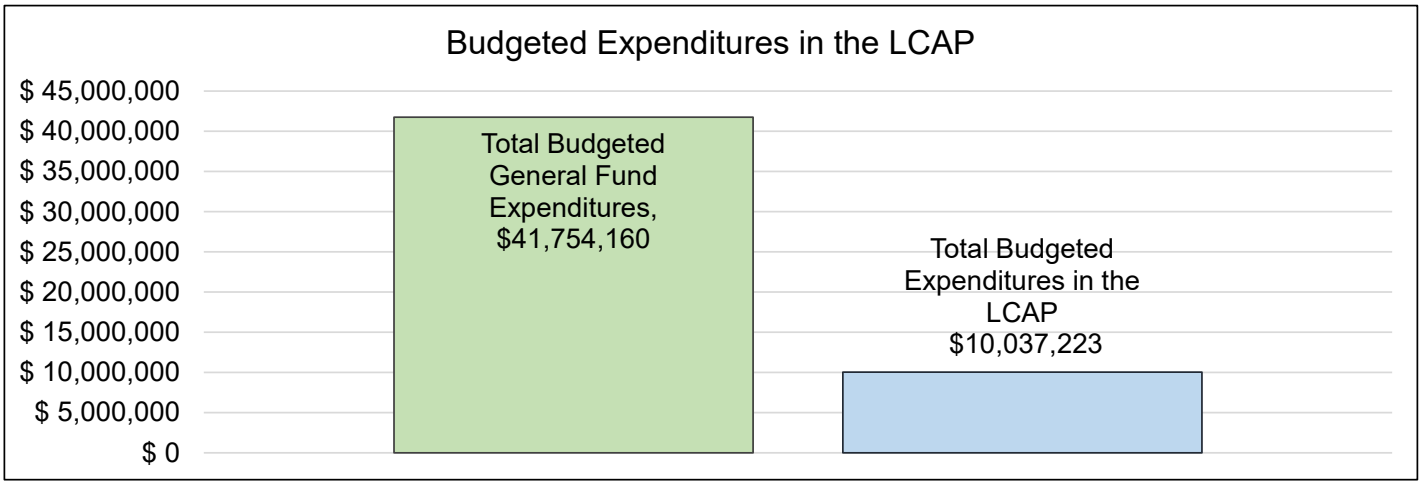


This chart shows the total general purpose revenue Excelsior Charter School expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Excelsior Charter School is $41,697,409.00, of which $36,248,522.00 is Local Control Funding Formula (LCFF), $3,477,214.00 is other state funds, $340,607.00 is local funds, and $1,631,066.00 is federal funds. Of the $36,248,522.00 in LCFF Funds, $7,216,027.00 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.

LCFF Budget Overview for Parents



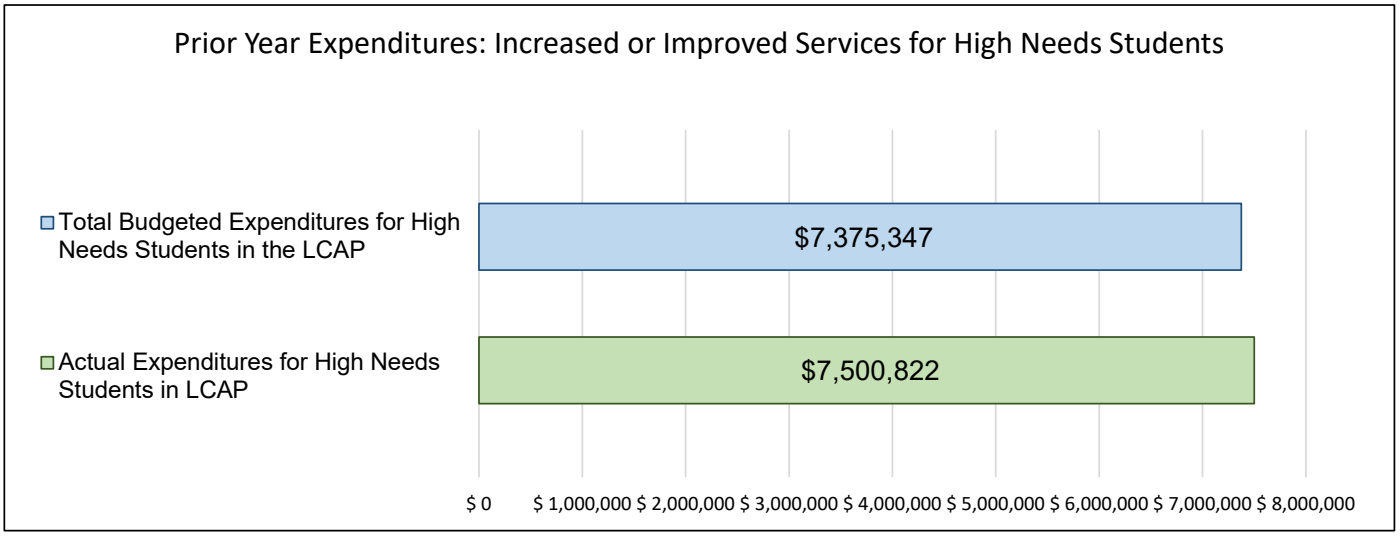
This chart provides a quick summary of how much Excelsior Charter School plans to spend for 2025-26. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Excelsior Charter School plans to spend $41,754,160.00 for the 2025-26 school year. Of that amount, $10,037,223.00 is tied to actions/services in the LCAP and $31,716,937.00 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Excelsior Charter School is projecting it will receive $7,216,027.00 based on the enrollment of foster youth, English learner, and low-income students. Excelsior Charter School must describe how it intends to increase or improve services for high needs students in the LCAP. Excelsior Charter School plans to spend $8,088,415.00 towards meeting this requirement, as described in the LCAP.

Update on Increased or Improved Services for High Needs Students in 2024-25



LCFF Budget Overview for Parents

This chart compares what Excelsior Charter School budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Excelsior Charter School estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2024-25, Excelsior Charter School's LCAP budgeted $7,375,347.00 for planned actions to increase or improve services for high needs students. Excelsior Charter School actually spent $7,500,822.00 for actions to increase or improve services for high needs students in 2024-25.

Accessibility Information

This workbook contains 3 dynamic charts located in the 'Template' tab. The chart in cell A7 with the title "Projected Revenue by Fund Source", the full text description is located in cell A9. The chart in cell A11 with the title "Budgeted Expenditures in the LCAP", the full text description is located in cell A13. The chart in cell A16 with the title "Prior Year Expenditures: Increased or Improved Services for High Needs Students", the full text description is located in cell A18.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Excelsior Charter Schools	Dale Lee, Assistant Superintendent of Educational Services	DaleL@Excelsior.com 760-245-4262

Plan Summary [LCAP Year 2025-2026]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Excelsior Charter Schools is a public state-funded, accredited charter school serving students in grades 7 through 12 across seven campuses located in San Bernardino County. As a non-classroom-based Local Educational Agency (LEA), Excelsior provides a unique, flexible hybrid instructional model that combines in-person, virtual-synchronous, and independent study formats. This approach empowers students with a variety of personalized pathways to achieve academic success and postsecondary readiness.

As of the 2024 academic year, Excelsior Charter Schools serves a total enrollment of 2,120 students. The student population reflects significant ethnic diversity, comprising approximately 58.4% Hispanic (1,238 students), 24.8% White (526 students), 10% African American/Black (211 students), 5% identifying with two or more races (105 students), and smaller populations of Asian and Filipino students (11 each, representing 0.5% each).

Each student at Excelsior receives a customized class schedule designed by a credentialed counselor or administrator based on their individual academic goals, needs, and interests. Students may access a range of instructional modalities, including on-campus courses (offered Tuesday through Friday), dual (college) enrollment, virtual classes, and independent study. This flexible model allows for tailored learning experiences that support both remediation and acceleration, as well as preparation for postsecondary education and career pathways through the integration of Career Technical Education (CTE) programs.

Academic progress is monitored through a comprehensive system of standardized assessments and curriculum-aligned evaluations. Students complete quarterly summative exams, formative assessments, and daily assignments

that align with unit-based course pacing and California State Standards. The Canvas Learning Management System (LMS) is the central hub for curriculum access, assignment tracking, and communication. Canvas also offers a dedicated parent portal, enabling families to remain actively involved in their child's educational progress.

To ensure students are well-prepared for statewide assessments, Excelsior administers the STAR Renaissance reading and math assessments, along with the Smarter Balanced Interim Assessments. These tools provide data for instructional planning and readiness for the annual CAASPP (California Assessment of Student Performance and Progress) testing cycle.

Student and staff well-being is a key priority for Excelsior Charter Schools. The LEA offers robust mental health services through a combination of in-person school counselors, virtual mental health supports, and real-time monitoring systems that facilitate early identification and intervention. This ensures timely coordination with community-based services and supports a safe and supportive learning environment.

Strong communication and collaboration underpin the success of Excelsior's educational model. Staff teams work closely with students and families to foster positive relationships and support learning across formats. The school's flexible structure, technology integration, and personalized scheduling offer a responsive approach to meeting the diverse academic and social-emotional needs of its student population.

Excelsior Charter Schools remains committed to academic excellence and continuous improvement, with a focus on increasing performance across key Dashboard indicators such as Mathematics, English Language Arts, English Learner progress, and College/Career readiness. This commitment is central to the LEA's mission to prepare students for success in college, career, and life beyond high school.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Excelsior Charter Schools' 2024 performance on the California School Dashboard reflects a year of both academic growth and areas requiring continued focus. The data reveals a positive trajectory in several indicators, alongside a few key metrics that the school is prioritizing for improvement moving forward.

Academic Performance

The school demonstrated growth in the majority of its academic indicators:

Mathematics improved by 5.8 points, meeting the threshold to be classified as "Increased."

English Language Arts (ELA), however, experienced a decline of 4.5 points, indicating a need for targeted intervention and support.

The English Learner Progress Indicator increased by 4.6%, advancing the school's status to the Green level with an overall designation of Medium. This improvement highlights the effectiveness of strategies aimed at supporting multilingual learners.

Conversely, the College and Career Indicator (CCI) declined by 3.3%, resulting in an overall "Prepared" rate of 33.4%. This drop points to a critical area for ongoing development as the school works to better align academic programs with postsecondary readiness goals.

Non-Academic Indicators

The non-academic data from the Dashboard and local records show varied results:

Graduation Rate: 87.3%, a decline of 3.7% from the previous year.

Chronic Absenteeism Rate: 0.5%, a notable improvement of 1.1%, reflecting success in student attendance initiatives.

Suspension Rate: 3.2%, which remained relatively stable, with a minor increase of 0.1%.

These indicators suggest that while Excelsior Charter Schools are maintaining positive climate and engagement outcomes, a focused response is needed to support students in reaching graduation and postsecondary milestones.

Performance of English Learners

Despite being identified as the lowest-performing student group in both ELA and Mathematics, English Learner students demonstrated significant gains:

ELA scores increased by 39.5 points

Mathematics scores increased by 39.8 points

These improvements, based on local assessment data and Dashboard metrics, underscore the effectiveness of targeted supports and the importance of continuing specialized instruction for this group.

Looking Ahead

The areas of decline—specifically in ELA, Graduation Rate, and CCI—have been identified as focus areas for the 2025–2026 school year. The school will intensify support for literacy development, bolster college and career readiness programming, and implement interventions aimed at improving graduation outcomes.

Overall, Excelsior Charter Schools continue to demonstrate academic resilience and positive engagement outcomes, with strategic planning in place to address performance gaps.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Not Applicable.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Not Applicable.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Not Applicable.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Not Applicable.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
Teachers and Support Staff	Teachers and support staff are included in the educational partnership meetings weekly during school site staff meetings, monthly during TEAMS meetings, and at the beginning and end of year all staff meetings. These meetings were held on the following dates: 8/26/24, 9/30/24, 10/28/24, 11/18/24, 12/16/24, 1/27/25, 2/24/25, 3/17/25, 4/28/25, 5/19/25.
Principals and Leadership Team	Principals and the overall Leadership team made up of all administrators meet bi-monthly for Leadership strategic planning meetings, monthly for District Walkthroughs to support school site Instructional Leadership, quarterly during data review meetings, and each semester for action planning. These meetings were held on the following dates: 8/5/24, 9/9/24, 10/7/24, 11/4/24, 12/2/24, 1/6/25, 2/3/25, 3/3/25, 4/7/25, 5/5/25, 6/16/25
Parents and Students	Parents and students were included in the strategic planning process with their direct involvement in School Site Council, the English Learner Advisory Committee, Coffee with the Principal and through their attendance at school board meetings. These meetings were held on the following dates: 9/25/24,11/6/24, 11/20/24, 1/8/25, 1/29/25, 3/26/25, 5/23/25, 5/28/25

Board of Directors	The board of directors was included in the educational process with their participation and inclusion at each monthly board meeting and the mid-year board of directors update and strategic planning seminar. The meetings were held on the following dates: 8/13/24, 9/10/24, 10/8/24, 11/12/24, 12/10/24, 1/28/25, 2/11/25, 2/26/25, 3/11/25, 4/8/25, 5/27/25, 6/24/25

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

The development and refinement of the 2025–2026 LCAP for Excelsior Charter Schools were directly shaped by the structured and ongoing engagement of educational partners, including teachers, support staff, site and district leadership, parents, students, and the Board of Directors. Their meaningful contributions throughout the school year informed both the overarching goals and the specific actions outlined in the LCAP.

Teachers and Support Staff:
Feedback from instructional staff was collected during weekly site staff meetings, monthly TEAMS sessions, and beginning- and end-of-year full-staff convenings. Staff emphasized the need for expanded instructional resources, equitable access to academic interventions, and enhanced formative assessment tools. As a result, the LCAP includes actions such as the adoption of Freckle for differentiated practice in ELA and Math, Accelerated Reader to support literacy engagement, and the integration of Goalbook for inclusive planning aligned with Universal Design for Learning (UDL).

Principals and Leadership Team:
Leadership input was gathered through bi-monthly strategic planning meetings, monthly district walkthroughs, quarterly data reviews, and semester action planning sessions. Site and district leaders identified the need for stronger College and Career readiness systems, leading to the inclusion of structured internship opportunities, grade-banded college events, and the development of equitable CTE pathways based on campus-specific needs assessments.

Parents and Students:
Engagement opportunities such as School Site Council, English Learner Advisory Committee (ELAC), Coffee with the Principal, and open forums during board meetings provided parents and students with a voice in shaping priorities. Their feedback highlighted the need for increased enrichment opportunities, support for English Learners, and more diverse course offerings. In response, the LCAP includes actions related to elective course expansion, performing arts access (through contracts or community college dual enrollment), and continued monitoring and intervention for EL academic performance.

Board of Directors:
The Board contributed through monthly board meetings and a mid-year strategic planning seminar, where members reviewed performance data, subgroup trends, and progress toward annual outcomes. Their input influenced the prioritization of measurable targets, including the College and Career Indicator (CCI), graduation rate, and reclassification rate for English Learners.

The adopted LCAP is the product of a collaborative process that authentically incorporated the voices of all educational partners. The resulting plan aligns resources and actions with stakeholder-identified needs and reflects a shared commitment to equitable outcomes, academic excellence, and student success across all Excelsior Charter Schools campuses.

Goals and Actions

Goal

Goal #	Description	Type of Goal
Goal #1	Excelsior Charter Schools will provide clean campuses, access to technology, sufficient instructional materials, and appropriately credentialed teachers and support staff at all school sites in order to engage students in high-quality learning facilitated by a diverse, highly qualified staff.	Conditions of Learning

State Priorities addressed by this goal.

This commitment aligns with state priorities, including Priority 1 - Basic Conditions of Learning, Priority 2 - State Standards for Conditions of Learning. and Priority 7 - Course Access for Conditions of Learning

An explanation of why the LEA has developed this goal.

Excelsior Charter Schools developed this goal in alignment with the above referenced LCFF priorities after diligent collaborative reviews of the CA State Dashboard, CALSAAS credentialing reports, Williams' report data, and internal student data. Stakeholders identified equity gaps for student groups such as Special Education, English Learner, and Independent Study students as aligned with state

standards. Improved services were identified as a need for these specific groups. Resource alignment was discussed and reviewed to ensure these groups as well as all students received equitable access to basic services such as being assigned highly qualified teachers, having neat and orderly campuses with adequate space for academics as well as social and emotional needs, and having equitable educational opportunities regardless of the method of instruction (in-person, hybrid, or independent study). The perspectives from survey data shared that not all sites had the same opportunities for SEL needs beyond classroom space for academics. Additionally, course access for Special Education, English Learner, and Independent Study students was reviewed through internal analysis of master schedules, stakeholder surveys, and transcript reviews. The need for more teaching staff and campus opportunities arose through these collaborative efforts which led to this goal's creation.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric #1.1	Teachers Without Credentials and Misassignments ("ineffective" under ESSA) as reported by the Annual SARC Report	9.54%	25.43%		5.00%	20.43%
Metric #1.2	100% of facilities in "Good Repair or Better" rating per the Williams Facilities FIT Report as published in SARC.	100%	100%		100%	0.0%
Metric #1.3	Williams Instructional Materials Audit - Standards Based Instructional Materials will always meet 1:1 for Students	100%	100%		100%	0.0%
Metric #1.4	1:1 Technology access for every student	100%	100%		100%	0.0%

Metric #1.5	Perception of safety on campus (survey data)- Parents	68%	69%		85%	16%
Metric #1.6	Perception of safety on campus (survey data)- Students	62%	65%		85%	20%
Metric #1.7	Perception of safety on campus (survey data)- Staff	89%	81%		95%	14%
Metric #1.8	SEIS reports on compliance with services delivered/internal IEP audit	LEA transitioned to SEIS during 23/24 School Year. No Baseline Data.	95%		97% of services delivered.	N/A
Metric #1.9	Ratio of Sped Students to Sped teachers & Paraeducator	Students: Teachers = 33 Students: Paraeducator = 23	Students: Teachers = 28:1 Students: Paraeducators = 23:1		Students: Teachers = 28 Students: Paraeducator = 23	Students: Teachers = 0 Students: Paraeducator = 0
Metric #1.10	Teacher Retention	91%	85%		95%	10%
Metric #1.11	Internet Safety Assembly Attendance Rate	100%	100%		100%	0.0%

Metric #1.12	HR Teacher Attendance Data	New Metric Established 23/24.	Data not available		90% Attendance	N/A

Goal Analysis for [LCAP Year 2025-2026]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

During the 2024–2025 school year, Excelsior Charter Schools made meaningful progress toward implementing planned actions aligned with the Local Control and Accountability Plan (LCAP). Several initiatives were successfully carried out as intended, while others required adjustments in scope or timing due to operational considerations.

Successes in Implementation

One major success was the strategic hiring of additional Special Education teachers to reduce individual caseloads. This initiative aligned with the LEA's goal of increasing individualized support and improving services for students with disabilities. With expanded staffing, Excelsior was able to provide more targeted support and increase the frequency of student-teacher interactions for IEP compliance and academic support.

Excelsior also continued its commitment to equitable access to technology. All students were issued 1:1 devices, and the school provided consistent support to families to ensure internet connectivity at home. These efforts minimized barriers to access in both virtual and hybrid learning environments and strengthened the school's capacity to deliver instruction across multiple platforms.

Adjustments and Substantive Differences in Implementation

In the area of employee compensation, the original LCAP called for competitive salary adjustments to attract and retain high-quality staff. While comprehensive implementation of salary increases was not feasible during the 2024–2025 school year, a Salary and Benefits Committee was reinstated to begin this important work. The committee met regularly to review compensation structures and explore options for improving employee packages. This marked a foundational step toward the broader compensation goals outlined in the LCAP.

Additionally, a formal salary study—initially anticipated for 2024–2025—was rescheduled to the 2025–2026 school year. This adjustment was made to allow adequate time for planning, vendor selection, and alignment with budget cycles. While this change delayed some aspects of the planned implementation, the groundwork laid by the committee ensures that the salary study will be strategically informed and more impactful upon execution.

Challenges Encountered

Challenges primarily centered on balancing strategic initiatives with available fiscal and staffing resources. For example, hiring qualified Special Education staff in a competitive market required sustained outreach and flexibility. Similarly, while stakeholder interest in salary and benefits reform remains strong, implementing significant compensation changes requires detailed analysis and long-term financial planning, prompting the decision to shift the salary study timeline.

Overall, Excelsior Charter Schools achieved notable implementation milestones while remaining responsive to evolving needs and resource constraints. The LEA successfully reduced special education caseloads, ensured technology equity, and reinitiated key planning structures for staff compensation. While some actions required timeline adjustments, the efforts undertaken during the 2024–2025 year have laid a solid foundation for continued progress in 2025–2026.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

As a non-classroom-based charter school operating under a hybrid instructional model, Excelsior must maintain a careful balance between hiring teachers with traditional California Commission on Teacher Credentialing (CTC) credentials and those with specialized certifications that align with the flexible, often career-focused learning pathways our students pursue.

To date, actions aimed at addressing teacher misassignments have shown early signs of effectiveness. The LEA revised internal staffing practices and review processes, leading to a measurable reduction in the misassignment percentage. These improvements reflect a more deliberate effort to align staff credentials with instructional assignments and program needs. While this progress is encouraging, the school acknowledges that additional work

remains. Excelsior will continue to explore hiring strategies, staff development, and credentialing pathways that further reduce misassignments and support programmatic alignment.

Campus Safety and Security Measures

The LEA has made significant and effective progress in advancing its safety-related goals. In response to increasing concerns about school safety, Excelsior successfully implemented multiple security enhancements across all campuses during the 2024–2025 school year. These include:

Installation of new metal detectors at every campus entrance to strengthen perimeter security.

Hiring of additional proctors and campus security personnel to increase adult supervision and presence throughout the school day.

Placement of a School Resource Officer (SRO) at the largest campus to address safety issues and provide a visible law enforcement presence.

These measures have already demonstrated effectiveness in improving the overall sense of safety and security among both students and staff. Anecdotal feedback and local data on behavioral incidents suggest that these actions have contributed to a more orderly and secure learning environment. The presence of an SRO at the largest site has also enhanced the school's ability to respond to emergencies and foster positive relationships between students and law enforcement.

Overall, the actions taken to support proper teacher credentialing and to enhance campus safety have been largely effective in moving the LEA closer to its goals. The reduction in misassignments and the successful deployment of security measures demonstrate meaningful progress. Continued monitoring and refinement of these efforts will be essential to ensuring ongoing alignment with student needs, legal requirements, and community expectations.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Based on an internal review of implementation outcomes and evolving educational priorities, Excelsior Charter Schools has made targeted adjustments to its LCAP for the upcoming year. These changes reflect a commitment to continuous improvement and alignment with both emerging trends and staff feedback.

Integration of Artificial Intelligence (AI) in Instructional Practice

In response to ongoing reflection and stakeholder dialogue, Excelsior has identified the need to explore the responsible use of Artificial Intelligence (AI) in educational settings. As a result, a new action item has been added to formally support the creation of an Artificial Intelligence Committee. This committee will be tasked with researching, evaluating, and recommending best practices for the implementation of AI tools within instructional and operational contexts.

The formation of this committee is intended to guide the integration of AI in ways that enhance student learning, support teacher productivity, and maintain ethical safeguards. The inclusion of this action represents a forward-looking shift in priorities, acknowledging the growing relevance of emerging technologies in K–12 education.

Adjustment to Staff Wellness Goal Placement

Reflecting on the importance of staff well-being and its direct impact on student achievement and school culture, Excelsior has relocated the Staff Wellness action from Goal 3 to Goal 1 in the LCAP. This change underscores the LEA's recognition that staff wellness is foundational to the success of all instructional and support programs.

By elevating this action under Goal 1—centered on conditions of learning and school climate—Excelsior aims to more explicitly prioritize the mental health, morale, and resilience of its educators and staff.

These adjustments demonstrate Excelsior Charter Schools' responsiveness to internal evaluations and stakeholder input. The addition of the AI Committee and the repositioning of the staff wellness action represent thoughtful refinements that better align the LEA's goals with its long-term vision for innovation, staff support, and high-quality learning environments.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
Action #1.1	Attract quality educators (through analyzing competitive pay and benefits)	While preparing for the upcoming year's budget, the Business Office and Human Resource departments will conduct salary and benefit compensation studies to ensure Excelsior Charter Schools' salary schedules are competitive and attractive for prospective	$147,838	No

		employes, yet sustainable long term. Excelsior will hire an external company to conduct a comprehensive salary study throughout the organization.		
Action #1.2	Safe Learning Environments	ECS will conduct safety walkthroughs to ensure learning environments are safe and are in good repair and provide an annual report with repair/replace recommendations to district administration.	$254,500	Yes
Action #1.3	Internet Safety	ECS will conduct annual staff and student safety training on internet use and will monitor internet usage internally and through third party vendors.	$98,335	No
Action #1.4	District support for technology access and implementation	ECS will utilize district staff to ensure equitable access to instructional materials and technology for educational use at all sites. District staff will provide review and training of technology prior to implementation. Quarterly audits on instructional access limitations such as home internet availability will be conducted by ECS. ECS will provide internet access through hot spots to any family in need.	$119,981	No
Action #1.5	Strengthen relationships with credentialing/internship programs	ECS district staff will continue to develop relationships with credentialing programs to ensure options for staff when seeking continuous learning or adding a credential. These relationships will also provide a direct channel for intern eligible applicants to work directly with ECS. ECS will support internal staff with credentialed mentors.	$100,933	Yes
Action #1.6	Decrease Caseloads for Special Population Staff	The ECS administration will quarterly review student to staff caseloads to ensure equitable access to their special population teacher and recommend any staffing needs.	$82,014	No
Action #1.7	Math Coach	ECS will utilize a math coach to provide ongoing training, support, and professional development to math teachers and administrators across the district.	$149,365	No

Action #1.8	ELA Coach	ECS will utilize an English coach to provide ongoing training, support, and professional development to ELA teachers and administrators across the district.	$156,091	No
Action #1.9	Wellness Opportunities for Employees	ECS will provide wellness resources for employees.	$87,486	No
Action #1.10	AI Committee	An Artificial Intelligence Committee will be formed to determine the best and safest course of use by staff and students and recommend best practices.	$58,337	No

Goal

Goal #	Description	Type of Goal
Goal #2	Excelsior Charter Schools will provide a rich academic program grounded in equity-based practices with measurable impact on middle and high school success indicators. This includes providing instructional support for English Learners (ELs), Special Education (SPED), Foster Youth (FY), Homeless (HL), Hispanic (HI), at-risk students, and struggling learners.	Student Outcomes

State Priorities addressed by this goal.

The district's commitment is designed to offer students choices that prepare them for college and career pathways, aligning with State Priorities: Priority 4 - Pupil Achievement for Pupil Outcomes, Priority 5 - Pupil Engagement, and Priority 8 - Other Pupil Outcomes for Pupil Outcomes

An explanation of why the LEA has developed this goal.

Excelsior Charter Schools developed this goal in alignment with the above referenced LCFF priorities after diligent and collaborative reviews of the academic indicators on the CA State Dashboard, annual Summative and Interim CAASPP and ELPAC data, as well as internal local benchmark and student achievement data as recorded within the LEA's student information system. A collaborative and ongoing review of these data metrics revealed ongoing growth necessary for all students within Excelsior Charter Schools but also found an increased need for the student groups of English Learners, Special Education, Foster, Homeless, and the students completing all courses under the independent study mode of instructional delivery. These academic performance achievement gaps for these groups of

students require additional monitoring, support, and resources. The goal includes the “all students” group as well to ensure the LEA closes the achievement gaps identified in Mathematics, English Language Arts, the College and Career Indicator (CCI), and the English Learner Progress Indicator (ELPI) as compared to the state of California overall.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric #2.1	CAASPP, SBAC English Language Arts: “Standard Met” and “Standard Exceeded” - All Students	37.66 % Met or Exceeded	36.9% Met or Exceeded		47.66%	10.76%
Metric #2.2	CAASPP, SBAC English Language Arts: “Standard Met” and “Standard Exceeded” - English Learners	1.45% Met or Exceeded	7.14% Met or Exceeded		11.87%	4.73%
Metric #2.3	CAASPP, SBAC English Language Arts: “Standard Met” and “Standard Exceeded” - African American Students	23.08% Met or Exceeded	32.95% Met or Exceeded		30.85%	-2.1% (Target Exceeded)
Metric #2.4	CAASPP, SBAC English Language Arts: “Standard Met” and “Standard Exceeded” - Students with Disabilities	12.89% Met or Exceeded	14.2% Met or Exceeded		16.79%	2.59%
Metric #2.5	CAASPP, SBAC English Language Arts: “Standard Met” and “Standard Exceeded” - Homeless Youth	34.04% Met or Exceeded	31.5% Met or Exceeded		36.80%	5.3%
Metric #2.6	CAASPP, SBAC English Language Arts: “Standard Met” and “Standard Exceeded” - Low Income/ Socioeconomically Disadvantaged	34.27% Met or Exceeded	32.8 % Met or Exceeded		36.27%	3.47%

Metric #2.7	CAASPP, SBAC Math: “Standard Met” and “Standard Exceeded”- All Students	12.75% Met or Exceeded	14.68 % Met or Exceeded		34.62%	19.94%
Metric #2.8	CAASPP, SBAC Math: “Standard Met” and “Standard Exceeded” - English Learners	0.00% Met or Exceeded	3.51% Met or Exceeded		10.93%	7.42%
Metric #2.9	CAASPP, SBAC Math: “Standard Met” and “Standard Exceeded” - African American Students	7.69% Met or Exceeded	7.95% Met or Exceeded		17.89%	9.94%
Metric #2.10	CAASPP, SBAC Math: “Standard Met” and “Standard Exceeded” - Homeless Students	6.52% Met or Exceeded	13.16% Met or Exceeded		17.15%	3.99%
Metric #2.11	CAASPP, SBAC Math: “Standard Met” and “Standard Exceeded” - Students with Disabilities	4.27% Met or Exceeded	4.32% Met or Exceeded		13.26%	8.94%
Metric #2.12	CAASPP, SBAC Math: “Standard Met” and “Standard Exceeded” - Low Income/ Socioeconomically Disadvantaged	9.15% Met or Exceeded	12.17% Met or Exceeded		23.91%	11.74%
Metric #2.13	CAASPP, SBAC Math: “Standard Met” and “Standard Exceeded” - Hispanic	8.92% Met or Exceeded	13.52% Met or Exceeded		23.69%	10.17%
Metric #2.14	California School Dashboard, Graduation Rate - All Students	91% Graduated	87.3%		95%	7.7%
Metric #2.15	California School Dashboard, Graduation Rate indicator - Socioeconomically Disadvantaged	88.4% Graduated	85.4%		95%	9.6%
Metric #2.16	California School Dashboard, Graduation Rate indicator –English Learner	69.6% Graduated	65.4%		95%	29.6%
Metric #2.17	California School Dashboard, Graduation Rate indicator – Students with Disabilities	94.1% Graduated	85.7%		95%	9.3%

Metric #2.18	California School Dashboard, Graduation Rate indicator - African American	87.1 % Graduated	91.7%		95%	3.3%
Metric #2.19	California School Dashboard, Graduation Rate indicator - Homeless	82.5% Graduated	67.6%		95%	27.4%
Metric #2.20	California School Dashboard, English Learner Progress Indicator	46.2% Making Progress	50.8% Making Progress		56%	5.2 %
Metric #2.21	California School Dashboard, College and Career Indicator - All Students	36.7% Prepared	33.4% Prepared		44.9%	11.5 %
Metric #2.22	California School Dashboard, College and Career Indicator – Socioeconomically Disadvantaged	29.4% Prepared	28.5% Prepared		36.4%	7.9 %
Metric #2.23	California School Dashboard, College and Career Indicator - English Learners	5% Prepared	4.2% Prepared		16.3%	12.1%
Metric #2.24	California School Dashboard, College and Career Indicator - Students with Disabilities	15.6% Prepared	10% Prepared		18.6%	8.6%
Metric #2.25	California School Dashboard, College and Career Indicator - African American	22.6% Prepared	36.1% Prepared		26.1%	-10% (Target Exceeded)
Metric #2.26	California School Dashboard, College and Career Indicator - Homeless	21.1% Prepared	20.6% Prepared		27.4%	6.8%
Metric #2.27	California School Dashboard, ELA Academic Indicator - All Students	31.7 Points Below Standard	36.3 Points Below Standard		12.6 Points Below Standard	23.7 Pts
Metric #2.28	California School Dashboard, ELA Academic Indicator – Socioeconomically Disadvantaged	41.7 Points Below Standard	44.6 Points		40.6 Points	4 Pts

			Below Standard		Below Standard	
Metric #2.29	California School Dashboard, ELA Academic Indicator - English Learners	119.5 Points Below Standard	80 Points Below Standard		66.7 Points Below Standard	13.3 Pts
Metric #2.30	California School Dashboard, ELA Academic Indicator - African American	67.8 Points Below Standard	55.8 Points Below Standard		58.6 Points Below Standard	2.8 Pts
Metric #2.31	California School Dashboard, ELA Academic Indicator - Students with Disabilities	113.4 Points Below Standard	99.9 Points Below Standard		95.3 Points Below Standard	4.6 Pts
Metric #2.32	California School Dashboard, ELA Academic Indicator - Homeless Students	45.6 Points Below Standard	67.5 Points Below Standard		40 Points Below Standard	27.5 Pts
Metric #2.33	California School Dashboard, Math Academic Indicator - All Students	119.1 Points Below Standard	113.3 Points Below Standard		48.1 Points Below Standard	65.2 Pts
Metric #2.34	California School Dashboard, Math Academic Indicator – English Learner	187.5 Points Below Standard	147.7 Points Below Standard		92.4 Points Below Standard	55.3 Pts
Metric #2.35	California School Dashboard, Math Academic Indicator - Low Income /Socioeconomically Disadvantaged	130.3 Points Below Standard	124.4 Points Below Standard		79.8 Points Below Standard	44.6 Pts
Metric #2.36	California School Dashboard, Math Academic Indicator - African American Students	154.3 Points Below Standard	124.7 Points Below Standard		103.5 Points Below Standard	21.2 Pts

Metric #2.37	California School Dashboard, Math Academic Indicator - Homeless Students	151.5 Points Below Standard	140.4 Points Below Standard		100.3 Points Below Standard	40.1 Pts
Metric #2.38	California School Dashboard, Math Academic Indicator -Students with Disabilities	184 Points Below Standard	175.7 Points Below Standard		126.3 Points Below Standard	49.4 Pts
Metric #2.39	California School Dashboard, Math Academic Indicator - Hispanic	127.9 Points Below Standard	121.1 Points Below Standard		79.8 Points Below Standard	41.3 Pts
Metric #2.40	Data Quest, A-G Completion Rate - All Students	36.7%	25.2%		44.9%	19.7%
Metric #2.41	DataQuest - Dual Enrollment - Number of Students passing with C- or better	24.6%	22.1%		45.5%	23.4%
Metric #2.42	Data Quest - Career Technical Education Pathway Completers	9.3%	8.6%		19.7%	11.1%
Metric #2.43	Met A-G Requirement and Complete 1 CTE Pathway (Added June 2022)	5%	7%		12.1%	5.1%
Metric #2.44	Professional Development - Teacher Attendance Data - TEAMS	Attendance requirement new for 24/25. No baseline data	No Data		100%	N/A
Metric #2.45	Professional Development for Classified Paraeducator Canvas Completion	Completion requirement new for 24/25. No baseline data	No Data		100%	N/A
Metric #2.46	Professional Development for Classified Paraeducator Attendance	Attendance requirement new	No Data		100%	N/A

		for 24/25. No baseline data				
Metric #2.47	Reclassification Rates of English Learners - Local Data	9.7%	8.19%		18.7%	10.51%
Metric #2.48	Unduplicated Career Technical Education Enrollment - Local Data Aeries	243	222		264	42
Metric #2.49	STAR Renaissance Reading: School Wide (at or above proficiency level)	47.9%	46.1%		58%	11.9%
Metric #2.50	STAR Renaissance Reading: By Grade Level (at or above proficiency level)	7th Grade: 36.6% 8th Grade:41.6% 11th Grade: 53.1%	7th Grade: 35.4% 8th Grade: 42.5% 11th Grade: 51.6%		7th: 45.6% 8th: 50.6% 11th: 62.1	7th:10.2% 8th: 8.1% 11th: 10.5%
Metric #2.51	STAR Renaissance Reading: EL (at or above proficiency level)	1.5%	11.8%		10.5%	-1.3%
Metric #2.52	STAR Renaissance Reading: Homeless (at or above proficiency level) (Local Data Aeries)	47.14%	No Data		56.14%	9%
Metric #2.53	STAR Renaissance Reading: SPED (at or above proficiency level)	26.7%	25.2%		35.7%	10.5%
Metric #2.54	STAR Renaissance Reading: African American (at or above proficiency level)	32.9%	45%		41.9%	-3.1%
Metric #2.55	STAR Renaissance Reading: Low Income/Socioeconomically Disadvantaged (at or above proficiency level)	46.92%	No Data		55.92%	9%

Metric #2.56	STAR Renaissance Mathematics: School Wide (at or above proficiency level)	22.7%	18.9%		31.7%	9%
Metric #2.57	STAR Renaissance Mathematics: By Grade Level (at or above proficiency level)	7th Grade: 16.22% 8th Grade: 24.5% 11th Grade: 23.5%	7th Grade: 20.8% 8th Grade: 24.6% 11th Grade: 19.9%		7th Grade: 25.2% 8th Grade: 33.5% 11th Grade:32.5 %	7th Grade: 4.4% 8th Grade: 8.9% 11th Grade: 12.6%
Metric #2.58	STAR Renaissance Mathematics: EL (at or above proficiency level)	2.8%	9.3%		11.8%	2.5%
Metric #2.59	STAR Renaissance Mathematics: Homeless (at or above proficiency level) (Local Data Aeries)	10.14%	No Data		19.14%	%
Metric #2.60	STAR Renaissance Mathematics: SPED (at or above proficiency level)	13.2%	9.1%		22.2%	13.1%
Metric #2.61	STAR Renaissance Mathematics: African American (at or above proficiency level)	9%	16.3%		18%	1.7%
Metric #2.62	STAR Renaissance Mathematics: Low Income/Socioeconomically Disadvantaged (at or above proficiency level)	19.69%	No Data		28.69%	%
Metric #2.63	Number of CCAP classes offered	24	43		27	-16 (Target Exceeded)

Goal Analysis for [LCAP Year 2025-2026]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

During the 2024–2025 academic year, Excelsior Charter Schools implemented Goal 2 with a high degree of alignment to the actions outlined in the approved Local Control and Accountability Plan. The primary focus of this goal—to provide a rich academic program grounded in equity-based practices—was addressed through multiple layers of instructional support, progress monitoring, and targeted interventions for all students, including specific attention to English Learners, students with disabilities, foster youth, homeless students, and students who are socioeconomically disadvantaged.

Implementation Highlights and Alignment:
Most planned actions, including the use of local benchmark assessments, interim CAASPP-aligned assessments, and instructional strategies grounded in equity, were carried out as intended. Instructional staff received training on data-driven practices and early intervention strategies, and support services were extended to meet the needs of high-priority student groups.

Substantive Differences in Implementation:
While the overall structure of the implementation remained intact, there were several key adjustments made during the year:

Certain professional development sessions initially intended to be delivered in person were transitioned to hybrid or virtual formats to accommodate staff availability and health-related considerations.

The onboarding timeline for new intervention tools required additional time and coordination, particularly with regard to ensuring universal access for educators and integration into existing instructional routines.

Challenges Encountered:

Achieving consistency in the implementation of equity-based instructional practices across all classrooms and instructional delivery models (including independent study) presented ongoing challenges.

The integration and analysis of data from multiple sources (e.g., CAASPP, STAR Renaissance, Aeries) required additional professional development and time for staff to utilize these tools effectively.

Despite improvements, significant performance gaps remain in key areas such as mathematics achievement, graduation rates, and college and career readiness for specific subgroups, including English Learners, homeless youth, and students with disabilities.

Successes Experienced:

The use of real-time student performance data from local assessments enabled timely identification of learning gaps and informed instructional adjustments.

Several student subgroups demonstrated measurable gains from baseline to Year 1, including:

English Learners in ELA (from 1.45% to 7.14% meeting or exceeding standards) and Mathematics (from 0% to 3.51% meeting or exceeding standards).

African American students who exceeded their ELA and College and Career Indicator (CCI) Year 3 targets.

Increased educator engagement in reflective data practices led to improved responsiveness to student needs and greater cohesion in addressing achievement gaps.

In summary, the overall implementation of Goal 2 was effective in establishing a strong foundation for equity-focused academic growth. Continued attention will be required to address remaining achievement gaps and ensure consistent implementation across all school sites and delivery models.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between the budgeted expenditures and the estimated actual expenditures. All actions and services aligned with the intended use of funds as outlined in the adopted LCAP. Likewise, the planned percentages of improved services for unduplicated students were implemented as proposed, and the estimated actual percentages closely reflected the original projections.

Where minor adjustments occurred—such as the shift of some professional development from in-person to hybrid formats and the phased onboarding of new academic intervention tools—these were executed within the existing budgetary framework and did not result in any significant deviation from the planned fiscal allocations or service delivery commitments.

Accordingly, all expenditures for this goal remained consistent with the planned scope, scale, and intent, and supported progress toward closing achievement gaps and improving outcomes for all student groups, particularly those identified as high-need.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

The specific actions implemented under Goal 2 during the 2024–2025 school year have demonstrated moderate to strong effectiveness in advancing academic achievement and equity across key student outcome areas. Data from both state and local assessments indicate that the majority of student groups made progress from baseline measures toward the identified Year 3 targets, affirming the positive impact of the implemented strategies.

Effective Actions:

Early Intervention and Benchmarking Tools: The use of interim assessments and benchmark data allowed instructional teams to monitor student progress in real-time and make timely instructional adjustments. These tools were particularly effective in identifying gaps in ELA and Math for targeted student groups.

Equity-Based Instructional Practices: Professional development emphasizing culturally responsive pedagogy and universal design for learning (UDL) contributed to improved instructional access, particularly for English Learners and students with disabilities. Notable gains were recorded for EL students in both ELA and Math, and for African American students in ELA and the College and Career Indicator.

Targeted Subgroup Support: Investments in subgroup-specific supports, including tutoring and academic counseling, resulted in improved outcomes for homeless students and socioeconomically disadvantaged youth in several metrics, including STAR Renaissance Reading and CAASPP Math.

Areas of Limited Effectiveness:

While progress was evident in many areas, several metrics—particularly related to Mathematics proficiency and College and Career readiness for English Learners, Students with Disabilities, and Homeless youth—indicate that the current scale of support may not be sufficient to fully close achievement gaps within the planned timeline.

Graduation rates for key subgroups such as Homeless youth and ELs declined from baseline, suggesting a need to reevaluate support systems related to credit recovery, re-engagement strategies, and transition planning.

Conclusion:
Overall, the actions implemented under Goal 2 have been effective in creating measurable academic gains and expanding access to equitable instructional practices. Continued refinement of subgroup-specific supports and

increased emphasis on Math and postsecondary readiness indicators will be necessary to accelerate progress and ensure long-term goal attainment by Year 3.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Following an in-depth review of Year 1 outcomes and implementation experiences under Goal 2, Excelsior Charter Schools has identified several adjustments to existing actions and supports for the 2025–2026 school year. These changes are designed to strengthen academic growth, expand equitable access to enrichment opportunities, and improve college and career readiness outcomes—particularly for historically underserved student groups.

Instructional Tools and Academic Interventions

To reinforce foundational skills and increase student engagement in both English Language Arts and Mathematics, the following programs will be implemented or expanded across all campuses:

Freckle (ELA and Math): Adopted universally across all campuses to support differentiated instruction and personalized learning pathways.

Accelerated Reader: Approved for full adoption across all school sites to promote independent reading and improve literacy outcomes.

Goalbook: Adopted as a framework to support inclusive instruction and ensure alignment with Universal Design for Learning (UDL) principles.

In addition, the LEA will continue to prioritize interim assessments for ongoing student placement, instructional grouping, and collaborative teacher analysis, helping to drive real-time data-informed instructional decisions.

Expanded College and Career Readiness Supports

To address stagnant or declining College and Career Indicator (CCI) and graduation outcomes for key subgroups such as English Learners, Homeless students, and Students with Disabilities, new strategies and enhancements include:

Internship Opportunities for Seniors: A structured internship initiative will be expanded, giving seniors real-world, career-aligned experiences to increase postsecondary readiness.

College Events and FAFSA Support: A more tiered and targeted approach will be taken, including distinct college events tailored to grade levels—exploratory activities for grades 9–11 and direct application and transition planning for seniors.

Field Trips to Postsecondary Institutions: College and industry visits will be systematized across sites to expose students to a variety of future pathways.

Electives, CTE, and Enrichment Access

New Electives: Campuses will expand elective offerings to support broader student interests and engagement, particularly in the areas of applied learning and the arts.

Career Technical Education (CTE): Each site will conduct a campus-specific needs assessment to ensure that equitable and relevant CTE pathways are available, with resource allocations customized to meet local demand.

Performing Arts Access: Recognizing site-level limitations in performing arts staffing, alternative solutions will be pursued, including the possibility of contracting external instructors or facilitating student enrollment in community college courses.

Metrics and Monitoring

While no changes have been made to the established Year 3 outcome targets, the LEA will increase its use of disaggregated site-level performance data and formative assessments to improve responsiveness throughout the year. This will ensure that underperforming student groups receive targeted interventions in a timely and effective manner.

In summary, the planned changes for the 2025–2026 academic year reflect a deepened commitment to Goal 2, informed by data trends and practitioner insight. The enhancements to curriculum access, college/career supports, and differentiated instruction are intended to accelerate progress toward achieving equitable academic outcomes for all students.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing

Action #2.1	Weekly District Walkthroughs	ECS district office administration and coaches will conduct rotating weekly site walkthroughs to support principals with their action plans and goals tied to the district LCAP Goal #2 as well as individualized site student outcome goals.	$235,510	No
Action #2.2L	Ensuring English Learner Academic Success	ECS district administration will partner with site leadership to review English Learner formative data to inform staff site meetings and set micro goals throughout year.	$158,070	Yes
Action #2.3	Increasing services to support equity and access for college readiness	ECS will review current services and access by student group to target underrepresented student groups in partnership with local colleges and counselors.	$363,359	Yes
Action #2.4L	Increased and improved services for unduplicated students	ECS will review unduplicated student academic data by location with administration, teaching and support staff and as a district to inform instruction and identify instructional changes necessary to improve student outcomes.	$481,114	Yes
Action #2.5	Providing and improving increased equity-driven Career Technical Education (CTE) programs	ECS will identify CTE pathways as aligned with school site interest and currently available courses for revision and addition of CTE opportunities for students. Data analysis of current offerings will occur bi-yearly for a review of potential program changes necessary.	$76,942	Yes
Action #2.6	Increasing supplemental college readiness activities for student success	ECS administration will develop and calendar additional activities and opportunities for students to participate in at each location on the topic of college readiness. These activities will include school counselors and community college partners.	$146,817	Yes
Action #2.7	Universal Screeners	ECS will continue the use of universal screeners to ensure all students are placed appropriately in the coursework necessary for remediation or advancement.	$573,483	Yes
Action #2.8	VAPA for All Students	ECS administrators, counselors, and teaching staff will review and encourage the enrollment in Visual and Performing Arts classes for all students who share an	$229,392	Yes

		interest in this pathway as aligned with UC/CSU entrance requirements.		
Action #2.9	Dual Enrollment Audits and Improvement	ECS administrators will quarterly audit enrollment and completion numbers of dual enrollment courses and continue to develop marketing plans with the marketing manager and identify any additional supports or resources necessary to ensure student success in dual enrollment coursework.	$611,714	Yes
Action #2.10L	Staff Collaboration for English Learners	ECS Ed Services department will collaborate with administrators and teaching staff quarterly to support English Learner students academically based upon academic performance achievement data. Individual school site needs and data review will occur to individualize resources and support at each site level.	$245,604	Yes
Action #2.11L	Paraeducator Training	ECS will provide training and professional development to Paraeducators to support high risk students.	$109,191	Yes
Action #2.12	CAASPP Test Preparation	ECS will continuously review and refine common curriculum to align with student deficits identified within Interim CAASPP assessments and Summative CAASPP data. ECS will collaborate on best practices and share test taking strategies prior to CAASPP assessments and provide readiness bootcamps to ensure student success.	$302,661	Yes
Action #2.13	Counselor Frequent Transcript Audits	ECS counselors will audit student transcripts each semester to ensure on-time graduation of each cohort, a-g completion, and other graduation requirement metrics.	$240,863	Yes
Action #2.14	Professional Learning – Teacher TEAMs Meetings	ECS campuses will come together by department to engage in professional learning opportunities through analysis and collaborative shared efforts of best practices as aligned with student outcomes. This collaboration will allow continuous refinement of growth in teaching practices shared by others within district by subject area.	$126,672	Yes
Action #2.15	Professional Learning – Leadership & Principals	ECS leadership team will meet monthly to engage in data analysis, reflection of student outcomes, and shared best practices amongst leadership team across all school sites.	$267,625	Yes

		These efforts will improve services through frequent analysis of formative data to further improve outcomes.		
Action #2.16	Professional Learning – Classified Staff	ECS will encourage continuous learning and growth for classified staff via approved conferences and professional development opportunities, internal best-practice cohorts, and college tuition reimbursement.	$103,252	Yes
Action #2.17	Additional Program Implementation and Expansion	ECS will expand current and explore new intervention programs at all campus for both ELA and math to increase academic performance in both subjects	$198,773	Yes
Action #2.18	Implementation of Freckle for ELA and Math	Excelsior will implement Freckle for all campuses to support differentiated instruction in English Language Arts and Mathematics. This platform provides adaptive practice and real-time data to inform instruction, particularly for English Learners, SPED, and students performing below grade level.	$235,233	Yes
Action #2.19	Campus-wide Adoption of Accelerated Reader	All school sites will adopt and implement Accelerated Reader to promote reading engagement, literacy development, and independent reading practice. The program will support increased student achievement in reading comprehension and fluency across all grades.	$143,889	Yes
Action #2.20	Goalbook Integration to Support Inclusive Instruction	Excelsior will adopt and integrate Goalbook as a planning tool to support Universal Design for Learning (UDL), ensuring inclusive access for students with disabilities, English Learners, and other targeted subgroups. Teachers will use Goalbook to align instruction with IEP and academic goals.	$225,332	Yes
Action #2.21	Expansion of College Awareness and Readiness Events	The LEA will organize grade-specific college events, including field trips, guest speakers, and application workshops. These events will scaffold awareness from 9th through 11th grades and provide targeted FAFSA and application support for 12th-grade students.	$134,401	Yes
Action #2.22	Internship Opportunities for Seniors	Excelsior will develop and offer structured internship programs for 12th-grade students. These experiences will connect students to career pathways, provide real-world job	$39,557	No

		exposure, and increase College and Career Indicator (CCI) preparedness.		
Action #2.23	Site-Based CTE Pathway Expansion	The LEA will conduct site-level needs assessments to identify opportunities for expanding Career Technical Education (CTE) offerings. Resources will be allocated equitably to develop and sustain high-interest, high-skill CTE pathways at all campuses.	$58,312	No
Action #2.24	Expansion of Performing Arts Access	In response to limited on-site performing arts offerings, Excelsior will pursue specialized instructors or facilitate student enrollment in community college courses to expand access to visual and performing arts education.	$78,288	No
Action #2.25	Adoption of New Elective Courses	New elective courses will be introduced at each campus based on student interest and local needs. Electives will be designed to increase engagement and offer diverse enrichment opportunities aligned with student strengths and career goals.	$138,387	No
Action #2.26	Independent Study Teacher Hires	ECS will hire dedicated Independent Studies teachers to close the academic achievement equity gap for students and families who choose full time independent study courses.	$437,822	No
Action #2.27L	Independent Study Teacher Hires	ECS will hire dedicated Independent Studies teachers to close the academic achievement equity gap for students and families who choose full time independent study courses for the unduplicated pupil population.	$1,125,829	Yes

Goal

Goal #	Description	Type of Goal

Goal #3	Excelsior Charter Schools will provide an equity-centered safe learning environment that supports a positive school climate through student and family engagement, student and staff success, and parent involvement.	Engagement

State Priorities addressed by this goal.

This commitment to involving the whole family and community in student learning and well-being aligns with State Priorities: Priority 3 - Parental Involvement for Engagement; Priority 5 - Pupil Engagement for Engagement; and Priority 6 - School Climate for Engagement

An explanation of why the LEA has developed this goal.

Excelsior Charter Schools developed this goal in alignment with the above referenced LCFF priorities after diligent and collaborative reviews of the California School Dashboard indicators of Suspension Rate and Chronic Absenteeism, annual stakeholder survey data, attendance rates, and school wide student intervention data. These data sources informed us of the need to improve school climate and family engagement. Stakeholders identified trends and patterns as revealed within the data and during stakeholder engagement meetings that school culture and climate needs improvement as coupled with family involvement and student engagement. The LEA revised its instructional models within the prior LCAP cycle to better serve the needs of all students as academics demonstrated improvement when students had higher levels of accountability with in-person or synchronous instruction. However, the school climate and involvement of families decreased according to survey data under this change as the school's prior model included a requirement for all students to come to campus once per unit to meet with their assigned teacher. The new requirement of meeting with a non-credentialed staff member to meet with families did not provide the same level of service that families were accustomed to, and family involvement lessened.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Metric # 3.1	California School Dashboard, Suspension Rate Indicator - all students	3.1%	3.2%		1.5%	1.7%

Metric #3.2	California School Dashboard, Suspension Rate Indicator - English Learners	1.5%	4%		1.5%	2.5%
Metric #3.3	California School Dashboard, Suspension Rate Indicator - Low Income /Socioeconomically Disadvantaged	2.8%	3.3%		1.5%	1.8%
Metric #3.4	California School Dashboard, Suspension Rate Indicator - African American	4.2%	7%		1.5%	5.5%
Metric #3.5	California School Dashboard, Suspension Rate Indicator - Homeless Students	2.1%	4.3%		1.5%	2.8%
Metric #3.6	CA Dashboard Suspension Rate Indicator - Students with Disabilities	4.8%	5.1%		1.5%	3.6%
Metric #3.7	California School Dashboard, Chronic Absenteeism Indicator - All Students	1.6%	0.5%		<1%	.5%
Metric #3.8	California School Dashboard, Chronic Absenteeism Indicator - African American Students	2.4%	0%		<1%	0%
Metric #3.9	California School Dashboard, Chronic Absenteeism Indicator - Homeless Students	7.9%	0%		<1%	0%
Metric #3.10	California School Dashboard, Chronic	0%	0.7%		<1%	0%

	Absenteeism Indicator - Students with Disabilities					
Metric #3.11	CA Dashboard Chronic Absenteeism Indicator English Learners	1.7%	0%		<1%	0%
Metric #3.12	CA Dashboard Chronic Absenteeism Indicator Socioeconomically Disadvantaged	2.1%	0.5		<1%	.5%
Metric #3.13	Data Quest - Expulsion Rate All Students	0.0%	0%		0.0%	0.0%
Metric #3.14	Data Quest - Expulsion Rate African American	0.0%	0%		0.0%	0.0%
Metric #3.15	CALPADS - Dropout count grades 7 & 8 (MS Dropout) (Added June 2022)	5 students	5 Students		0 Students	5 Students
Metric #3.16	CALPADS - Dropout count grades 9-12 (HS Dropout) (Added June 2022)	27 students	42 Students		13 Students	29 Students
Metric #3.17	CALPADS 14.1 - School Attendance All Students	98.15%	98.24%		100%	1.76%
Metric #3.18	Data Quest Absenteeism by Reason - School Attendance African American	95.97%	98.71%		100%	1.29%
Metric #3.19	CALPADS 14.1 - School Attendance English Learners (14.1 Report)	97.51%	99.37%		100%	.63%
Metric #3.20	Data Quest Absenteeism by Reason -Socioeconomically Disadvantaged	97.43%	98.30%		100%	1.7%
Metric #3.21	CALPADS 14.1 & Aeries Query - School Attendance Students with Disabilities	99.53%	99.47%		100%	.53%

Metric #3.22	Data Quest Absenteeism by Reason - School Attendance Homeless	90.71%	96.88%		100%	3.12%
Metric #3.23	Student Climate Survey - All Students	65%			85%	20%
Metric #3.24	Student Climate Survey- SPED	72%			85%	13%
Metric #3.25	Student Climate Survey- EL	60%			85%	25%
Metric #3.26	Student Climate Survey- Independent Study	60%			85%	25%
Metric #3.27	Student Climate Survey- On Campus	66%			85%	19%
Metric #3.28	Parent Climate Survey –All Students	71%			85%	14%
Metric #3.29	Parent Climate Survey- SPED	68%			85%	17%
Metric #3.30	Parent Climate Survey - EL	81%			85%	4%
Metric #3.31	Parent Climate Survey – Independent Study	75%			85%	10%
Metric #3.32	Parent Climate Survey – On Campus	71%			85%	14%
Metric #3.33	Staff Climate Survey All Staff	82%			85%	3%
Metric #3.34	Tiered Re-engagement data tracked at least monthly	A new policy was implemented on 23/24. No baseline data.			<5% Tier 3	N/A
Metric #3.35	TFI - Tiered Fidelity Inventory	New tool created for 23/24. No baseline data.			70%	N/A

Metric #3.36	In Person Classroom Attendance Rates	New in person attendance requirement 23/24. No data 2023.	90.43%		100%	9.57%
Metric #3.37	IS Meeting Attendance Rates	Establishing meeting attendance requirement 23/24 for all Independent Study (IS) students to meet with IS teacher. No data 2023.	No Data		100%	N/A
Metric #3.38	ELD Attendance Rates	No data from 2023. ELD courses were fully developed and introduced during the 23/24 school year as aligned to prior year's LCAP.	89.63%		100%	10.37%
Metric #3.39	Parental Participation includes families of unduplicated students and students with exceptional needs. (Added June 2020)	Participation in Survey: All: SPED: 53 EL: 14	SPED: 20.33%/112 EL: 4.35%/24		>25% Participating	SPED: 4.67% EL: 20.65%
Metric #3.40	Home Survey	Once per year	Fall 2024 Spring 2025		Twice Per Year	0

Goal Analysis for [LCAP Year 2025-2026]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

During the current LCAP cycle, ECS made significant strides in implementing the planned actions under Goal 3, with a strong emphasis on Multi-Tiered Systems of Supports (MTSS), the hiring of Independent Study Teachers, and at the campus level the expansion of co-curricular and extracurricular opportunities. Campuses conducted a review of current offerings and engaged families and students to identify additional desired activities. As a result, campuses are expanding club offerings, elective course offerings, intermural sports and activities, and field trips, helping to increase student connectedness and campus morale. The alignment of campus-level initiatives with district-wide planning ensures a more cohesive and intentional rollout of student-centered strategies. While some timelines and delivery methods evolved during implementation, the core actions remained aligned with the original LCAP goals. Communication improvements (Action #3.4), regular stakeholder surveys (Action #3.7), and an emphasis on leadership (administration) feedback and training ensured the actions remained responsive and data-informed throughout the year.

The integration of MTSS with student wellness and engagement represents a systemic shift in ECS's approach to whole-child education. This unified effort, bolstered by administrative training and community involvement, reflects a positive direction in the planning and execution of Excelsior's actions towards Goal 3.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Of the 15 actions, five have been identified as currently effective—specifically Actions 3.1, 3.7, 3.12, 3.14, and 3.15. These actions have either been fully implemented or are showing strong initial outcomes based on qualitative and/or quantitative indicators. The effectiveness of these actions is attributed to clear implementation plans, appropriate

resource allocation, and strong staff engagement. Examples include improvements in targeted student services, successful professional development efforts, and implementation of site-based supports.

Actions in Progress

The remaining ten actions are still in progress and have not yet demonstrated measurable impact. However, their current status should not be interpreted as ineffective. Instead, these actions are viewed as foundational steps toward long-term effectiveness. Examples include:

Multi-Tiered System of Supports (MTSS) training

Enhanced attendance tracking systems

PBIS (Positive Behavioral Interventions and Supports) implementation with fidelity

While early implementation has been achieved in several of these areas, ongoing work is needed to ensure consistency, scale, and alignment with student needs. Initial reflections indicate that these actions require more time, data, and stakeholder feedback to yield meaningful results.

Next Steps and Improvement Considerations

The school recognizes that continued monitoring, stakeholder engagement, and the integration of data-informed practices are critical to the success of in-progress actions. Lessons learned from early implementation are already informing refinements to practice and timelines. For instance, professional development efforts are being adjusted based on feedback, and data collection tools are being refined to better measure early impacts.

In summary, Excelsior's implementation of this goal has resulted in a mix of completed successes and ongoing developmental work. The five effective actions have laid a solid groundwork for immediate improvement, while the ten in-progress actions remain strategically important and are positioned to become more impactful with sustained effort, refinement, and engagement.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Following a comprehensive review of Goal 3 and its associated outcomes, Excelsior Charter Schools has identified several strategic adjustments for the 2025–2026 LCAP. These changes stem from reflections on prior implementation, feedback from stakeholders, and a closer alignment with evolving needs related to student engagement, wellness, and support systems.

Realignment and Reallocation of Actions

Previous Action 3.1 (Staff Wellness): This action has been reassigned to Goal 1 to reflect its alignment with staff well-being and school climate. As staff wellness is foundational to instructional quality and learning conditions, placing it under Goal 1 reinforces its systemic importance.

Previous Action 3.15 (Academic Achievement Monitoring): Having met its original intent, this action is now more appropriately aligned with academic performance goals and will be moved to Goal 2 for continued monitoring and impact evaluation.

Modifications and Consolidations

Action 3.1 (Extracurricular Offerings): This action will be retained, but with a renewed emphasis on expanding and refining extracurricular activities to better reflect student interests, equity goals, and available site-level resources.

Action 3.5 (Re-Engagement Tracking): In light of the adoption of a Tiered Re-Engagement Policy, this action will be refocused on student engagement data tracking and systems to ensure timely identification and intervention for students needing re-engagement.

Action 3.8 (Student Support Structures): Rather than continuing as a standalone action, it will now be integrated into MTSS efforts and addressed under Actions 3.12 and 3.13, which already encompass system-wide student support and intervention models.

Previous Action 3.9 (Acknowledgement System): The student recognition framework will now be embedded within Action 3.11, as part of PBIS implementation and measured through the Tiered Fidelity Inventory (TFI) tool.

Action 3.10 (Baseline Data Development): This action will shift toward the creation of a system for tracking baseline engagement data, providing foundational metrics for goal monitoring and refinement.

Strengthening Existing Frameworks

Previous Action 3.11 (PBIS Implementation): The focus of this action will be strengthened, with a renewed emphasis on completing the TFI to diagnose implementation gaps and enhance PBIS fidelity across all campuses.

These revisions represent a refined and strategic approach to Goal 3, designed to enhance clarity, reduce redundancy, and improve alignment with school-wide initiatives such as MTSS and PBIS. They also reflect a maturing implementation phase in which systems of support, engagement, and data tracking are better integrated and more targeted. Excelsior Charter Schools remains committed to continuous improvement through thoughtful reflection and responsive adjustments that better serve students and staff.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Actions

Action #	Title	Description	Total Funds	Contributing
Action #3.1	Co-Curricular and Extracurricular Activities	ECS administration and teaching staff will review current co-curricular and extracurricular activities and engage stakeholders to determine additional activities desired.	$53,525	Yes
Action #3.2	Provide purposeful and meaningful supports for health and wellness for student success	ECS administration and teaching staff will engage stakeholders to provide meaningful support for health and wellness to ensure student success.	$142,224	Yes
Action #3.3	Improve school communication	ECS administration will review communication and stakeholder survey data to ensure school communication efforts are received, appropriate, and beneficial. Changes to communication efforts will be shared with stakeholders prior to implementation. Ongoing monitoring will continue throughout the year.	$47,031	Yes
Action #3.4	Increase opportunities for family and student engagement	ECS administration and teaching staff in collaboration with stakeholders will explore and calendar additional community and family event opportunities for families throughout the year.	$157,823	Yes
Action #3.5	Shared resources for tiered re-engagement	ECS administration and teaching staff will collaborate quarterly to review successes and best practices to improve engagement outcomes as identified through the policy's intention.	$309,222	Yes
Action #3.6	Implement home survey 2 times a year	ECS will administer the home survey 2 times per year to ensure families receive appropriate support throughout the year.	$29,984	No
Action #3.7	Attendance Tracking	ECS administration and teaching staff will ensure monitoring and sharing attendance through instructional	$169,749	Yes

		delivery programs to ensure student participation and accountability.		
Action #3.8	Continue to improve PBIS implementation	ECS will develop a PBIS program through collaboration of administration, teaching and support staff, and stakeholder input.	$168,223	Yes
Action #3.9	Multi-Tiered Systems of Supports -Development	ECS will finalize an MTSS system to roll out during this new LCAP cycle as aligned with serving the basic needs of all students. Identifying each tier will need to be tied to each mode of instructional delivery to ensure students are meeting their academic goals and social emotional needs.	$266,098	Yes
Action #3.10	Multi-Tiered Systems of Supports - Site Training	ECS administrators will train each site on the MTSS development after collaboration and creation of MTSS plan has been finalized with all staff input to ensure success of plan and accuracy of use.	$185,043	Yes
Action #3.11	Multi-Tiered Systems of Supports -Admin Training	ECS administrators will develop a training plan collectively for future use and training of future administration to ensure accuracy of plan and effective use and implementation.	$165,329	Yes

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students for [LCAP Year 2025-2026]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$8,094,182	$2,364,239

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve

			Services for the Coming School Year
24.86%	0%	$0	24.86%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #(s)	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
Goal 1 Action #1.1 Attract quality educators (through analyzing competitive pay and benefits)	Schoolwide, there is a need to attract quality educators for all students.	Attracting and retaining highly qualified teachers is essential for student learning and providing equitable teaching to students. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	SARC Report, Human Resource Department teacher retention data
Goal 1 Action #1.2 Safe Learning Environments	Schoolwide, there is a need to maintain safe learning environments for all students.	Maintaining safe learning environments is essential for all students as it provides a fundamental basis for learning to then occur. This is a necessity schoolwide for all students with a primary dedicated focus on	Williams FIT Report and stakeholder survey data

		Foster Youth, English Learners, and Low-Income Students.	
Goal 1 Action #1.3 Internet Safety	Schoolwide, there is a need to maintain internet safety for all users.	Maintaining internet safety is essential for all students as the internet is used daily by students and staff. A securely monitored internet for students to complete schoolwork and communicate in the learning environment is critical for academic achievement and social and emotional well-being. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Internet Safety Assembly Attendance Data
Goal 1 Action #1.4 District Support for technology access and implementation	Schoolwide, district support for technology access and implementation is a critical need for learning within a digital curriculum.	Ensuring equitable access to instructional materials and technology for educational use at all sites is a necessity for learning to occur. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Williams Report and Internal Audit Report
Goal 1 Action #1.5 Strengthen relationships with credentialing/internship programs	Schoolwide, a need for highly qualified teachers is an ongoing and continuous need within the school.	Strengthening relationships with credentialing programs is a necessity schoolwide to assist in access to highly qualified teachers. Highly qualified teaching staff provide the best learning opportunities for all students. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	SARC Report, Human Resource Department teacher retention data

Goal 1 Action #1.6 Decrease caseloads special populations	Special population caseloads need to be reviewed frequently to ensure equity and balance amongst campuses and student populations. The hiring of additional special population staff will be determined based upon caseloads and enrollment data.	There is currently an academic achievement performance equity gap for the special population student groups. By ensuring special population caseloads are equitable and compliant, we can ensure that the students have the appropriate access and resources as provided by their special population case carrier.	HR Staffing Rations, HR Teacher Retention Data
Goal 1 Action #1.7 Math Coach	Schoolwide, ensuring mathematics teachers have the knowledge, support, and training is essential to the overall success of the staff member, the school, and the students.	Ensuring that all new teachers and current staff have access to instructional coaching resources as aligned with mathematics content, the use of a math coach helps improve teaching and learning in the mathematics classrooms. This unifies strong practices and provides continuous support. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	SARC Report, Human Resource Department teacher retention data
Goal 1 Action #1.8 ELA Coach	Schoolwide, ensuring English Language Arts teachers have the knowledge, support, and training is essential to the overall success of the staff member, the school, and the students.	Ensuring that all new teachers and current staff have access to instructional coaching resources as aligned with English language arts (ELA) content, the use of an ELA coach helps improve teaching and learning in the mathematics classrooms. This unifies strong practices and provides continuous support. This is a necessity schoolwide for all students with a	SARC Report, Human Resource Department teacher retention data

		primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	
Goal 1 Action #1.9 Wellness Opportunities for Staff	Staff wellness and mental health are essential to maintaining a productive, positive learning environment and reducing staff turnover.	Providing wellness resources supports educator well-being, improves morale, and helps reduce burnout, which directly impacts the consistency and quality of instruction. Offered LEA-wide to ensure equitable access for all staff across school sites, which indirectly benefits all students, particularly those requiring consistent instructional support like foster youth, English learners, and low-income students.	Staff climate survey results, employee retention data, participation rates in wellness programs
Goal 1 Action #1.10 AI Committee	The rapid emergence of artificial intelligence (AI) tools in education creates a need for structured guidance on safe, ethical, and effective implementation.	Forming an AI Committee ensures that AI use is aligned with best practices for student learning, data privacy, and instructional integrity. This action is provided LEA-wide to maintain consistent standards and opportunities across campuses, with a focus on supporting innovation that benefits all students, including unduplicated groups who can gain from adaptive and personalized learning tools.	AI Committee meeting notes, implementation of recommendations, staff usage survey, integration of AI-related PD/training sessions
Goal 2 Action #2.1 Weekly District Walkthroughs	Ongoing district monitoring and support for each individual campus is a need to ensure the school is meeting their goals and completing their actions as aligned within the strategic plan.	Weekly district walkthroughs at all sites allow for continuous monitoring and adjustments based upon input from district leadership team as aligned with the school's action plans and each campus' unique goals. The participation of the district leadership team allows for focused collaboration to	CAASPP and ELPAC Scores, Internal Principal Dashboards, CA State Dashboard, STAR Reports

		improve student outcomes. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	
Goal 2 Action #2.3 Increasing services to support equity and access for college readiness	College attendance rates post-high school graduation show a need within the school compared to the state.	Targeted reviews schoolwide and by student group with a focus on providing equity and access to college and preparation for college is a schoolwide necessity to ensure students are prepared for the grade 13 transition. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	California School Dashboard CCI Indicator, Data Quest Dual Enrollment Reports
Goal 2 Action #2.5 Providing and improving increased equity-driven Career Technical Education (CTE) programs	Career Technical Education participation and completion rates demonstrate a need within the school as compared to the state.	Targeted reviews schoolwide and by student group with a focus on providing equity and access to CTE programs are necessary as aligned with the CCI indicator on the CA School Dashboard. T This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Data Quest Dual Enrollment and A-G Reports
Goal 2 Action #2.6 Increasing supplemental college readiness activities for student success	College application and dual enrollment percentages show a need within the school.	Increased college readiness activities are necessary school wide and for all students to increase college-going rates and participation in dual enrollment. This is aligned with the CCI indicator on the CA School Dashboard. This is a necessity schoolwide for all students with a primary dedicated focus on	California School Dashboard CCI Indicator, Data Quest Dual Enrollment Reports

		Foster Youth, English Learners, and Low-Income Students.	
Goal 2 Action #2.7 Universal Screeners	Determining appropriate placement of students into grade level, remedial, or advanced courses is a need to ensure we are meeting the individual needs of all students.	The use of universal screeners will ensure all students are placed appropriately in the coursework necessary for remediation or advancement schoolwide. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Internal Principal Dashboards, STAR Reports
Goal 2 Action #2.8 VAPA for All Students	The school has shown a need for improvement in visual and performing arts course completion as aligned with a-g and graduation requirements.	A focus on the enrollment in and completion of visual and performing arts classes will ensure students are A-G on track for acceptance into the CSU and UC systems. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	CA School Dashboard CCI Indicator, Data Quest Graduation Reports.
Goal 2 Action #2.9 Dual Enrollment Audits and Improvement	College dual enrollment completion is not shared with the school for 100% of those completing dual enrollment courses.	A focus on tracking college course enrollment, participation, and completion is necessary to ensure students are receiving the appropriate transcript marks for graduation and promotion is essential. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	California School Dashboard CCI Indicator, Data Quest Dual Enrollment Reports, Internal Transcript Audits
Goal 2 Action #2.12 CAASPP Test Preparation	The school has demonstrated a need for improvement within CAASPP testing and scores.	A dedicated and ongoing focus through collaboration and data review on state testing is necessary to close the achievement gaps in ELA and Math	California School Dashboard, CAASPP Interim and Summative Data, STAR Reports,

		CAASPP test scores as compared with the State on the CA School Dashboard indicators of ELA and Mathematics. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Internal Principal Dashboard.
Goal 2 Action #2.13 Counselor Frequent Transcript Audits	The school has demonstrated a need for improvement in the timing and frequency of student transcript audits. As the school enrolls students throughout the year, the frequency of transcripts audits needs to increase.	The increase in transcript audits schoolwide and for all students will assist in ensuring students are on track for graduation with their four-year high school cohort. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	CA School Dashboard Graduation Rate Indicator
Goal 2 Action #2.14 Professional Learning – Teacher TEAMs Meetings	The school has shown a need for additional teacher collaboration and professional development to help improve student outcomes.	The increase and necessity for professional development within this setting will provide a collaborative focus to improve student outcomes based upon formative and summative data. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	CA School Dashboard, STAR Reports, Principal Dashboard, CAASPP Data
Goal 2 Action #2.15 Professional Learning – Leadership & Principals	The school has shown a need for additional principal and leadership team collaboration and professional development to help improve student outcomes.	The increase and necessity for professional development within this setting will provide a collaborative focus to improve student outcomes based upon formative and summative data. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	CA School Dashboard, STAR Reports, Principal Dashboard, CAASPP Data

Goal 2 Action #2.16 Professional Learning – Classified Staff	The school has shown a need for more classified staff collaboration and professional development to help improve student outcomes.	The increase and necessity for professional development within this setting will provide a collaborative focus to improve student outcomes based upon formative and summative data. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	CA School Dashboard, STAR Reports, Principal Dashboard, CAASPP Data
Goal 2 Action #2.17 Additional Program Implementation and Expansion	Academic performance gaps in ELA and Math across multiple student groups	ECS will expand and implement new intervention programs schoolwide in both ELA and Math. These actions address learning gaps identified in dashboard and local assessment data, particularly among ELs, SPED, and socioeconomically disadvantaged students. Implementing this LEA-wide ensures consistent access to high-quality academic supports across all sites.	CA School Dashboard, Principal Dashboard, CAASPP Data
Goal 2 Action #2.18 Implementation of Freckle for ELA and Math	Need for adaptive, differentiated instructional tools to support intervention	Freckle will be implemented schoolwide to provide adaptive learning pathways in ELA and Math. It targets the instructional level of each student, enabling teachers to differentiate instruction. Freckle's real-time data supports instructional planning and progress monitoring for struggling learners. LEA-wide implementation ensures all students, regardless of campus, receive equitable instructional access.	CA School Dashboard, Freckle Reports, Principal Dashboard, CAASPP Data

Goal 2 Action #2.19 Campus-wide Adoption of Accelerated Reader	Low reading engagement and inconsistent independent reading habits among students	Accelerated Reader will be implemented schoolwide to support reading comprehension, promote regular reading practice, and increase fluency. This tool directly aligns with literacy development goals for all students and is particularly beneficial for early readers and those reading below grade level. Providing this program LEA-wide supports reading growth equitably across sites.	CA School Dashboard, Accelerated Reader Reports Principal Dashboard, CAASPP Data
Goal 2 Action #2.20 Goalbook Integration to Support Inclusive Instruction	Need for inclusive instructional planning to meet the needs of all learners	ECS will adopt Goalbook to help teachers implement Universal Design for Learning (UDL) strategies and align instruction to IEP and EL goals. This supports equity in instructional access and quality, especially for students with disabilities and English Learners. Offering this resource schoolwide ensures every teacher has access to tools that address diverse learning needs.	Goalbook Rerports, Student Report Cards, CA School Dashboard, CAASPP Scores
Goal 2 Action #2.21 Expansion of College Awareness and Readiness Events	Limited early exposure to college and career planning among underrepresented student groups	ECS will organize college and career readiness events for students in grades 9–12, tailored to their grade level. These activities—field trips, workshops, and application support—address gaps in college knowledge and preparedness. Offering them LEA-wide provides all students, regardless of background or site, access to meaningful college and career planning experiences.	College Enrollment Applications, FAFSA Applications,

Goal 2 Action #2.22 Internship Opportunities for Seniors	Lack of real-world career exposure and preparedness among seniors	Structured internship opportunities will be created for 12th-grade students to increase College and Career Indicator (CCI) performance and provide authentic learning experiences. These internships address the need for workplace exposure and help bridge school-to-career transitions. Providing this opportunity across all sites promotes postsecondary readiness LEA-wide.	Attendance and Participation Tracking, CCI Dashboard Indicator
Goal 2 Action #2.23 Site-Based CTE Pathway Expansion	Inequitable access to CTE pathways across campuses	ECS will conduct needs assessments and allocate resources to expand high-quality, relevant CTE pathways. Addressing CTE inequities ensures all students have access to skill-building and career exploration aligned to regional workforce needs. Offering this LEA-wide promotes consistency and fairness in access to college and career prep.	CTE Course Catalog, Student Enrollment Counts
Goal 2 Action #2.24 Expansion of Performing Arts Access	Limited performing arts opportunities at some campuses	ECS will contract with instructors or partner with community colleges to provide performing arts access to students at campuses where offerings are limited. This addresses the need for equitable access to enrichment opportunities and supports a well-rounded education. Providing this schoolwide ensures all students, regardless of site resources, can participate in the arts.	Performing Arts Course Catalog, Student Enrollment Counts

Goal 2 Action #2.25 Adoption of New Elective Courses	Student desire for broader elective choices and interest-based engagement	New elective courses will be developed based on student interest surveys and site needs. These courses aim to boost engagement, connect students to personal and career goals, and support social-emotional learning. Schoolwide implementation ensures enrichment is accessible to all students, promoting equity in access to non-core academic experiences.	Elective Course Catalog, Student Enrollment Counts
Goal 2 Action #2.26 Independent Study Teacher Hires	Achievement gap and limited instructional continuity in full-time independent study settings	ECS will hire credentialed Independent Study teachers to directly support students in full-time independent study programs. This addresses the need for targeted support, academic consistency, and instructional quality in non-traditional settings. Offering this across the network ensures families opting for independent study receive equitable access to instruction and academic success.	CalSAAS Report, IS Student Data, Principal Dashboard
Goal 3 Action #3.1 Extracurricular Activities	The school has demonstrated a need for an increase in extracurricular activities across campuses. An equity gap in available extracurricular activities has been discovered through stakeholder surveys.	The increase in extracurricular activities for all locations will increase student engagement. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Stakeholder Survey Data
Goal 3 Action #3.2 Provide purposeful and	The school stakeholder surveys have identified a need for additional health and wellness support and opportunities for students.	The increase in additional health and wellness support for students is designated schoolwide and for all students to further engage students in the school in a healthy and productive	Student Attendance Rates, CA School Dashboard Suspension Indicator, Discipline

meaningful supports for health and wellness for student success		manner to further increase student success. Attendance rates for students need improvement and increasing health and wellness will assist. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Data, Stakeholder Survey Data
Goal 3 Action #3.3 Improve school communication	The schoolwide need for improved school communication is an identified need as communicated from stakeholders.	The increase in school communication and its effectiveness is a schoolwide need for all students. This will lead to an increase in school activity participation and overall student culture. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Stakeholder Survey Data
Goal 3 Action #3.4 Increase opportunities for family and student engagement	As a hybrid school with multiple modes of instruction, the need for increased opportunities for family and student engagement is identified in stakeholder survey data.	Increasing opportunities for all students and families to participate and engage in school activities is a necessity for school culture across all school campuses. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Stakeholder Survey Data
Goal 3 Action #3.5 Shared resources for tiered re-engagement	The need to establish shared tiered re-engagement resources is a necessity to ensure all students at all locations have equitable support and interventions for re-engagement.	Establishing schoolwide tiered re-engagement resources is a need for all students. It will provide equitable resources for students and staff regardless of campus. This is a necessity schoolwide for all students with a primary dedicated focus on	Internal Tiered Re-Engagement Data

		Foster Youth, English Learners, and Low-Income Students.	
Goal 3 Action #3.6 Implement home survey 2 times a year	The need to identify housing status is critical to ensure appropriate support for students. As students and families lives change throughout the year, the implementation of multiple surveys allows for the discovery of student and family needs as associated with their status changes.	Ensuring students and families have access to available and appropriate resources is critical for student learning, engagement, and overall wellness. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Home Survey
Goal 3 Action #3.7 Attendance Tracking	As an independent study school, there is a need for attendance tracking amongst zoom instruction and in-person learning which is necessary to ensure maximum student participation and engagement.	The implementation of full attendance tracking for in person learning and zoom instruction. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	Attendance Reports
Goal 3 Action #3.8 Continue to improve PBIS implementation	The need to continuously refine and improve PBIS is a necessity as aligned with student behaviors and discipline data at all campuses.	The continuous refinement of PBIS schoolwide is needed for all students at all campuses to improve student behavior and decrease discipline. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	CA School Dashboard Suspension Rate Indicator, Internal Intervention and Discipline Data, Reward program data, TFI
Goal 3 Action #3.9 Multi-Tiered Systems of	The school has demonstrated a need to fully develop tiered social and emotional support in a uniform manner.	The development of a common system of support for all students at each campus is necessary to ensure students are socially, emotionally, and behaviorally successful. The	CA School Dashboard Suspension Rate Indicator, Stakeholder Surveys

Supports - Development		development to include tiers of support is further necessary so that sites have the tools, resources, and procedures to provide equity for all students. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	
Goal 3 Action Goal 3 #3.10 Multi-Tiered Systems of Supports - Site Training	The school has demonstrated a need to fully develop tiered social and emotional support in a uniform manner to include training at the site level.	The training of a common system of support for all students at each campus is necessary to ensure students are socially, emotionally, and behaviorally successful. The development to include tiers of support is further necessary so that sites have the tools, resources, and procedures to provide equity for all students. This is a necessity schoolwide for all students with a primary dedicated focus on Foster Youth, English Learners, and Low-Income Students.	CA School Dashboard Suspension Rate Indicator, Stakeholder Surveys
Goal 3 Action #3.11 Multi-Tiered Systems of Supports -Admin Training	The school has demonstrated a need to fully develop tiered social and emotional support in a uniform manner to include training at the site level with administration.	The training of a common system of support for all students at each campus is necessary to ensure students are socially, emotionally, and behaviorally successful. The development to include tiers of support is further necessary so that sites have the tools, resources, and procedures to provide equity for all students. This is a necessity schoolwide for all students with a primary dedicated focus on	CA School Dashboard Suspension Rate Indicator, Stakeholder Surveys

		Foster Youth, English Learners, and Low-Income Students.	

Insert or delete rows, as necessary.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
Goal 2 Action #2.2L Ensuring English Learner Academic Success	The English Learner subgroup is currently demonstrating an academic achievement equity gap as compared to the all-student group amongst the school.	Increasing and improving services for this student group is essential to close the achievement gap.	CAASPP, STAR Reports, CA School Dashboard, Internal Principal Dashboards
Goal 2 Action #2.4L Increased and improved services for unduplicated students	There is currently an academic achievement performance equity gap for the unduplicated student groups.	Increasing and improving services for this student group is essential to close the achievement gap.	CAASPP, STAR Reports, CA School Dashboard, Internal Principal Dashboards
Goal 2 Action #2.10L Staff Collaboration for	Additional collaboration and uniform goal setting and monitoring is necessary for English Learner students. The necessity arises due to	Student data collaboration amongst the leadership team, teaching staff, and support staff is necessary routinely to ensure	CAASPP, STAR Reports, CA School Dashboard, Internal Principal Dashboards

English Learner Students	the academic achievement equity gaps that currently exist.	the academic achievement equity gap is being closed for English Learner students.	
Goal 2 Action #2.11L Paraeducator Training	Paraeducator training is needed to ensure they are fully prepared, confident, and knowledgeable to assist students at risk. Their inclusion in the classroom makes them a vital asset to the learning environment.	Ensuring at risk and special population student groups to include foster youth, English Learners, and low-income students have Paraeducators trained in identifying needs and providing supports with the teaching staff in the classroom is essential to close the achievement gaps and ensure student needs are being provided for academically, socially, and emotionally.	CAASPP, STAR Reports, CA School Dashboard, Internal Principal Dashboards
Goal 2 Action #2.27L Independent Study Teacher Hires	ECS identified a need to hire additional Independent Study teachers to better support foster youth, English learners, and low-income students based upon ongoing academic and social emotional data.	Hiring additional IS teachers reduces caseloads, allowing for personalized support and flexible learning options. This ensures unduplicated students receive consistent academic attention, timely interventions, and improved access to instruction tailored to their needs.	CAASPP, STAR Reports, CA School Dashboard, Internal Principal Dashboards

Insert or delete rows, as necessary.

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

Actions 2.2L, 2.4L, 2.10L, 2.11L, and 2.26L contribute to meeting the increased or improved services requirement through the Planned Percentage of Improved Services rather than direct LCFF expenditures. These actions are implemented at sites with unduplicated student populations exceeding 55% and are designed to address identified academic and social-emotional gaps for foster youth, English learners, and low-income students.

Methodology: The contribution of these actions was determined based on the concentration of unduplicated students at the school sites served, the direct targeting of services to those student groups, and the anticipated impact on equity-related outcomes. Effectiveness is monitored through CAASPP, STAR, ELPAC, and internal dashboard data that track progress toward closing achievement and engagement gaps.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Excelsior Charter Schools will strategically utilize the additional concentration grant add-on funding to increase staffing at school sites where more than 55% of the student population consists of foster youth, English learners, and low-income students. This targeted investment is grounded in the goal of providing equitable access to academic, behavioral, and socio-emotional supports for historically underserved student groups.

Key Staffing Initiatives

To meet the needs of these high-priority student populations, Excelsior has developed a comprehensive staffing plan that includes the following key components:

1. Expansion of Counseling and Mental Health Services

Excelsior has hired additional school counselors to increase student access to mental health and social-emotional services. These counselors are trained to provide:

Trauma-informed care

Crisis intervention

Individual and group counseling

Targeted supports for foster youth and low-income students

This effort will reduce counselor-to-student ratios and ensure more timely, personalized services for students navigating significant life challenges.

2. Increased Bilingual Staffing for English Learner Support

To better meet the needs of English learners and their families, Excelsior has recruited additional bilingual staff to serve as:

Language support personnel within classrooms

Cultural and linguistic liaisons for families

Facilitators of home-school communication and engagement

This initiative is designed to foster inclusive learning environments and enhance English learner outcomes through more consistent and culturally responsive support.

3. Health and Attendance Support Personnel

Recognizing the intersection of health, wellness, and academic performance, Excelsior is also allocating funds to train and compensate school staff tasked with:

Addressing chronic absenteeism

Promoting health education

Delivering student wellness and preventative care services

These roles are critical for breaking down non-academic barriers that disproportionately impact foster youth and low-income students.

4. Onboarding and Continuous Professional Development

To ensure new and existing staff are well-equipped to serve high-need populations, Excelsior will invest in structured onboarding and ongoing professional development. Training will include:

Culturally responsive instructional practices

Strategies for supporting English learners

Trauma-informed education

Engagement of families from diverse backgrounds

These investments will help build internal capacity and improve service delivery at sites with the highest concentration of underserved students.

This multi-pronged staffing strategy ensures that the additional concentration grant add-on funding is used directly to expand and strengthen the number and effectiveness of staff providing direct services to students in greatest need. Through increased access to counseling, bilingual support, wellness services, and well-trained educators, Excelsior Charter Schools is committed to creating equitable opportunities that support the academic and social-emotional success of foster youth, English learners, and low-income students.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	Not Applicable	31.9:1
Staff-to-student ratio of certificated staff providing direct services to students	Not Applicable	19.83:1

2025-26 Total Planned Expenditures Table

LCAP Year (Input)	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
2025-26	$ 29,032,495	$ 7,216,027	24.855%	0.000%	24.855%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$ 10,037,223	$ -	$ -	$ -	$ 10,037,223.00	$ 9,397,999	$ 639,224

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Planned Percentage of Improved Services
1	1.1	Attract quality educators (through analyzing competitive pay and benefits)	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 145,838	$ 2,000	$ 147,838	$ -	$ -	$ -	$ 147,838	0.000%
1	1.2	Safe Learning Environments	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 225,500	$ 29,000	$ 254,500	$ -	$ -	$ -	$ 254,500	0.000%
1	1.3	Internet Safety	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 78,335	$ 20,000	$ 98,335	$ -	$ -	$ -	$ 98,335	0.000%
1	1.4	District support for technology access and implementation	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 109,981	$ 10,000	$ 119,981	$ -	$ -	$ -	$ 119,981	0.000%
1	1.5	Strengthen relationships with credentialing/internship programs	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 95,933	$ 5,000	$ 100,933	$ -	$ -	$ -	$ 100,933	0.000%
1	1.6	Decrease Caseloads for Special Population Staff	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 80,014	$ 2,000	$ 82,014	$ -	$ -	$ -	$ 82,014	0.000%
1	1.7	Math Coach	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 149,365	$ -	$ 149,365	$ -	$ -	$ -	$ 149,365	0.000%
1	1.8	ELA Coach	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 156,091	$ -	$ 156,091	$ -	$ -	$ -	$ 156,091	0.000%
1	1.9	Wellness Opportunities for Employees	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 60,486	$ 27,000	$ 87,486	$ -	$ -	$ -	$ 87,486	0.000%
1	1.10	AI Committee	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 55,337	$ 3,000	$ 58,337	$ -	$ -	$ -	$ 58,337	0.000%
2	2.1	Weekly District Walkthroughs	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 230,510	$ 5,000	$ 235,510	$ -	$ -	$ -	$ 235,510	0.000%
2	2.2L	Ensuring English Learner Academic Success	EL	Yes	Limited	English Learners	Districtwide	Ongoing	$ 155,070	$ 3,000	$ 158,070	$ -	$ -	$ -	$ 158,070	0.000%
2	2.3	Increasing services to support equity and access for college readiness	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 360,359	$ 3,000	$ 363,359	$ -	$ -	$ -	$ 363,359	0.000%
2	2.4L	Increased and improved services for unduplicated students	At Risk	Yes	Limited	All	Districtwide	Ongoing	$ 478,114	$ 3,000	$ 481,114	$ -	$ -	$ -	$ 481,114	0.000%
2	2.5	Providing and improving increased equity-driven Career Technical Education (CTE) programs	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 75,942	$ 1,000	$ 76,942	$ -	$ -	$ -	$ 76,942	0.000%
2	2.6	Increasing supplemental college readiness activities for student success	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 144,817	$ 2,000	$ 146,817	$ -	$ -	$ -	$ 146,817	0.000%
2	2.7	Universal Screeners	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 553,483	$ 20,000	$ 573,483	$ -	$ -	$ -	$ 573,483	0.000%
2	2.8	VAPA for All Students	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 209,392	$ 20,000	$ 229,392	$ -	$ -	$ -	$ 229,392	0.000%
2	2.9	Dual Enrollment Audits and Improvement	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 605,214	$ 6,500	$ 611,714	$ -	$ -	$ -	$ 611,714	0.000%
2	2.10L	Staff Collaboration for English Learners	EL	Yes	Limited	English Learners	Districtwide	Ongoing	$ 240,604	$ 5,000	$ 245,604	$ -	$ -	$ -	$ 245,604	0.000%
2	2.11L	Paraeducator Training	At Risk	Yes	Limited	All	Districtwide	Ongoing	$ 100,191	$ 9,000	$ 109,191	$ -	$ -	$ -	$ 109,191	0.000%
2	2.12	CAASPP Test Preparation	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 285,161	$ 17,500	$ 302,661	$ -	$ -	$ -	$ 302,661	0.000%
2	2.13	Counselor Frequent Transcript Audits	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 240,863	$ -	$ 240,863	$ -	$ -	$ -	$ 240,863	0.000%
2	2.14	Professional Learning – Teacher TEAMs Meetings	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 126,672	$ -	$ 126,672	$ -	$ -	$ -	$ 126,672	0.000%
2	2.15	Professional Learning – Leadership & Principals	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 260,625	$ 7,000	$ 267,625	$ -	$ -	$ -	$ 267,625	0.000%
2	2.16	Professional Learning - Classified Staff	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 100,252	$ 3,000	$ 103,252	$ -	$ -	$ -	$ 103,252	0.000%
2	2.17	Additional Program Implementation and Expansion	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 140,773	$ 58,000	$ 198,773	$ -	$ -	$ -	$ 198,773	0.000%
2	2.18	Implementation of Freckle for ELA and Math	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 205,233	$ 30,000	$ 235,233	$ -	$ -	$ -	$ 235,233	0.000%
2	2.19	Campus-wide Adoption of Accelerated Reader	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 103,889	$ 40,000	$ 143,889	$ -	$ -	$ -	$ 143,889	0.000%
2	2.2	Goalbook Integration to Support Inclusive Instruction	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 205,332	$ 20,000	$ 225,332	$ -	$ -	$ -	$ 225,332	0.000%
2	2.21	Expansion of College Awareness and Readiness Events	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 120,401	$ 14,000	$ 134,401	$ -	$ -	$ -	$ 134,401	0.000%
2	2.22	Internship Opportunities for Seniors	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 30,557	$ 9,000	$ 39,557	$ -	$ -	$ -	$ 39,557	0.000%
2	2.23	Site-Based CTE Pathway Expansion	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 45,312	$ 13,000	$ 58,312	$ -	$ -	$ -	$ 58,312	0.000%
2	2.24	Expansion of Performing Arts Access	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 38,288	$ 40,000	$ 78,288	$ -	$ -	$ -	$ 78,288	0.000%
2	2.25	Adoption of New Elective Courses	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 130,387	$ 8,000	$ 138,387	$ -	$ -	$ -	$ 138,387	0.000%
2	2.26	Independent Study Teacher Hires	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 437,822	$ -	$ 437,822	$ -	$ -	$ -	$ 437,822	0.000%
2	2.26L	Independent Study Teacher Hires	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 1,125,829	$ -	$ 1,125,829	$ -	$ -	$ -	$ 1,125,829	0.000%
2	3.1	Co-Curricular and Extracurricular Activities	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 40,525	$ 13,000	$ 53,525	$ -	$ -	$ -	$ 53,525	0.000%
2	3.2	Provide purposeful and meaningful supports for health and wellness for student success	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ -	$ 142,224	$ 142,224	$ -	$ -	$ -	$ 142,224	0.000%
3	3.3	Improve school communication	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 40,031	$ 7,000	$ 47,031	$ -	$ -	$ -	$ 47,031	0.000%
3	3.4	Increase opportunities for family and student engagement	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 150,823	$ 7,000	$ 157,823	$ -	$ -	$ -	$ 157,823	0.000%
3	3.5	Shared resources for tiered re-engagement	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 300,222	$ 9,000	$ 309,222	$ -	$ -	$ -	$ 309,222	0.000%
3	3.6	Implement home survey 2 times a year	ALL	No	LEA-wide	All	Districtwide	Ongoing	$ 25,984	$ 4,000	$ 29,984	$ -	$ -	$ -	$ 29,984	0.000%
3	3.7	Attendance Tracking	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 165,749	$ 4,000	$ 169,749	$ -	$ -	$ -	$ 169,749	0.000%
3	3.8	Continue to improve PBIS implementation	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 163,223	$ 5,000	$ 168,223	$ -	$ -	$ -	$ 168,223	0.000%
3	3.9	Multi-Tiered Systems of Supports -Development	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 263,098	$ 3,000	$ 266,098	$ -	$ -	$ -	$ 266,098	0.000%
3	3.1	Multi-Tiered Systems of Supports - Site Training	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 180,043	$ 5,000	$ 185,043	$ -	$ -	$ -	$ 185,043	0.000%
3	3.11	Multi-Tiered Systems of Supports -Admin Training	ALL	Yes	LEA-wide	All	Districtwide	Ongoing	$ 160,329	$ 5,000	165329	$ -	$ -	$ -	$ 165,329	0.000%

2025-2026 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 29,032,495	$ 7,216,027	24.855%	0.000%	24.855%	$ 8,119,916	0.000%	27.968%	**Total:**	$ 8,119,916
								LEA-wide Total:	$ 7,125,937
								Limited Total:	$ 993,979
								Schoolwide Total:	$ -

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Attract quality educators (through analyzing	No	LEA-wide		Districtwide	$ -	0.000%
1	1.2	Safe Learning Environments	Yes	LEA-wide	All	Districtwide	$ 254,500	0.000%
1	1.3	Internet Safety	No	LEA-wide		Districtwide	$ -	0.000%
1	1.4	District support for technology access and ir	No	LEA-wide		Districtwide	$ -	0.000%
1	1.5	Strengthen relationships with credentialing/i	Yes	LEA-wide	All	Districtwide	$ 100,933	0.000%
1	1.6	Decrease Caseloads for Special Population	No	LEA-wide		Districtwide	$ -	0.000%
1	1.7	Math Coach	No	LEA-wide		Districtwide	$ -	0.000%
1	1.8	ELA Coach	No	LEA-wide		Districtwide	$ -	0.000%
1	1.9	Wellness Opportunities for Employees	No	LEA-wide		Districtwide	$ -	0.000%
1	1.10	AI Committee	No	LEA-wide		Districtwide	$ -	0.000%
2	2.1	Weekly District Walkthroughs	No	LEA-wide		Districtwide	$ -	0.000%
2	2.2L	Ensuring English Learner Academic Succes	Yes	Limited	English Learners	Districtwide	$ 158,070	0.000%
2	2.3	Increasing services to support equity and ac	Yes	LEA-wide	All	Districtwide	$ 363,359	0.000%
2	2.4L	Increased and improved services for undupl	Yes	Limited	All	Districtwide	$ 481,114	0.000%
2	2.5	Providing and improving increased equity-d	Yes	LEA-wide	All	Districtwide	$ 76,942	0.000%
2	2.6	Increasing supplemental college readiness a	Yes	LEA-wide	All	Districtwide	$ 146,817	0.000%
2	2.7	Universal Screeners	Yes	LEA-wide	All	Districtwide	$ 573,483	0.000%
2	2.8	VAPA for All Students	Yes	LEA-wide	All	Districtwide	$ 229,392	0.000%
2	2.9	Dual Enrollment Audits and Improvement	Yes	LEA-wide	All	Districtwide	$ 611,714	0.000%
2	2.10L	Staff Collaboration for English Learners	Yes	Limited	English Learners	Districtwide	$ 245,604	0.000%
2	2.11L	Paraeducator Training	Yes	Limited	All	Districtwide	$ 109,191	0.000%
2	2.12	CAASPP Test Preparation	Yes	LEA-wide	All	Districtwide	$ 302,661	0.000%
2	2.13	Counselor Frequent Transcript Audits	Yes	LEA-wide	All	Districtwide	$ 240,863	0.000%
2	2.14	Professional Learning – Teacher TEAMs Me	Yes	LEA-wide	All	Districtwide	$ 126,672	0.000%
2	2.15	Professional Learning – Leadership & Princi	Yes	LEA-wide	All	Districtwide	$ 267,625	0.000%
2	2.16	Professional Learning - Classified Staff	Yes	LEA-wide	All	Districtwide	$ 103,252	0.000%
2	2.17	Additional Program Implementation and Exp	Yes	LEA-wide	All	Districtwide	$ 198,773	0.000%
2	2.18	Implementation of Freckle for ELA and Math	Yes	LEA-wide	All	Districtwide	$ 235,233	0.000%
2	2.19	Campus-wide Adoption of Accelerated Read	Yes	LEA-wide	All	Districtwide	$ 143,889	0.000%
2	2.2	Goalbook Integration to Support Inclusive In	Yes	LEA-wide	All	Districtwide	$ 225,332	0.000%
2	2.21	Expansion of College Awareness and Readi	Yes	LEA-wide	All	Districtwide	$ 134,401	0.000%
2	2.22	Internship Opportunities for Seniors	No	LEA-wide		Districtwide	$ -	0.000%
2	2.23	Site-Based CTE Pathway Expansion	No	LEA-wide		Districtwide	$ -	0.000%
2	2.24	Expansion of Performing Arts Access	No	LEA-wide		Districtwide	$ -	0.000%
2	2.25	Adoption of New Elective Courses	No	LEA-wide		Districtwide	$ -	0.000%
2	2.26	Independent Study Teacher Hires	No	LEA-wide		Districtwide	$ -	0.000%
2	2.27L	Independent Study Teacher Hires	Yes	LEA-wide	All	Districtwide	$ 1,125,829	0.000%
2	3.1	Co-Curricular and Extracurricular Activities	Yes	LEA-wide	All	Districtwide	$ 53,525	0.000%
2	3.2	Provide purposeful and meaningful supports	Yes	LEA-wide	All	Districtwide	$ 142,224	0.000%
3	3.3	Improve school communication	Yes	LEA-wide	All	Districtwide	$ 47,031	0.000%
3	3.4	Increase opportunities for family and studen	Yes	LEA-wide	All	Districtwide	$ 157,823	0.000%

3	3.5	Shared resources for tiered re-engagement	Yes	LEA-wide	All	Districtwide	$ 309,222	0.000%
3	3.6	Implement home survey 2 times a year	No	LEA-wide		Districtwide	$ -	0.000%
3	3.7	Attendance Tracking	Yes	LEA-wide	All	Districtwide	$ 169,749	0.000%
3	3.8	Continue to improve PBIS implementation	Yes	LEA-wide	All	Districtwide	$ 168,223	0.000%
3	3.9	Multi-Tiered Systems of Supports -Developr	Yes	LEA-wide	All	Districtwide	$ 266,098	0.000%
3	3.1	Multi-Tiered Systems of Supports - Site Trai	Yes	LEA-wide	All	Districtwide	$ 185,043	0.000%
3	3.11	Multi-Tiered Systems of Supports -Admin Tr	Yes	LEA-wide	All	Districtwide	$ 165,329	0.000%
							$ -	0.000%

2024-25 Annual Update Table

Totals:	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Actual Expenditures (Total Funds)
Totals:	$ 7,375,347.00	$ 8,290,278.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1.1	Attract quality educators (through analyzing competitive pay and benefits)	ALL	No	$ 38,539	$ 41,555
1.2	Safe Learning Environments	ALL	Yes	$ 152,929	$ 274,586
1.3	Internet Safety	ALL	No	$ 39,651	$ 54,888
1.4	District support for technology access and implementation	ALL	No	$ 58,113	$ 75,145
1.5	Strengthen relationships with credentialing/internship programs	ALL	Yes	$ 91,757	$ 48,998
1.6	Decrease Caseloads for Special Education Staff	Special Education	No	$ 74,558	$ 158,488
1.7	Math Coach	ALL	No	$ 116,272	$ 119,760
1.8	ELA Coach	ALL	No	$ 140,411	$ 144,623
2.1	Weekly District Walkthroughs	ALL	No	$ 214,100	$ 115,885
2.2L	Ensuring English Learner Academic Success	EL	Yes	$ 143,700	$ 158,788
2.3	Increasing services to support equity and access for college readiness	ALL	Yes	$ 330,326	$ 331,598
2.4L	Increased and improved services for unduplicated Special Education students	Special Education	Yes	$ 437,376	$ 458,782
2.5	Providing and improving increased equity-driven Career Technical Education (CTE) programs	ALL	Yes	$ 38,471	$ 187,558
2.6	Increasing supplemental college readiness activities for student success	ALL	Yes	$ 152,929	$ 157,888
2.7	Universal Screeners	ALL	Yes	$ 458,786	$ 511,587

2.8	VAPA for All Students	ALL	Yes	$	183,514	$	189,019
2.9	Dual Enrollment Audits and Improvement	ALL	Yes	$	489,371	$	450,655
2.10L	Staff Collaboration for Students with Disabilities	Special Education	Yes	$	223,276	$	324,556
2.11L	Student Support Specialist Training	At Risk	Yes	$	103,991	$	89,448
2.12	CAASPP Test Preparation	ALL	Yes	$	275,146	$	458,745
2.13	Counselor Frequent Transcript Audits	ALL	Yes	$	229,393	$	305,993
2.14	Professional Learning – Teacher TEAMs Meetings	ALL	Yes	$	115,156	$	125,110
2.15	Professional Learning – Leadership & Principals	ALL	Yes	$	214,100	$	315,488
2.16	Professional Learning – Classified Staff	ALL	Yes	$	98,335	$	104,558
2.17	Multi-Tiered Systems of Supports - Development DUPLICATE to 3.12	ALL	Yes	$	266,097	$	-
2.18	Multi-Tiered Systems of Supports - Site Training DUPLICATE to 3.13	ALL	Yes	$	168,221	$	-
2.19	Multi-Tiered Systems of Supports -Admin Training DUPLICATE to 3.14	ALL	Yes	$	183,699	$	-
3.1	Wellness Opportunities for Employees	ALL	No	$	79,533	$	48,887
3.2	Co-Curricular and Extracurricular Activities	ALL	Yes	$	42,820	$	98,589
3.3	Provide purposeful and meaningful supports for health and wellness for student success	ALL	Yes	$	94,816	$	154,887
3.4	Improve school communication	ALL	Yes	$	42,755	$	38,974
3.5	Increase opportunities for family and student engagement	ALL	Yes	$	131,519	$	145,778
3.6	Shared resources for tiered re-engagement	ALL	Yes	$	247,377	$	265,988
3.7	Implement home survey 2 times a year	ALL	No	$	27,258	$	30,225
3.8	District wide restorative justice program	ALL	Yes	$	82,682	$	28,788
3.9	5 STAR use/incentives across all campuses	ALL	Yes	$	64,230	$	78,488
3.10	Attendance Tracking	ALL	Yes	$	113,166	$	154,888
3.11	Continue to improve PBIS implementation	ALL	Yes	$	134,578	$	154,884
3.12	Multi-Tiered Systems of Supports - Development	ALL	Yes	$	79,523	$	202,584
3.13	Multi-Tiered Systems of Supports - Site Training	ALL	Yes	$	94,816	$	358,998
3.14	Multi-Tiered Systems of Supports -Admin Training	ALL	Yes	$	67,289	$	168,778
3.15	Independent Study Teacher Hires	ALL	Yes	$	1,034,768	$	1,155,841

2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
$ 25,349,513	$ 5,236,195	20.66%	0.00%	20.66%	$ 7,375,347	0.00%	29.09%	**Total:**	$ 7,375,347
								LEA-wide Total:	$ 6,392,446
								Limited Total:	$ 982,901
								Schoolwide Total:	$ -

Goal #	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
1	1.1	Attract quality educators (through analyzing	Yes	LEA-wide	All	Districtwide	$ 38,539	0.00%
1	1.2	Safe Learning Environments	Yes	LEA-wide	All	Districtwide	$ 152,929	0.00%
1	1.3	Internet Safety	Yes	LEA-wide	All	Districtwide	$ 39,651	0.00%
1	1.4	District support for technology access and ir	Yes	LEA-wide	All	Districtwide	$ 58,113	0.00%
1	1.5	Strengthen relationships with credentialing/i	Yes	LEA-wide	All	Districtwide	$ 91,757	0.00%
1	1.6	Decrease Caseloads for Special Education S	Yes	Limited	All	Districtwide	$ 74,558	0.00%
1	1.7	Math Coach	Yes	LEA-wide	All	Districtwide	$ 116,272	0.00%
1	1.8	ELA Coach	Yes	LEA-wide	All	Districtwide	$ 140,411	0.00%
2	2.1	Weekly District Walkthroughs	Yes	LEA-wide	All	Districtwide	$ 214,100	0.00%
2	2.2L	Ensuring English Learner Academic Succes	Yes	Limited	English Learners	Districtwide	$ 143,700	0.00%
2	2.3	Increasing services to support equity and ac	Yes	LEA-wide	All	Districtwide	$ 330,326	0.00%
2	2.4L	Increased and improved services for undupl	Yes	Limited	All	Districtwide	$ 437,376	0.00%
2	2.5	Providing and improving increased equity-d	Yes	LEA-wide	All	Districtwide	$ 38,471	0.00%
2	2.6	Increasing supplemental college readiness a	Yes	LEA-wide	All	Districtwide	$ 152,929	0.00%
2	2.7	Universal Screeners	Yes	LEA-wide	All	Districtwide	$ 458,786	0.00%
2	2.8	VAPA for All Students	Yes	LEA-wide	All	Districtwide	$ 183,514	0.00%
2	2.9	Dual Enrollment Audits and Improvement	Yes	LEA-wide	All	Districtwide	$ 489,371	0.00%
2	2.10L	Staff Collaboration for Students with Disabili	Yes	Limited	All	Districtwide	$ 223,276	0.00%
2	2.11L	Student Support Specialist Training	Yes	Limited	All	Districtwide	$ 103,991	0.00%
2	2.12	CAASPP Test Preparation	Yes	LEA-wide	All	Districtwide	$ 275,146	0.00%
2	2.13	Counselor Frequent Transcript Audits	Yes	LEA-wide	All	Districtwide	$ 229,393	0.00%
2	2.14	Professional Learning – Teacher TEAMs Me	Yes	LEA-wide	All	Districtwide	$ 115,156	0.00%
2	2.15	Professional Learning – Leadership & Princi	Yes	LEA-wide	All	Districtwide	$ 214,100	0.00%
2	2.16	Professional Learning – Classified Staff	Yes	LEA-wide	All	Districtwide	$ 98,335	0.00%
2	2.17	Multi-Tiered Systems of Supports -Developr	Yes	LEA-wide	All	Districtwide	$ 266,097	0.00%
2	2.18	Multi-Tiered Systems of Supports - Site Trai	Yes	LEA-wide	All	Districtwide	$ 168,221	0.00%
2	2.19	Multi-Tiered Systems of Supports -Admin Tr	Yes	LEA-wide	All	Districtwide	$ 183,699	0.00%
3	3.1	Wellness Opportunities for Employees	Yes	LEA-wide	All	Districtwide	$ 79,533	0.00%
3	3.2	Co-Curricular and Extracurricular Activities	Yes	LEA-wide	All	Districtwide	$ 42,820	0.00%
3	3.3	Provide purposeful and meaningful supports	Yes	LEA-wide	All	Districtwide	$ 94,816	0.00%
3	3.4	Improve school communication	Yes	LEA-wide	All	Districtwide	$ 42,755	0.00%
3	3.5	Increase opportunities for family and studen	Yes	LEA-wide	All	Districtwide	$ 131,519	0.00%
3	3.6	Shared resources for tiered re-engagement	Yes	LEA-wide	All	Districtwide	$ 247,377	0.00%
3	3.7	Implement home survey 2 times a year	Yes	LEA-wide	All	Districtwide	$ 27,258	0.00%
3	3.8	District wide restorative justice program	Yes	LEA-wide	All	Districtwide	$ 82,682	0.00%
3	3.9	5 STAR use/incentives across all campuses	Yes	LEA-wide	All	Districtwide	$ 64,230	0.00%
3	3.10	Attendance Tracking	Yes	LEA-wide	All	Districtwide	$ 113,166	0.00%
3	3.11	Continue to improve PBIS implementation	Yes	LEA-wide	All	Districtwide	$ 134,578	0.00%
3	3.12	Multi-Tiered Systems of Supports -Developr	Yes	LEA-wide	All	Districtwide	$ 79,523	0.00%
3	3.13	Multi-Tiered Systems of Supports - Site Trai	Yes	LEA-wide	All	Districtwide	$ 94,816	0.00%
3	3.14	Multi-Tiered Systems of Supports -Admin Tr	Yes	LEA-wide	All	Districtwide	$ 67,289	0.00%

3	3.15	Independent Study Teacher Hires	Yes	LEA-wide	All	Districtwide	$ 1,034,768	0.00%

2024-25 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
$ 32,998,313	$ 32,998,313	0.00%	100.00%	$ 7,500,822	0.00%	22.73%	$ 25,497,491.00	77.27%

Local Control and Accountability Plan Instructions

Plan Summary

Engaging Educational Partners

Goals and Actions

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [*EC*] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.

- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (*EC* Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.

- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:

    - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (*EC* Section 52064[b][4-6]).

- Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (*EC* sections 52064[b][1] and [2]).

    - **NOTE:** As specified in *EC* Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to *EC* Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, *EC* Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).

- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023 and Senate Bill 153, Chapter 38, Statues of 2024.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

> Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- LEAs may also provide information about their strategic plan, vision, etc.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;

- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as "Not Applicable."

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA

engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section 47606.5(d) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the CDE's LCAP webpage.

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see *Education Code* Section 52062;
    - **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see *Education Code* Section 52068; and
- For charter schools, see *Education Code* Section 47606.5.
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.

- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.

- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.

- For the purposes of this prompt, this may also include, but is not necessarily limited to:

    - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
    - Inclusion of metrics other than the statutorily required metrics
    - Determination of the target outcome on one or more metrics
    - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
    - Inclusion of action(s) or a group of actions
    - Elimination of action(s) or group of actions
    - Changes to the level of proposed expenditures for one or more actions
    - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
    - Analysis of effectiveness of the specific actions to achieve the goal
    - Analysis of material differences in expenditures
    - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
    - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- Focus Goal: A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
    - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- Broad Goal: A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- Maintenance of Progress Goal: A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The *LCFF State Priorities Summary* provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.

- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

(A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and

(B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school's educators, if applicable.

- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school's educators.
    - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,

- The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school's educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC* Section 42238.024(b)(1) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.
- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.

- The metrics may be quantitative or qualitative; but at minimum, an LEA's LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.

- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.

- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.

    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

- **Required metrics for Equity Multiplier goals**: For each Equity Multiplier goal, the LEA must identify:

    - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or

    - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.

    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric

- Enter the metric number.

Metric

- Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.

Baseline

- Enter the baseline when completing the LCAP for 2024–25.
    - Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
    - Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
    - Indicate the school year to which the baseline data applies.
    - The baseline data must remain unchanged throughout the three-year LCAP.
        - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
        - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.

- Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
    - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
    - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the "**Measuring and Reporting Results**" part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26**. Leave blank until then.	Enter information in this box when completing the LCAP for **2026–27**. Leave blank until then.	Enter information in this box when completing the LCAP for **2024–25** or when adding a new metric.	Enter information in this box when completing the LCAP for **2025–26** and **2026–27**. Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
    - Include a discussion of relevant challenges and successes experienced with the implementation process.
    - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
    - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
    - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
    - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
    - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
        - The reasons for the ineffectiveness, and
        - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
    - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
    - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
    - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a "Y" for Yes or an "N" for No.
    - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 *CCR*] Section 15496 in the Increased or Improved Services section of the LCAP.

***Actions for Foster Youth*:** School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

For English Learners and Long-Term English Learners

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
    - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
    - Professional development for teachers.
    - If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.

For Technical Assistance

- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.

For Lowest Performing Dashboard Indicators

- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
    - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each

student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.

  - These required actions will be effective for the three-year LCAP cycle.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.

  - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).

  - School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.

  - As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).

  - LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:

    - Identify the action as an LREBG action;

    - Include an explanation of how research supports the selected action;

    - Identify the metric(s) being used to monitor the impact of the action; and

    - Identify the amount of LREBG funds being used to support the action.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the "minimum proportionality percentage" or "MPP." The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero ($0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.

- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA's needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
    - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
    - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year**: Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant**: Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

  See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.
- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 *CCR* Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***
- **Goal #**: Enter the LCAP Goal number for the action.
- **Action #**: Enter the action's number as indicated in the LCAP Goal.
- **Action Title**: Provide a title of the action.
- **Student Group(s)**: Indicate the student group or groups who will be the primary beneficiary of the action by entering "All," or by entering a specific student group or groups.

- **Contributing to Increased or Improved Services?:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services requirement.

- If "Yes" is entered into the Contributing column, then complete the following columns:

    - **Scope**: The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.

    - **Unduplicated Student Group(s)**: Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.

    - **Location**: Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate "All Schools." If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter "Specific Schools" or "Specific Grade Spans." Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.

- **Time Span**: Enter "ongoing" if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter "1 Year," or "2 Years," or "6 Months."

- **Total Personnel**: Enter the total amount of personnel expenditures utilized to implement this action.

- **Total Non-Personnel**: This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **LCFF Funds**: Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA's total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

    - **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.

- **Other State Funds**: Enter the total amount of Other State Funds utilized to implement this action, if any.

    - **Note:** Equity Multiplier funds must be included in the "Other State Funds" category, not in the "LCFF Funds" category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to

replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA's LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

- **Local Funds**: Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds**: Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds**: This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services**: For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
    - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

      For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost $165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of $165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the 'Contributing to Increased or Improved Services?' column will need to be checked to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures**: Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the 'Contributing to Increased or Improved Services?' column to ensure that only actions with a "Yes" are displaying. If actions with a "No" are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the "Yes" responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.

- **Estimated Actual Expenditures for Contributing Actions**: Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.

- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).

    - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been $169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of $169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant**: Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 *CCR* Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 *CCR* Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
    - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
    - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display "Not Required."

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
    - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on the number and concentration of unduplicated students in the current school year.
- **4. Total Planned Contributing Expenditures (LCFF Funds)**
    - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
    - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**

- This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).

- **5. Total Planned Percentage of Improved Services (%)**
  - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
  - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
  - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
  - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
  - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
  - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

    The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.
- **13. LCFF Carryover — Percentage (12 divided by 9)**
  - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).



Master Bell Schedule Example: Victorville Campus

Excelsior Victorville Campus Schedule

Office Hours
Monday-Friday 8:00am-4:00pm.

Monday - ALL students log in to Canvas and complete work independently from home.

Junior High Bell Schedule
Every Tuesday, Wednesday, Friday

Period 1: 8:35-9:30 AM
Period 2: 9:35-10:30 AM
Period 3: 10:35-11:30 AM
LUNCH: 11:30-12:00
Free Lunch at school - no lunch deliveries, packed lunch OK
Period 4 : 12:05-1:00 PM
Period 5: 1:05-2:00 PM
Period 6: 2:05-3:00 PM

High School Bell Schedule
Every Tuesday, Wednesday, Friday

Period 1: 8:35-9:30 AM
Period 2: 9:35-10:30 AM
Period 3: 10:35-11:30 AM
Period 4: 11:35AM-12:30PM
LUNCH: 12:30 - 1:00
Free Lunch at school - no lunch deliveries, packed lunch OK
Period 5: 1:05-2:00 PM
Period 6: 2:05-3:00 PM

Advisory Schedule
Every Thursday

Period 1: 8:35-9:25
Period 2: 9:30-10:20
Advisory: 10:25-10:50
Period 3: 10:55-11:40
JH Lunch: 11:40-12:10
HS Period 4: 11:45-12:30
HS Lunch: 12:30- 1:00
JH Period 4: 12:15-1:00
Period 5: 1:05- 2:00
Period 6: 2:05-3:00

Minimum Day Bell Schedule
On occasion, when announced

Period 1: 8:35 AM-9:05 AM
Period 2: 9:10 AM-9:40 AM
Period 3: 9:45 AM-10:15 AM
HS 4th/**JH Lunch: 10:20 AM-10:50**
JH 4th/**HS Lunch: 10:55 AM – 11:25**
Period 5: 11:30 AM – 12:00 PM Period 6: 12:05 PM – 12:35 PM

Pick up students within 15 minutes of their dismissal. Students that take the city bus may wait in the office until 10 minutes before bus arrives. Only students with VVC ID and current class schedule can be on the college campus.



Master Schedule Sample- Victorville Campus

Excelsior - Victorville

2025-2026 **MASTER SCHEDULE BY COURSE and PERIOD**

Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	Tot	M/Pct	TotF/I	TotOGn/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
217	IS	Y	M-F	0123	Academic & Care		30005 Jones, E	Home	0.0	7	12	28	27	17	63.0	10 37.0	0 0.0					
2180	IS	Y	M-F	0123	Academic & Care		300377 Quintero, J	Home	0.0	7	12	28	27	17	63.0	10 37.0	0 0.0					
2181	IS	Y	M-F	0123	Academic & Care		300478 Krieg, D	Home	0.0	7	12	28	28	17	60.7	11 39.3	0 0.0					
218	IS	Y	M-F	0123	Academic & Care		1339 Singletary, A	Home	0.0	7	12	28	5	4	80.0	1 20.0	0 0.0					
2183	IS	Y	M-F	0123	Academic & Care		300594 Lambright, K	Home	0.0	7	12	28	28	21	75.0	7 25.0	0 0.0					
2184	IS	Y	M-F	0123	Academic & Care		300591 Esposito, S	Home	0.0	7	12	28	25	14	56.0	11 44.0	0 0.0					
2185	IS	Y	M-F	0123	Academic & Care		300652 Smith, V	Home	0.0	7	12	28	26	13	50.0	12 46.2	1 3.8					
219	IS	Y	M-F	0123	Academic & Care		1632 Kamel, R	Home	0.0	7	12	28	6	3	50.0	3 50.0	0 0.0					
3110	IS	Y	M-F	0123	Academic & Care		300626 Snider, K	Home	0.0	7	12	28	0	0		0	0					
3111	IS	Y	M-F	0123	Academic & Care		300627 Booker, M	Home	0.0	7	12	28	1	1	100.0	0 0.0	0 0.0					
Totals:		**Seats: 280**		**Students: 173**			**Class Average: 19.2**					**Boys: 107**		**Pct: 61.8**		**Girls: 65**		**Pct: 37.6**			**Other: 1**	
2128	1	Y	T-F	1085	JH Reading Deve	J	1380 Sooter, S	117	5.0	7	8	12	6	2	33.3	4 66.7	0 0.0					
2129	2	Y	T-F	1085	JH Reading Deve	J	1380 Sooter, S	117	5.0	7	8	12	13	7	53.8	6 46.2	0 0.0					
218	3	Y	T-F	1085	JH Reading Deve	J	1380 Sooter, S	117	5.0	7	8	6	0	0		0	0					
219	5	Y	T-F	1085	JH Reading Deve	J	1380 Sooter, S	117	5.0	7	8	12	0	0		0	0					
Totals:		**Seats: 42**		**Students: 19**			**Class Average: 9.5**					**Boys: 9**		**Pct: 47.4**		**Girls: 10**		**Pct: 52.6**			**Other: 0**	
311	IS	Y	M-F	1233	JH Exploration		1007 Bearden, C	Home	5.0	7	8	76	78	44	56.4	34 43.6	0 0.0					
Totals:		**Seats: 76**		**Students: 78**			**Class Average: 78.0**					**Boys: 44**		**Pct: 56.4**		**Girls: 34**		**Pct: 43.6**			**Other: 0**	
2140	6	Y	T-F	1692	Yearbook		1352 Borowski, A	108	5.0	9	12	28	25	10	40.0	15 60.0	0 0.0					
Totals:		**Seats: 28**		**Students: 25**			**Class Average: 25.0**					**Boys: 10**		**Pct: 40.0**		**Girls: 15**		**Pct: 60.0**			**Other: 0**	
2186	1	Y	T-F	1925A	Reading Develop	J	1380 Sooter, S	117	5.0	9	12	12	2	2	100.0	0 0.0	0 0.0					
2187	2	Y	T-F			J	1380 Sooter, S	117	5.0	9	12	12	3	3	100.0	0 0.0	0 0.0					

2130	3	Y	T-F	1925A	Reading Develop	J	1380	Sooter, S	117	5.0	9	12	19	18	10	55.6	8	44.4	0	0.0
2131	HS P4	Y	T-F	1925A	Reading Develop	J	1380	Sooter, S	117	5.0	9	12	21	16	9	56.3	7	43.8	0	0.0

Excelsior - Victorville

2025-2026 **MASTER SCHEDULE BY COURSE and PERIOD**

Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	TotM	M/Pct	TotF	F/I	TotO	Gn/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
213	5	Y	T-F	1925A	Reading Develop	J	1380 Sooter, S	117	5.0	9	12	12	7	6	85.7	1	14.3	0	0.0					
Totals:		**Seats: 76**			**Students: 46**		**Class Average: 9.2**							**Boys: 30**	**Pct: 65.2**	**Girls: 16**		**Pct: 34.8**		**Other: 0**				
1177	1	Y	T-F	2070	JH ELA 7	E	1267 Rouse, S	113	5.0	7	7	28	27	10	37.0	17	63.0	0	0.0					
125	Z 1	Y	T-F	2070	JH ELA 7	E	300483 Westbrook, J	Zoom	5.0	7	8	13	13	8	61.5	5	38.5	0	0.0					
117	2	Y	T-F	2070	JH ELA 7	E	1267 Rouse, S	113	5.0	7	7	28	30	15	50.0	15	50.0	0	0.0					
126	Z 2	Y	T-F	2070	JH ELA 7	E	300483 Westbrook, J	Zoom	5.0	7	8	13	13	6	46.2	7	53.8	0	0.0					
117	3	Y	T-F	2070	JH ELA 7	E	1267 Rouse, S	113	5.0	7	7	28	29	12	41.4	17	58.6	0	0.0					
127	Z 3	Y	T-F	2070	JH ELA 7	E	300483 Westbrook, J	Zoom	5.0	7	8	13	10	6	60.0	4	40.0	0	0.0					
128	Z 4	Y	T-F	2070	JH ELA 7	E	300372 Dundon, M	Zoom	5.0	7	8	13	13	7	53.8	6	46.2	0	0.0					
118	JH P4	Y	T-F	2070	JH ELA 7	E	300131 Sweeney, S	114	5.0	7	7	28	28	12	42.9	16	57.1	0	0.0					
118	5	Y	T-F	2070	JH ELA 7	E	300131 Sweeney, S	114	5.0	7	7	28	24	8	33.3	16	66.7	0	0.0					
129	Z 5	Y	T-F	2070	JH ELA 7	E	300372 Dundon, M	Zoom	5.0	7	8	13	9	4	44.4	5	55.6	0	0.0					
Totals:		**Seats: 205**			**Students: 196**		**Class Average: 19.6**							**Boys: 88**	**Pct: 44.9**	**Girls: 108**		**Pct: 55.1**		**Other: 0**				
118	1	Y	T-F	2080	JH ELA 8	E	300131 Sweeney, S	114	5.0	8	8	28	32	20	62.5	12	37.5	0	0.0					
130	Z 1	Y	T-F	2080	JH ELA 8	E	300372 Dundon, M	Zoom	5.0	7	8	13	18	7	38.9	11	61.1	0	0.0					
118	2	Y	T-F	2080	JH ELA 8	E	300131 Sweeney, S	114	5.0	8	8	28	34	17	50.0	17	50.0	0	0.0					
131	Z 2	Y	T-F	2080	JH ELA 8	E	300372 Dundon, M	Zoom	5.0	7	8	13	19	9	47.4	10	52.6	0	0.0					
118	3	Y	T-F	2080	JH ELA 8	E	300131 Sweeney, S	114	5.0	8	8	28	34	18	52.9	16	47.1	0	0.0					
132	Z 3	Y	T-F	2080	JH ELA 8	E	300372 Dundon, M	Zoom	5.0	7	8	13	21	8	38.1	12	57.1	1	4.8					
133	Z 4	Y	T-F	2080	JH ELA 8	E	300483 Westbrook, J	Zoom	5.0	7	8	13	22	12	54.5	10	45.5	0	0.0					
118	JH P4	Y	T-F			E	1267 Rouse, S	113	5.0	8	8	28	33	16	48.5	17	51.5	0	0.0					

				2080	JH ELA 8																										
1181	5		Y	T-F			E	1267	Rouse, S		113	5.0	8	8	28	33	16	48.5	17	51.5	0	0.0								
				2080	JH ELA 8																										
134	Z 5		Y	T-F			E	300483	Westbrook, J		Zoom	5.0	7	8	13	24	9	37.5	15	62.5	0	0.0								
				2080	JH ELA 8																										
Totals:			**Seats: 205**		**Students: 270**			**Class Average: 27.0**								**Boys: 132**		**Pct: 48.9**		**Girls: 137**		**Pct: 50.7**			**Other: 1**						
1112	1		Y	T-F			E	1653	Glaudin, T		219	5.0	9	12	28	29	15	51.7	14	48.3	0	0.0								
				2091	English I																										

Excelsior - Victorville

2025-2026 **MASTER SCHEDULE BY COURSE and PERIOD**

Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	Tot	M/Pct	Tot	F/I	Tot	OGn/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
135	Z 1	Y	T-F	2091	English I	E	300654 Jonas, K	Zoom	5.0	9	12	13	23	10	43.5	13	56.5	0	0.0					
1113	2	Y	T-F	2091	English I	E	1653 Glaudin, T	219	5.0	9	12	28	31	14	45.2	17	54.8	0	0.0					
136	Z 2	Y	T-F	2091	English I	E	300654 Jonas, K	Zoom	5.0	9	12	13	15	8	53.3	7	46.7	0	0.0					
111	3	Y	T-F	2091	English I	E	1653 Glaudin, T	219	5.0	9	12	28	32	21	65.6	11	34.4	0	0.0					
137	Z 3	Y	T-F	2091	English I	E	300654 Jonas, K	Zoom	5.0	9	12	13	19	9	47.4	10	52.6	0	0.0					
1125	HS P4	Y	T-F	2091	English I	E	300634 Hartley, K	220	5.0	9	12	28	33	18	54.5	15	45.5	0	0.0					
138	Z 4	Y	T-F	2091	English I	E	300622 Trombetta, J	Zoom	5.0	9	12	13	11	3	27.3	8	72.7	0	0.0					
112	5	Y	T-F	2091	English I	E	300634 Hartley, K	220	5.0	9	12	28	32	14	43.8	18	56.3	0	0.0					
139	Z 5	Y	T-F	2091	English I	E	300622 Trombetta, J	Zoom	5.0	9	12	13	27	13	48.1	13	48.1	1	3.7					
Totals:		**Seats: 205**					**Students: 252**				**Class Average: 25.2**					**Boys: 125**	**Pct: 49.6**	**Girls: 126**	**Pct: 50.0**			**Other: 1**		
1122	1	Y	T-F	2101	English II	E	300634 Hartley, K	220	5.0	9	12	28	31	17	54.8	14	45.2	0	0.0					
140	Z 1	Y	T-F	2101	English II	E	300622 Trombetta, J	Zoom	5.0	9	12	13	13	4	30.8	9	69.2	0	0.0					
112	2	Y	T-F	2101	English II	E	300634 Hartley, K	220	5.0	9	12	28	31	17	54.8	14	45.2	0	0.0					
141	Z 2	Y	T-F	2101	English II	E	300622 Trombetta, J	Zoom	5.0	9	12	13	13	5	38.5	8	61.5	0	0.0					
112	3	Y	T-F	2101	English II	E	300634 Hartley, K	220	5.0	9	12	28	30	13	43.3	17	56.7	0	0.0					
142	Z 3	Y	T-F	2101	English II	E	300622 Trombetta, J	Zoom	5.0	9	12	13	13	4	30.8	9	69.2	0	0.0					
111	HS P4	Y	T-F	2101	English II	E	1653 Glaudin, T	219	5.0	9	12	28	32	17	53.1	15	46.9	0	0.0					
143	Z 4	Y	T-F	2101	English II	E	300654 Jonas, K	Zoom	5.0	9	12	13	8	5	62.5	3	37.5	0	0.0					
1116	5	Y	T-F	2101	English II	E	1653 Glaudin, T	219	5.0	9	12	28	31	17	54.8	14	45.2	0	0.0					
144	Z 5	Y	T-F	2101	English II	E	300654 Jonas, K	Zoom	5.0	9	12	13	14	8	57.1	6	42.9	0	0.0					

Totals:	Seats: 205	Students: 216	Class Average: 21.6	Boys: 107	Pct: 49.5	Girls: 109	Pct: 50.5	Other: 0

1107	1	Y	T-F			E	1720	Peacock, T	217	5.0	9	12	28	26	13	50.0	13	50.0	0	0.0
				2112	English III																			
145	Z 1	Y	T-F			E	300383	Dutta, P	Zoom	5.0	9	12	13	12	8	66.7	4	33.3	0	0.0
				2112	English III																			
110	2	Y	T-F			E	1720	Peacock, T	217	5.0	9	12	28	25	15	60.0	10	40.0	0	0.0
				2112	English III																			
146	Z 2	Y	T-F			E	300383	Dutta, P	Zoom	5.0	9	12	13	11	5	45.5	6	54.5	0	0.0
				2112	English III																			

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110	3	Y	T-F	2112	English III	E	1720 Peacock, T	217	5.0	9	12	28	29	14	48.3	15	51.7	0	0.0				
147	Z 3	Y	T-F	2112	English III	E	300383 Dutta, P	Zoom	5.0	9	12	13	8	3	37.5	5	62.5	0	0.0				
1120	HS P4	Y	T-F	2112	English III	E	300645 Deaver, R	218	5.0	9	12	28	33	17	51.5	16	48.5	0	0.0				
148	Z 4	Y	T-F	2112	English III	E	300621 Smith, C	Zoom	5.0	9	12	13	14	5	35.7	9	64.3	0	0.0				
112	5	Y	T-F	2112	English III	E	300645 Deaver, R	218	5.0	9	12	28	25	14	56.0	10	40.0	1	4.0				
149	Z 5	Y	T-F	2112	English III	E	300621 Smith, C	Zoom	5.0	9	12	13	8	3	37.5	5	62.5	0	0.0				
Totals:		**Seats: 205**			**Students: 191**		**Class Average: 19.1**						**Boys: 97**		**Pct: 50.8**		**Girls: 93**		**Pct: 48.7**			**Other: 1**	
150	Z 1	Y	T-F	2121	English IV	E	300621 Smith, C	Zoom	5.0	9	12	13	5	3	60.0	2	40.0	0	0.0				
1118	2	Y	T-F	2121	English IV	E	300645 Deaver, R	218	5.0	9	12	28	30	19	63.3	11	36.7	0	0.0				
151	Z 2	Y	T-F	2121	English IV	E	300621 Smith, C	Zoom	5.0	9	12	13	15	6	40.0	9	60.0	0	0.0				
111	3	Y	T-F	2121	English IV	E	300645 Deaver, R	218	5.0	9	12	28	32	15	46.9	16	50.0	1	3.1				
152	Z 3	Y	T-F	2121	English IV	E	300621 Smith, C	Zoom	5.0	9	12	13	11	4	36.4	7	63.6	0	0.0				
111	HS P4	Y	T-F	2121	English IV	E	1720 Peacock, T	217	5.0	9	12	28	31	20	64.5	11	35.5	0	0.0				
153	Z 4	Y	T-F	2121	English IV	E	300383 Dutta, P	Zoom	5.0	9	12	13	7	4	57.1	3	42.9	0	0.0				
111	5	Y	T-F	2121	English IV	E	1720 Peacock, T	217	5.0	9	12	28	26	11	42.3	14	53.8	1	3.8				
154	Z 5	Y	T-F	2121	English IV	E	300383 Dutta, P	Zoom	5.0	9	12	13	6	2	33.3	4	66.7	0	0.0				
Totals:		**Seats: 177**			**Students: 163**		**Class Average: 18.1**						**Boys: 84**		**Pct: 51.5**		**Girls: 77**		**Pct: 47.2**			**Other: 2**	
1159	IS	Y	M-F	2363	Service Learnin	J	300037 Thomas, C	Home	5.0	9	12	76	2	0	0.0	2	100.0	0	0.0				
Totals:		**Seats: 76**			**Students: 2**		**Class Average: 2.0**						**Boys: 0**		**Pct: 0.0**		**Girls: 2**		**Pct: 100.0**			**Other: 0**	
2174	IS	Y	M-F	2364	Service Learn 2	J	300037 Thomas, C	Home	5.0	9	12	76	2	1	50.0	1	50.0	0	0.0				
Totals:		**Seats: 76**			**Students: 2**		**Class Average: 2.0**						**Boys: 1**		**Pct: 50.0**		**Girls: 1**		**Pct: 50.0**			**Other: 0**	
219	IS	F	M-F			J	300517 Lyon, D	Home	5.0	7	8	76	83	49	59.0	33	39.8	1	1.2				

27070 JH Keyboarding

Totals:	Seats: 76	Students: 83	Class Average: 83.0	Boys: 49	Pct: 59.0	Girls: 33	Pct: 39.8	Other: 1

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113	1	Y	T-F	3001	Spanish 1	F	300315 Veristain-Pizarı	222	5.0	9	12	28	29	12	41.4	16	55.2	1	3.4				
1133	2	Y	T-F	3001	Spanish 1	F	300315 Veristain-Pizarı	222	5.0	9	12	28	28	13	46.4	15	53.6	0	0.0				
1128	2	Y	T-F	3001	Spanish 1	F	300518 Baird, C	221	5.0	9	12	28	29	19	65.5	10	34.5	0	0.0				
1129	3	Y	T-F	3001	Spanish 1	F	300518 Baird, C	221	5.0	9	12	28	30	16	53.3	14	46.7	0	0.0				
1130	Z 4	Y	T-F	3001	Spanish 1	F	300518 Baird, C	Zoom	5.0	9	12	33	29	14	48.3	15	51.7	0	0.0				
Totals:		**Seats: 145**		**Students: 145**			**Class Average: 29.0**							**Boys: 74**	**Pct: 51.0**	**Girls: 70**	**Pct: 48.3**	**Other: 1**					
1127	1	Y	T-F	3002	Spanish 2	F	300518 Baird, C	221	5.0	9	12	28	26	13	50.0	13	50.0	0	0.0				
113	3	Y	T-F	3002	Spanish 2	F	300315 Veristain-Pizarı	222	5.0	9	12	28	29	16	55.2	13	44.8	0	0.0				
113	HS P4	Y	T-F	3002	Spanish 2	F	300315 Veristain-Pizarı	222	5.0	9	12	28	31	14	45.2	17	54.8	0	0.0				
113	5	Y	T-F	3002	Spanish 2	F	300315 Veristain-Pizarı	222	5.0	9	12	28	24	15	62.5	9	37.5	0	0.0				
1131	Z 5	Y	T-F	3002	Spanish 2	F	300518 Baird, C	Zoom	5.0	9	12	33	24	9	37.5	15	62.5	0	0.0				
Totals:		**Seats: 145**		**Students: 134**			**Class Average: 26.8**							**Boys: 67**	**Pct: 50.0**	**Girls: 67**	**Pct: 50.0**	**Other: 0**					
1192	1	Y	T-F	3072	JH Math 7	M	300512 Innabi, T	116	5.0	7	7	28	26	12	46.2	14	53.8	0	0.0				
100	Z 1	Y	T-F	3072	JH Math 7	M	300445 Reitsma, L	Zoom	5.0	7	7	13	13	7	53.8	6	46.2	0	0.0				
119	2	Y	T-F	3072	JH Math 7	M	300512 Innabi, T	116	5.0	7	7	28	29	12	41.4	17	58.6	0	0.0				
101	Z 2	Y	T-F	3072	JH Math 7	M	300445 Reitsma, L	Zoom	5.0	7	7	13	12	8	66.7	4	33.3	0	0.0				
119	3	Y	T-F	3072	JH Math 7	M	300512 Innabi, T	116	5.0	7	7	28	29	14	48.3	15	51.7	0	0.0				
102	Z 3	Y	T-F	3072	JH Math 7	M	300445 Reitsma, L	Zoom	5.0	7	7	13	11	7	63.6	4	36.4	0	0.0				
103	Z 4	Y	T-F	3072	JH Math 7	M	1555 Herrera, K	Zoom	5.0	7	7	16	11	4	36.4	7	63.6	0	0.0				
1190	JH P4	Y	T-F	3072	JH Math 7	M	300323 Pineda, J	115	5.0	7	7	28	28	14	50.0	14	50.0	0	0.0				
119	5	Y	T-F			M	300323 Pineda, J	115	5.0	7	7	28	28	6	21.4	22	78.6	0	0.0				

				3072	JH Math 7																									
104	Z	5	Y	T-F			M	1555	Herrera, K		Zoom	5.0	7	7	16	9	4	44.4	5	55.6	0	0.0							
				3072	JH Math 7																									
Totals:			**Seats: 211**			**Students: 196**		**Class Average: 19.6**								**Boys: 88**		**Pct: 44.9**		**Girls: 108**		**Pct: 55.1**				**Other: 0**				
118		1	Y	T-F			M	300323	Pineda, J		115	5.0	8	8	28	32	16	50.0	16	50.0	0	0.0							
				3082	JH Math 8																									
105	Z	1	Y	T-F			M	1555	Herrera, K		Zoom	5.0	7	8	13	17	6	35.3	11	64.7	0	0.0							
				3082	JH Math 8																									

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118	2	Y	T-F	3082	JH Math 8	M	300323 Pineda, J	115	5.0	8	8	28	33	17	51.5	16	48.5	0	0.0					
106	Z 2	Y	T-F	3082	JH Math 8	M	300409 Tharp, E	Zoom	5.0	7	8	16	19	11	57.9	8	42.1	0	0.0					
118	3	Y	T-F	3082	JH Math 8	M	300323 Pineda, J	115	5.0	8	8	28	34	21	61.8	13	38.2	0	0.0					
107	Z 3	Y	T-F	3082	JH Math 8	M	1555 Herrera, K	Zoom	5.0	7	8	16	22	11	50.0	11	50.0	0	0.0					
108	Z 4	Y	T-F	3082	JH Math 8	M	300445 Reitsma, L	Zoom	5.0	7	8	13	26	10	38.5	16	61.5	0	0.0					
1195	JH P4	Y	T-F	3082	JH Math 8	M	300512 Innabi, T	116	5.0	8	8	28	33	19	57.6	14	42.4	0	0.0					
119	5	Y	T-F	3082	JH Math 8	M	300512 Innabi, T	116	5.0	8	8	28	32	13	40.6	19	59.4	0	0.0					
109	Z 5	Y	T-F	3082	JH Math 8	M	300445 Reitsma, L	Zoom	5.0	7	8	13	22	8	36.4	13	59.1	1	4.5					
Totals:		**Seats: 211**		**Students: 270**			**Class Average: 27.0**							**Boys: 132**	**Pct: 48.9**		**Girls: 137**		**Pct: 50.7**				**Other: 1**	
155	1	Y	T-F	3101	Algebra 1	M	1203 Henry, A	205	5.0	9	12	28	29	17	58.6	12	41.4	0	0.0					
110	Z 1	Y	T-F	3101	Algebra 1	M	300363 Bibawy, M	Zoom	5.0	9	12	13	17	8	47.1	9	52.9	0	0.0					
161	2	Y	T-F	3101	Algebra 1	M	300465 Vermeulen, B	206	5.0	9	12	28	28	11	39.3	17	60.7	0	0.0					
111	Z 2	Y	T-F	3101	Algebra 1	M	300363 Bibawy, M	Zoom	5.0	9	12	13	15	6	40.0	9	60.0	0	0.0					
162	3	Y	T-F	3101	Algebra 1	M	300465 Vermeulen, B	206	5.0	9	12	28	28	18	64.3	9	32.1	1	3.6					
157	3	Y	T-F	3101	Algebra 1	M	1203 Henry, A	205	5.0	9	12	28	27	17	63.0	10	37.0	0	0.0					
112	Z 3	Y	T-F	3101	Algebra 1	M	300363 Bibawy, M	Zoom	5.0	9	12	13	14	7	50.0	7	50.0	0	0.0					
158	HS P4	Y	T-F	3101	Algebra 1	M	1203 Henry, A	205	5.0	9	12	28	32	15	46.9	17	53.1	0	0.0					
163	HS P4	Y	T-F	3101	Algebra 1	M	300465 Vermeulen, B	206	5.0	9	12	28	31	15	48.4	16	51.6	0	0.0					
113	Z 4	Y	T-F	3101	Algebra 1	M	300521 Chand, R	Zoom	5.0	9	12	13	15	7	46.7	8	53.3	0	0.0					
164	5	Y	T-F	3101	Algebra 1	M	300465 Vermeulen, B	206	5.0	9	12	28	9	7	77.8	2	22.2	0	0.0					
159	5	Y	T-F			M	1203 Henry, A	205	5.0	9	12	28	20	9	45.0	11	55.0	0	0.0					

				3101	Algebra 1																			
114	Z 5		Y	T-F			M	300521	Chand, R	Zoom	5.0	9	12	13	15	4	26.7	11	73.3	0	0.0			
				3101	Algebra 1																			
Totals:			**Seats: 289**			**Students: 280**		**Class Average: 21.5**							**Boys: 141**		**Pct: 50.4**		**Girls: 138**		**Pct: 49.3**		**Other: 1**	
160	1		Y	T-F			M	300465	Vermeulen, B	206	5.0	9	12	28	30	16	53.3	14	46.7	0	0.0			
				3102A	Algebra 1A																			
115	Z 4		Y	T-F			M	300363	Bibawy, M	Zoom	5.0	9	12	13	8	7	87.5	1	12.5	0	0.0			
				3102A	Algebra 1A																			

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Totals:		**Seats: 41**			**Students: 38**		**Class Average: 38.0**							**Boys: 23**	**Pct: 60.5**	**Girls: 15**				**Pct: 39.5**			**Other: 0**	
116	Z 4	Y	T-F	3102B	Algebra 1B	M	300363 Bibawy, M	Zoom	5.0	9	12	13	0	0		0		0						
Totals:		**Seats: 13**			**Students: 0**		**Class Average: 0.0**							**Boys: 0**	**Pct: 0**	**Girls: 0**				**Pct: 0**			**Other: 0**	
170	1	Y	T-F	3111	Algebra 2	M	300597 Capella, J	208	5.0	9	12	28	17	8	47.1	9	52.9	0	0.0					
117	Z 1	Y	T-F	3111	Algebra 2	M	300521 Chand, R	Zoom	5.0	9	12	13	3	2	66.7	1	33.3	0	0.0					
171	2	Y	T-F	3111	Algebra 2	M	300597 Capella, J	208	5.0	9	12	28	27	9	33.3	18	66.7	0	0.0					
118	Z 2	Y	T-F	3111	Algebra 2	M	300521 Chand, R	Zoom	5.0	9	12	13	10	5	50.0	5	50.0	0	0.0					
172	3	Y	T-F	3111	Algebra 2	M	300597 Capella, J	208	5.0	9	12	28	28	16	57.1	11	39.3	1	3.6					
119	Z 3	Y	T-F	3111	Algebra 2	M	300521 Chand, R	Zoom	5.0	9	12	13	10	6	60.0	4	40.0	0	0.0					
168	HS P4	Y	T-F	3111	Algebra 2	M	300462 Guerrero, J	207	5.0	9	12	28	27	12	44.4	15	55.6	0	0.0					
169	5	Y	T-F	3111	Algebra 2	M	300462 Guerrero, J	207	5.0	9	12	28	11	6	54.5	5	45.5	0	0.0					
Totals:		**Seats: 179**			**Students: 133**		**Class Average: 16.6**							**Boys: 64**	**Pct: 48.1**	**Girls: 68**				**Pct: 51.1**			**Other: 1**	
165	1	Y	T-F	3904	Geometry	M	300462 Guerrero, J	207	5.0	9	12	28	27	16	59.3	11	40.7	0	0.0					
120	Z 1	Y	T-F	3904	Geometry	M	300217 Perez, J	Zoom	5.0	9	12	13	9	3	33.3	6	66.7	0	0.0					
166	2	Y	T-F	3904	Geometry	M	300462 Guerrero, J	207	5.0	9	12	28	30	15	50.0	15	50.0	0	0.0					
121	Z 2	Y	T-F	3904	Geometry	M	300217 Perez, J	Zoom	5.0	9	12	13	12	2	16.7	10	83.3	0	0.0					
167	3	Y	T-F	3904	Geometry	M	300462 Guerrero, J	207	5.0	9	12	28	31	16	51.6	15	48.4	0	0.0					
122	Z 3	Y	T-F	3904	Geometry	M	300217 Perez, J	Zoom	5.0	9	12	13	12	6	50.0	6	50.0	0	0.0					
173	HS P4	Y	T-F	3904	Geometry	M	300597 Capella, J	208	5.0	9	12	28	32	17	53.1	15	46.9	0	0.0					
123	Z 4	Y	T-F	3904	Geometry	M	300217 Perez, J	Zoom	5.0	9	12	13	10	4	40.0	6	60.0	0	0.0					
174	5	Y	T-F	3904	Geometry	M	300597 Capella, J	208	5.0	9	12	28	30	20	66.7	10	33.3	0	0.0					

124	Z	5		Y	T-F					M	300217	Perez, J		Zoom	5.0	9	12	13	2		1	50.0	1	50.0	0	0.0					
						3904	Geometry																									
Totals:			**Seats: 205**				**Students: 195**				**Class Average: 19.5**								**Boys: 100**		**Pct: 51.3**		**Girls: 95**		**Pct: 48.7**		**Other: 0**				
219	IS			F	M-F					J	21016	Diniz, M		Home	5.0	9	12	76	33		15	45.5	17	51.5	1	3.0					
						4002	Driver Educatio																									

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Totals:		**Seats: 76**			**Students: 33**		**Class Average: 33.0**					**Boys: 15**		**Pct: 45.5**		**Girls: 17**			**Pct: 51.5**			**Other: 1**	
1137	IS	Y	M-F			S	300409 Tharp, E	Home	5.0	7	8	76	62	34	54.8	28	45.2	0	0.0				
				4070	JH Life Science																		
1172	1	Y	T-F			S	300561 Buzzard, K	112	5.0	8	8	28	20	9	45.0	11	55.0	0	0.0				
				4070	JH Life Science																		
117	2	Y	T-F			S	300561 Buzzard, K	112	5.0	8	8	28	27	12	44.4	15	55.6	0	0.0				
				4070	JH Life Science																		
1174	3	Y	T-F			S	300561 Buzzard, K	112	5.0	7	7	28	28	9	32.1	19	67.9	0	0.0				
				4070	JH Life Science																		
1175	JH P4	Y	T-F			S	300561 Buzzard, K	112	5.0	7	7	28	28	10	35.7	18	64.3	0	0.0				
				4070	JH Life Science																		
117	5	Y	T-F			S	300561 Buzzard, K	112	5.0	7	7	28	31	14	45.2	17	54.8	0	0.0				
				4070	JH Life Science																		
Totals:		**Seats: 216**			**Students: 196**		**Class Average: 32.7**					**Boys: 88**		**Pct: 44.9**		**Girls: 108**			**Pct: 55.1**			**Other: 0**	
1138	IS	Y	M-F			S	1352 Borowski, A	Home	5.0	7	8	76	114	49	43.0	64	56.1	1	0.9				
				4080	JH Physical Sci																		
1167	1	Y	T-F			S	1572 Campbell, J	111	5.0	7	7	28	32	11	34.4	21	65.6	0	0.0				
				4080	JH Physical Sci																		
116	2	Y	T-F			S	1572 Campbell, J	111	5.0	7	7	28	31	22	71.0	9	29.0	0	0.0				
				4080	JH Physical Sci																		
1169	3	Y	T-F			S	1572 Campbell, J	111	5.0	8	8	28	30	14	46.7	16	53.3	0	0.0				
				4080	JH Physical Sci																		
117	JH P4	Y	T-F			S	1572 Campbell, J	111	5.0	8	8	28	31	20	64.5	11	35.5	0	0.0				
				4080	JH Physical Sci																		
117	5	Y	T-F			S	1572 Campbell, J	111	5.0	8	8	28	32	16	50.0	16	50.0	0	0.0				
				4080	JH Physical Sci																		
Totals:		**Seats: 216**			**Students: 270**		**Class Average: 45.0**					**Boys: 132**		**Pct: 48.9**		**Girls: 137**			**Pct: 50.7**			**Other: 1**	
1142	IS	Y	M-F			S	300116 Tamayo, Y	Home	5.0	9	12	76	125	54	43.2	71	56.8	0	0.0				
				4093	Enviro Science																		
197	1	Y	T-F			S	300187 Castro, E	216	5.0	9	12	28	24	14	58.3	10	41.7	0	0.0				
				4093	Enviro Science																		
198	2	Y	T-F			S	300187 Castro, E	216	5.0	9	12	28	29	15	51.7	14	48.3	0	0.0				
				4093	Enviro Science																		
199	3	Y	T-F			S	300187 Castro, E	216	5.0	9	12	28	29	17	58.6	12	41.4	0	0.0				
				4093	Enviro Science																		
1100	HS P4	Y	T-F			S	300187 Castro, E	216	5.0	9	12	28	32	18	56.3	14	43.8	0	0.0				
				4093	Enviro Science																		
110	5	Y	T-F			S	300187 Castro, E	216	5.0	9	12	28	26	20	76.9	6	23.1	0	0.0				
				4093	Enviro Science																		

Totals:	**Seats: 216**	**Students: 265**	**Class Average: 44.2**	**Boys: 138**	**Pct: 52.1**	**Girls: 127**	**Pct: 47.9**	**Other: 0**

1143	IS	Y	M-F				S	300608	Uribe, A		Home	5.0	9	12	76	64	34	53.1	30	46.9	0	0.0	
				4108	Conceptual Phys																			
1102	1	Y	T-F				S	1333	Weil, G		215	5.0	9	12	28	27	15	55.6	12	44.4	0	0.0	
				4108	Conceptual Phys																			

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Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	TotM	M/Pct	TotF/I	TotOG	n/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
110	2	Y	T-F	4108	Conceptual Phys	S	1333 Weil, G	215	5.0	9	12	28	30	11	36.7	18	60.0	1	3.3				
1106	5	Y	T-F	4108	Conceptual Phys	S	1333 Weil, G	215	5.0	9	12	28	26	10	38.5	16	61.5	0	0.0				
Totals:		**Seats: 160**		**Students: 147**			**Class Average: 36.8**					**Boys: 70**		**Pct: 47.6**		**Girls: 76**			**Pct: 51.7**			**Other: 1**	
114	IS	Y	M-F	4117	Chemistry	S	1333 Weil, G	Home	5.0	9	12	76	14	6	42.9	8	57.1	0	0.0				
1104	3	Y	T-F	4117	Chemistry	S	1333 Weil, G	215	5.0	9	12	28	25	11	44.0	14	56.0	0	0.0				
1105	HS P4	Y	T-F	4117	Chemistry	S	1333 Weil, G	215	5.0	9	12	28	21	12	57.1	9	42.9	0	0.0				
Totals:		**Seats: 132**		**Students: 60**			**Class Average: 20.0**					**Boys: 29**		**Pct: 48.3**		**Girls: 31**			**Pct: 51.7**			**Other: 0**	
1141	IS	Y	M-F	4226	Biology 1	S	300608 Uribe, A	Home	5.0	9	12	76	63	28	44.4	34	54.0	1	1.6				
192	1	Y	T-F	4226	Biology 1	S	1531 Cruz, C	214	5.0	9	12	28	30	15	50.0	15	50.0	0	0.0				
193	2	Y	T-F	4226	Biology 1	S	1531 Cruz, C	214	5.0	9	12	28	28	15	53.6	12	42.9	1	3.6				
194	3	Y	T-F	4226	Biology 1	S	1531 Cruz, C	214	5.0	9	12	28	30	14	46.7	16	53.3	0	0.0				
195	HS P4	Y	T-F	4226	Biology 1	S	1531 Cruz, C	214	5.0	9	12	28	32	19	59.4	13	40.6	0	0.0				
196	5	Y	T-F	4226	Biology 1	S	1531 Cruz, C	214	5.0	9	12	28	25	13	52.0	12	48.0	0	0.0				
Totals:		**Seats: 216**		**Students: 208**			**Class Average: 34.7**					**Boys: 104**		**Pct: 50.0**		**Girls: 102**			**Pct: 49.0**			**Other: 2**	
1139	IS	Y	M-F	5071	JH World Histor	H	300599 Meadows, D	Home	5.0	7	8	76	71	35	49.3	36	50.7	0	0.0				
210	1	Y	T-F	5071	JH World Histor	H	300358 Martinez, J	119	5.0	8	8	28	21	9	42.9	12	57.1	0	0.0				
2103	2	Y	T-F	5071	JH World Histor	H	300358 Martinez, J	119	5.0	8	8	28	28	9	32.1	19	67.9	0	0.0				
210	3	Y	T-F	5071	JH World Histor	H	300358 Martinez, J	119	5.0	8	8	28	28	14	50.0	14	50.0	0	0.0				
210	JH P4	Y	T-F	5071	JH World Histor	H	300599 Meadows, D	118	5.0	8	8	28	30	14	46.7	16	53.3	0	0.0				
2101	5	Y	T-F	5071	JH World Histor	H	300599 Meadows, D	118	5.0	8	8	28	20	8	40.0	12	60.0	0	0.0				
Totals:		**Seats: 216**		**Students: 198**			**Class Average: 33.0**					**Boys: 89**		**Pct: 44.9**		**Girls: 109**			**Pct: 55.1**			**Other: 0**	
1140	IS	Y	M-F			H	300663 Whiteley, K	Home	5.0	7	8	76	118	52	44.1	65	55.1	1	0.8				

1197	1	Y	T-F	5080	JH US History 8	H	1049	Lasiter, T	118	5.0	8	8	28	30	19	63.3	1136.7	0	0.0
1198	2	Y	T-F	5080	JH US History 8	H	1049	Lasiter, T	118	5.0	8	8	28	31	11	35.5	2064.5	0	0.0

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Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	TotM	M/Pct	TotF	F/I	TotO	Gn/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
119	3	Y	T-F			H	300599 Meadows, D	118	5.0	8	8	28	29	13	44.8	16	55.2	0	0.0					
				5080	JH US History 8																			
2105	JH P4	Y	T-F			H	300358 Martinez, J	119	5.0	8	8	28	30	18	60.0	12	40.0	0	0.0					
				5080	JH US History 8																			
2106	5	Y	T-F			H	300358 Martinez, J	119	5.0	8	8	28	31	18	58.1	13	41.9	0	0.0					
				5080	JH US History 8																			
Totals:		**Seats: 216**			**Students: 269**		**Class Average: 44.8**					**Boys: 131**		**Pct: 48.7**		**Girls: 137**		**Pct: 50.9**			**Other: 1**			
3109	IS	Y	M-F			H	300663 Whiteley, K	Home	5.0	9	12	32	28	13	46.4	15	53.6	0	0.0					
				5101	World History																			
114	IS	Y	M-F			H	300151 Lara, C	Home	5.0	9	12	76	65	26	40.0	39	60.0	0	0.0					
				5101	World History																			
175	1	Y	T-F			H	1510 Reyes, M	211	5.0	9	12	28	25	15	60.0	10	40.0	0	0.0					
				5101	World History																			
176	2	Y	T-F			H	1510 Reyes, M	211	5.0	9	12	28	29	17	58.6	12	41.4	0	0.0					
				5101	World History																			
182	3	Y	T-F			H	300021 Bunch, J	212	5.0	9	12	28	31	16	51.6	15	48.4	0	0.0					
				5101	World History																			
183	HS P4	Y	T-F			H	300021 Bunch, J	212	5.0	9	12	28	30	17	56.7	13	43.3	0	0.0					
				5101	World History																			
179	5	Y	T-F			H	1510 Reyes, M	211	5.0	9	12	28	17	10	58.8	7	41.2	0	0.0					
				5101	World History																			
Totals:		**Seats: 248**			**Students: 225**		**Class Average: 32.1**					**Boys: 114**		**Pct: 50.7**		**Girls: 111**		**Pct: 49.3**			**Other: 0**			
1148	IS	Y	M-F			H	300151 Lara, C	Home	5.0	9	12	104	80	36	45.0	44	55.0	0	0.0					
				5111	U.S. History																			
180	1	Y	T-F			H	300021 Bunch, J	212	5.0	9	12	28	28	15	53.6	12	42.9	1	3.6					
				5111	U.S. History																			
181	2	Y	T-F			H	300021 Bunch, J	212	5.0	9	12	28	26	16	61.5	10	38.5	0	0.0					
				5111	U.S. History																			
184	3	Y	T-F			H	1574 Lowe, E	213	5.0	9	12	28	29	17	58.6	12	41.4	0	0.0					
				5111	U.S. History																			
185	HS P4	Y	T-F			H	1574 Lowe, E	213	5.0	9	12	28	31	16	51.6	15	48.4	0	0.0					
				5111	U.S. History																			
Totals:		**Seats: 216**			**Students: 194**		**Class Average: 38.8**					**Boys: 100**		**Pct: 51.5**		**Girls: 93**		**Pct: 47.9**			**Other: 1**			
311	IS	F	M-F			O	1574 Lowe, E	Home	5.0	9	12	104	1	0	0.0	1	100.0	0	0.0					
				5122	Economics																			
311	IS	S	M-F			O	1574 Lowe, E	Home	5.0	9	12	104	1	1	100.0	0	0.0	0	0.0					
				5122	Economics																			
1146	IS	Y	M-F			O	1574 Lowe, E	Home	5.0	9	12	104	17	7	41.2	10	58.8	0	0.0					
				5122	Economics																			

188	1		F	T-F				O	1574	Lowe, E	213	5.0	9	12	28	29	16	55.2	12	41.4	1	3.4
					5122	Economics																	
189	2		F	T-F				O	1574	Lowe, E	213	5.0	9	12	28	25	14	56.0	11	44.0	0	0.0
					5122	Economics																	
186	3		S	T-F				O	1510	Reyes, M	211	5.0	9	12	28	2	2	100.0	0	0.0	0	0.0
					5122	Economics																	
178	HS P4		S	T-F				O	1510	Reyes, M	211	5.0	9	12	28	3	1	33.3	1	33.3	1	33.3
					5122	Economics																	

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Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	TotM	/Pct	TotF/	TotO	Gn/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
Totals:		**Seats: 424**			**Students: 78**		**Class Average: 11.1**					**Boys: 41**		**Pct: 52.6**		**Girls: 35**			**Pct: 44.9**			**Other: 2**	
3114	IS	F	M-F			H	1574 Lowe, E	Home	5.0	9	12	104	1	0	0.0	1	100.0	0	0.0				
				5123	Government																		
3115	IS	S	M-F			H	1574 Lowe, E	Home	5.0	9	12	104	0	0		0		0					
				5123	Government																		
114	IS	Y	M-F			H	1574 Lowe, E	Home	5.0	9	12	104	34	13	38.2	21	61.8	0	0.0				
				5123	Government																		
190	1	S	T-F			H	1574 Lowe, E	213	5.0	9	12	28	2	1	50.0	1	50.0	0	0.0				
				5123	Government																		
191	2	S	T-F			H	1574 Lowe, E	213	5.0	9	12	28	0	0		0		0					
				5123	Government																		
177	3	F	T-F			H	1510 Reyes, M	211	5.0	9	12	28	30	20	66.7	10	33.3	0	0.0				
				5123	Government																		
187	HS P4	F	T-F			H	1510 Reyes, M	211	5.0	9	12	28	31	14	45.2	16	51.6	1	3.2				
				5123	Government																		
Totals:		**Seats: 424**			**Students: 98**		**Class Average: 19.6**					**Boys: 48**		**Pct: 49.0**		**Girls: 49**			**Pct: 50.0**			**Other: 1**	
212	3	Y	T-F			J	300638 Mena, M	109	5.0	7	8	25	23	4	17.4	19	82.6	0	0.0				
				5460	JH Leadership																		
Totals:		**Seats: 25**			**Students: 23**		**Class Average: 23.0**					**Boys: 4**		**Pct: 17.4**		**Girls: 19**			**Pct: 82.6**			**Other: 0**	
212	HS P4	Y	T-F			J	300638 Mena, M	109	5.0	9	12	25	22	2	9.1	20	90.9	0	0.0				
				5464	LeadershipASB 1																		
Totals:		**Seats: 25**			**Students: 22**		**Class Average: 22.0**					**Boys: 2**		**Pct: 9.1**		**Girls: 20**			**Pct: 90.9**			**Other: 0**	
2158	HS P4	Y	T-F			J	300638 Mena, M	109	5.0	9	12	25	7	3	42.9	4	57.1	0	0.0				
				5466	LeadershipASB 2																		
Totals:		**Seats: 25**			**Students: 7**		**Class Average: 7.0**					**Boys: 3**		**Pct: 42.9**		**Girls: 4**			**Pct: 57.1**			**Other: 0**	
1151	IS	Y	M-F			O	300037 Thomas, C	Home	5.0	9	12	76	34	13	38.2	21	61.8	0	0.0				
				5903	Psychology																		
2124	2	Y	T-F			O	300037 Thomas, C	109	5.0	9	12	28	29	17	58.6	12	41.4	0	0.0				
				5903	Psychology																		
Totals:		**Seats: 104**			**Students: 63**		**Class Average: 31.5**					**Boys: 30**		**Pct: 47.6**		**Girls: 33**			**Pct: 52.4**			**Other: 0**	
216	IS	Y	M-F			P	1629 Castaneda, R	Home	5.0	9	12	160	263	129	49.0	13	50.6	1	0.4				
				6001	Phys Education																		
2160	2	Y	T-F			P	300601 McAnulty, B	124	5.0	9	12	20	20	16	80.0	4	20.0	0	0.0				
				6001	Phys Education																		
Totals:		**Seats: 180**			**Students: 283**		**Class Average: 141.5**					**Boys: 145**		**Pct: 51.2**		**Girls: 137**			**Pct: 48.4**			**Other: 1**	
2163	IS	Y	M-F			P	1629 Castaneda, R	Home	5.0	9	12	160	222	111	50.0	11	50.0	0	0.0				
				6001P	Phys Education																		

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Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	TotM	M/Pct	TotF	F/I	TotO	Gn/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
216	2	Y	T-F	6001P	Phys Education	P	300601 McAnulty, B	124	5.0	9	12	10	10	8	80.0	2	20.0	0	0.0					
Totals:		**Seats: 170**			**Students: 232**		**Class Average: 116.0**							**Boys: 119**	**Pct: 51.3**		**Girls: 113**		**Pct: 48.7**			**Other: 0**		
1156	IS	F	M-F	6023	Team Sports		1049 Lasiter, T	Home	5.0	9	12	76	2	0	0.0	2	100.0	0	0.0					
1157	IS	S	M-F	6023	Team Sports		1049 Lasiter, T	Home	5.0	9	12	76	1	0	0.0	1	100.0	0	0.0					
Totals:		**Seats: 152**			**Students: 3**		**Class Average: 1.5**							**Boys: 0**	**Pct: 0.0**		**Girls: 3**		**Pct: 100.0**			**Other: 0**		
216	IS	Y	M-F	6070	JH Phys Educati		1007 Bearden, C	Home	5.0	7	7	76	174	75	43.1	99	56.9	0	0.0					
2172	1	Y	T-F	6070	JH Phys Educati		300601 McAnulty, B	124	5.0	7	7	30	21	11	52.4	10	47.6	0	0.0					
Totals:		**Seats: 106**			**Students: 195**		**Class Average: 97.5**							**Boys: 86**	**Pct: 44.1**		**Girls: 109**		**Pct: 55.9**			**Other: 0**		
216	IS	Y	M-F	6070P	JH Phys Educati		30002 Dickinson, S	Home	5.0	8	8	76	241	117	48.5	12	51.0	1	0.4					
2173	3	Y	T-F	6070P	JH Phys Educati		300601 McAnulty, B	124	5.0	7	7	30	26	16	61.5	10	38.5	0	0.0					
Totals:		**Seats: 106**			**Students: 267**		**Class Average: 133.5**							**Boys: 133**	**Pct: 49.8**		**Girls: 133**		**Pct: 49.8**			**Other: 1**		
1149	IS	Y	M-F	6896	Child Develop	J	300037 Thomas, C	Home	5.0	9	12	76	107	58	54.2	48	44.9	1	0.9					
212	1	Y	T-F	6896	Child Develop	J	300037 Thomas, C	109	5.0	9	12	28	27	11	40.7	16	59.3	0	0.0					
Totals:		**Seats: 104**			**Students: 134**		**Class Average: 67.0**							**Boys: 69**	**Pct: 51.5**		**Girls: 64**		**Pct: 47.8**			**Other: 1**		
115	IS	Y	M-F	6905A	Foods I	J	300037 Thomas, C	Home	5.0	9	12	76	70	46	65.7	24	34.3	0	0.0					
Totals:		**Seats: 76**			**Students: 70**		**Class Average: 70.0**							**Boys: 46**	**Pct: 65.7**		**Girls: 24**		**Pct: 34.3**			**Other: 0**		
2178	IS	Y	M-F	7339	Personal Financ	M	1629 Castaneda, R	Home	5.0	9	12	40	29	14	48.3	15	51.7	0	0.0					
156	2	Y	T-F	7339	Personal Financ	M	1203 Henry, A	205	5.0	9	12	28	30	18	60.0	11	36.7	1	3.3					
Totals:		**Seats: 68**			**Students: 59**		**Class Average: 59.0**							**Boys: 32**	**Pct: 54.2**		**Girls: 26**		**Pct: 44.1**			**Other: 1**		
2193	IS	S	M-F	7355	JH Coding	J	300517 Lyon, D	Home	5.0	7	8	76	0	0		0		0						
Totals:		**Seats: 76**			**Students: 0**		**Class Average: 0.0**							**Boys: 0**	**Pct: 0**		**Girls: 0**		**Pct: 0**			**Other: 0**		

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Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	TotM	M/Pct	TotF/I	TotO	Gn/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
215	2	Y	T-F			J	300600 Warnock, T	108	5.0	7	8	24	29	15	51.7	14	48.3	0	0.0				
				7798JH	JH Media Arts																		
2153	JH P4	Y	T-F			J	300600 Warnock, T	108	5.0	7	8	24	25	9	36.0	16	64.0	0	0.0				
				7798JH	JH Media Arts																		
Totals:		**Seats: 48**			**Students: 54**		**Class Average: 27.0**					**Boys: 24**		**Pct: 44.4**		**Girls: 30**			**Pct: 55.6**			**Other: 0**	
115	IS	Y	M-F				30002 Dickinson, S	Home	5.0	7	8	76	81	43	53.1	38	46.9	0	0.0				
				7805	JH Art																		
Totals:		**Seats: 76**			**Students: 81**		**Class Average: 81.0**					**Boys: 43**		**Pct: 53.1**		**Girls: 38**			**Pct: 46.9**			**Other: 0**	
1158	IS	Y	M-F				300037 Thomas, C	Home	5.0	9	12	76	9	6	66.7	3	33.3	0	0.0				
				8800	Work Exp 1																		
Totals:		**Seats: 76**			**Students: 9**		**Class Average: 9.0**					**Boys: 6**		**Pct: 66.7**		**Girls: 3**			**Pct: 33.3**			**Other: 0**	
1117	IS	Y	M-F				21016 Diniz, M	Home	5.0	9	12	76	71	42	59.2	29	40.8	0	0.0				
				9009	Beginning Photo																		
310	1	Y	T-F				300600 Warnock, T	108	5.0	9	12	24	17	13	76.5	4	23.5	0	0.0				
				9009	Beginning Photo																		
3106	3	Y	T-F				300600 Warnock, T	108	5.0	9	12	24	24	13	54.2	11	45.8	0	0.0				
				9009	Beginning Photo																		
310	5	Y	T-F				300600 Warnock, T	108	5.0	9	12	24	26	13	50.0	13	50.0	0	0.0				
				9009	Beginning Photo																		
Totals:		**Seats: 148**			**Students: 138**		**Class Average: 34.5**					**Boys: 81**		**Pct: 58.7**		**Girls: 57**			**Pct: 41.3**			**Other: 0**	
115	IS	Y	M-F			A	1297 Solomon, D	Home	5.0	9	12	76	86	45	52.3	40	46.5	1	1.2				
				9180	Art 2																		
Totals:		**Seats: 76**			**Students: 86**		**Class Average: 86.0**					**Boys: 45**		**Pct: 52.3**		**Girls: 40**			**Pct: 46.5**			**Other: 1**	
2142	1	Y	T-F			A	1656 Sooter, S	105	5.0	9	12	30	20	13	65.0	7	35.0	0	0.0				
				9406	Beginning Band																		
2146	3	Y	T-F			A	1656 Sooter, S	105	5.0	9	12	30	26	13	50.0	13	50.0	0	0.0				
				9406	Beginning Band																		
Totals:		**Seats: 60**			**Students: 46**		**Class Average: 23.0**					**Boys: 26**		**Pct: 56.5**		**Girls: 20**			**Pct: 43.5**			**Other: 0**	
214	1	Y	T-F			A	1656 Sooter, S	105	5.0	7	8	30	19	9	47.4	10	52.6	0	0.0				
				9406JH	JH Beg Band																		
214	3	Y	T-F			A	1656 Sooter, S	105	5.0	7	8	30	15	8	53.3	7	46.7	0	0.0				
				9406JH	JH Beg Band																		
Totals:		**Seats: 60**			**Students: 34**		**Class Average: 17.0**					**Boys: 17**		**Pct: 50.0**		**Girls: 17**			**Pct: 50.0**			**Other: 0**	
214	2	Y	T-F				1656 Sooter, S	105	5.0	9	12	30	19	13	68.4	6	31.6	0	0.0				
				9410	Concert Band																		

Excelsior - Victorville

2025-2026 **MASTER SCHEDULE BY COURSE and PERIOD**

Sec#	Period	Sm	Calendar	Crs ID	Course Title	Dpt	Primary Teacher	Room	CR	LO	HI	MX	Tot	TotM/Pct	TotF/I	TotOGn/P	Sch Grp	Crs Grp	Tm Nm	Sm Grp	Cls Link
Totals:		**Seats: 30**			**Students: 19**		**Class Average: 19.0**					**Boys: 13**		**Pct: 68.4**	**Girls: 6**			**Pct: 31.6**		**Other: 0**	
2143	2	Y	T-F				1656 Sooter, S	105	5.0	7	8	30	7	4 57.1	3 42.9	0 0.0					
				9410JH	JH Concert Band																
Totals:		**Seats: 30**			**Students: 7**		**Class Average: 7.0**					**Boys: 4**		**Pct: 57.1**	**Girls: 3**			**Pct: 42.9**		**Other: 0**	
2149	6	Y	T-F			J	1656 Sooter, S	105	5.0	9	12	30	11	6 54.5	4 36.4	1 9.1					
				9555	Percussion -																
Totals:		**Seats: 30**			**Students: 11**		**Class Average: 11.0**					**Boys: 6**		**Pct: 54.5**	**Girls: 4**			**Pct: 36.4**		**Other: 1**	
2150	6	Y	T-F			A	1656 Sooter, S	105	5.0	9	12	30	6	4 66.7	2 33.3	0 0.0					
				9555JH	JH Percussion																
Totals:		**Seats: 30**			**Students: 6**		**Class Average: 6.0**					**Boys: 4**		**Pct: 66.7**	**Girls: 2**			**Pct: 33.3**		**Other: 0**	
211	6	Y	T-F			A	300299 Hearns, K	121	5.0	9	12	20	10	7 70.0	3 30.0	0 0.0					
				9556	Modern Band																
Totals:		**Seats: 20**			**Students: 10**		**Class Average: 10.0**					**Boys: 7**		**Pct: 70.0**	**Girls: 3**			**Pct: 30.0**		**Other: 0**	
2134	5	Y	T-F			A	300211 Sooter, S	120	5.0	9	12	30	18	4 22.2	14 77.8	0 0.0					
				9623	Choir 1 Concert																
Totals:		**Seats: 30**			**Students: 18**		**Class Average: 18.0**					**Boys: 4**		**Pct: 22.2**	**Girls: 14**			**Pct: 77.8**		**Other: 0**	
219	JH P4	Y	T-F			A	300211 Sooter, S	120	5.0	7	8	30	21	7 33.3	14 66.7	0 0.0					
				9623JH	JH Choir 1 - Co																
2112	5	Y	T-F			A	300211 Sooter, S	120	5.0	7	8	30	10	3 30.0	7 70.0	0 0.0					
				9623JH	JH Choir 1 - Co																
Totals:		**Seats: 60**			**Students: 31**		**Class Average: 15.5**					**Boys: 10**		**Pct: 32.3**	**Girls: 21**			**Pct: 67.7**		**Other: 0**	
2133	3	Y	T-F			A	300211 Sooter, S	120	5.0	9	12	30	22	3 13.6	19 86.4	0 0.0					
				9624	Choir 2 - Inter																
Totals:		**Seats: 30**			**Students: 22**		**Class Average: 22.0**					**Boys: 3**		**Pct: 13.6**	**Girls: 19**			**Pct: 86.4**		**Other: 0**	
211	3	Y	T-F			A	300211 Sooter, S	120	5.0	7	8	30	9	2 22.2	7 77.8	0 0.0					
				9624JH	JH Choir 2 - In																
Totals:		**Seats: 30**			**Students: 9**		**Class Average: 9.0**					**Boys: 2**		**Pct: 22.2**	**Girls: 7**			**Pct: 77.8**		**Other: 0**	
2107	1	Y	T/Th			A	300211 Sooter, S	120	5.0	9	12	30	12	12 100.0	0 0.0	0 0.0					
				9625	Choir 3 - Acape																
210	1	Y	W/F			A	300211 Sooter, S	120	5.0	9	12	30	23	0 0.0	23 100.0	0 0.0					
				9625	Choir 3 - Acape																

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Totals:		**Seats: 60**			**Students: 35**		**Class Average: 17.5**					**Boys: 12**		**Pct: 34.3**	**Girls: 23**			**Pct: 65.7**		**Other: 0**	
2109	2	Y	T-F			A	300211 Sooter, S	120	5.0	9	12	30	21	5 23.8	16	76.2 0 0.0					
				9627	Choir 4 - Advan																
Totals:		**Seats: 30**			**Students: 21**		**Class Average: 21.0**					**Boys: 5**		**Pct: 23.8**	**Girls: 16**			**Pct: 76.2**		**Other: 0**	
2113	6	Y	W/F				300211 Sooter, S	120	5.0	9	12	19	6	4 66.7	2	33.3 0 0.0					
				9628	Choir 5 - Vocal																
Totals:		**Seats: 19**			**Students: 6**		**Class Average: 6.0**					**Boys: 4**		**Pct: 66.7**	**Girls: 2**			**Pct: 33.3**		**Other: 0**	
212	3	Y	T-F				1392 Campos, B	122	5.0	9	12	20	14	1 7.1	13	92.9 0 0.0					
				9875	Advanced Dance																
Totals:		**Seats: 20**			**Students: 14**		**Class Average: 14.0**					**Boys: 1**		**Pct: 7.1**	**Girls: 13**			**Pct: 92.9**		**Other: 0**	
213	1	Y	T-F				1392 Campos, B	122	5.0	7	8	20	4	0 0.0	4	100.0 0 0.0					
				9881	JH JH Intermediate																
213	5	Y	T-F				1392 Campos, B	122	5.0	7	8	20	0	0	0	0					
				9881	JH JH Intermediate																
Totals:		**Seats: 40**			**Students: 4**		**Class Average: 4.0**					**Boys: 0**		**Pct: 0.0**	**Girls: 4**			**Pct: 100.0**		**Other: 0**	
2136	1	Y	T-F			A	1392 Campos, B	122	5.0	9	12	20	13	1 7.7	12	92.3 0 0.0					
				9885	Inter Dance																
2138	5	Y	T-F			A	1392 Campos, B	122	5.0	9	12	20	9	1 11.1	8	88.9 0 0.0					
				9885	Inter Dance																
Totals:		**Seats: 40**			**Students: 22**		**Class Average: 11.0**					**Boys: 2**		**Pct: 9.1**	**Girls: 20**			**Pct: 90.9**		**Other: 0**	
2118	5	Y	T-F			A	300299 Hearns, K	121	5.0	9	12	22	22	17 77.3	5	22.7 0 0.0					
				9913	Guitar 1-Begin																
Totals:		**Seats: 22**			**Students: 22**		**Class Average: 22.0**					**Boys: 17**		**Pct: 77.3**	**Girls: 5**			**Pct: 22.7**		**Other: 0**	
211	1	Y	T-F			A	300299 Hearns, K	121	5.0	7	8	22	22	15 68.2	7	31.8 0 0.0					
				9913	JH Guitar 1- JH																
2115	2	Y	T-F			A	300299 Hearns, K	121	5.0	7	8	22	20	8 40.0	12	60.0 0 0.0					
				9913	JH Guitar 1- JH																
Totals:		**Seats: 44**			**Students: 42**		**Class Average: 21.0**					**Boys: 23**		**Pct: 54.8**	**Girls: 19**			**Pct: 45.2**		**Other: 0**	
211	3	Y	T-F			A	300299 Hearns, K	121	5.0	9	12	22	16	15 93.8	1	6.3 0 0.0					
				9914	Guitar 2 - Inte																
211	HS P4	Y	T-F			A	300299 Hearns, K	121	5.0	9	12	22	17	12 70.6	4	23.5 1 5.9					
				9914	Guitar 2 - Inte																

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2025-2026 **MASTER SCHEDULE BY COURSE and PERIOD**

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Totals:		**Seats: 44**			**Students: 33**		**Class Average: 16.5**					**Boys: 27**		**Pct: 81.8**	**Girls: 5**		**Pct: 15.2**			**Other: 1**	
2147	HS P4	Y	T-F			A	1656 Sooter, S	105	5.0	9	12	30	17	12 70.6	4 23.5	1 5.9					
				9931	Jazz Ensemble																
Totals:		**Seats: 30**			**Students: 17**		**Class Average: 17.0**					**Boys: 12**		**Pct: 70.6**	**Girls: 4**		**Pct: 23.5**			**Other: 1**	
2120	2	Y	T-F			A	1392 Campos, B	122	5.0	9	12	20	21	2 9.5	19 90.5	0 0.0					
				9932	Beginning Dance																
Totals:		**Seats: 20**			**Students: 21**		**Class Average: 21.0**					**Boys: 2**		**Pct: 9.5**	**Girls: 19**		**Pct: 90.5**			**Other: 0**	
2122	JH P4	Y	T-F			A	1392 Campos, B	122	5.0	7	8	20	17	0 0.0	17 100.0	0 0.0					
				9932JH	Beginning Dance																
Totals:		**Seats: 20**			**Students: 17**		**Class Average: 17.0**					**Boys: 0**		**Pct: 0.0**	**Girls: 17**		**Pct: 100.0**			**Other: 0**	
115	IS	Y	M-F			A	1297 Solomon, D	Home	5.0	9	12	160	207	109 52.7	98 47.3	0 0.0					
				9960	Art 1 - Introdu																
Totals:		**Seats: 160**			**Students: 207**		**Class Average: 207.0**					**Boys: 109**		**Pct: 52.7**	**Girls: 98**		**Pct: 47.3**			**Other: 0**	
2148	5	Y	T-F			A	1656 Sooter, S	105	5.0	9	12	30	18	8 44.4	10 55.6	0 0.0					
				9992	Symphonic Winds																
Totals:		**Seats: 30**			**Students: 18**		**Class Average: 18.0**					**Boys: 8**		**Pct: 44.4**	**Girls: 10**		**Pct: 55.6**			**Other: 0**	
310	1	Y	W/F			E	300645 Deaver, R	218	5.0	9	12	15	4	4 100.0	0 0.0	0 0.0					
				ELD	ELD																
219	1	Y	T/Th			E	300645 Deaver, R	218	5.0	9	12	15	5	3 60.0	2 40.0	0 0.0					
				ELD	ELD																
3105	6	Y	W/F			E	1720 Peacock, T	217	5.0	9	12	20	18	10 55.6	8 44.4	0 0.0					
				ELD	ELD																
Totals:		**Seats: 50**			**Students: 27**		**Class Average: 9.0**					**Boys: 17**		**Pct: 63.0**	**Girls: 10**		**Pct: 37.0**			**Other: 0**	
2199	1	Y	W/F			E	300645 Deaver, R	218	5.0	7	8	15	11	2 18.2	9 81.8	0 0.0					
				ELDJH	JH ELD																
2175	1	Y	T/Th			E	300645 Deaver, R	218	5.0	7	8	15	12	7 58.3	5 41.7	0 0.0					
				ELDJH	JH ELD																
Totals:		**Seats: 30**			**Students: 23**		**Class Average: 11.5**					**Boys: 9**		**Pct: 39.1**	**Girls: 14**		**Pct: 60.9**			**Other: 0**	
219	HS P4	Y	T-F				1049 Lasiter, T	124	5.0	9	12	20	17	15 88.2	2 11.8	0 0.0					
				W2600	Weight Training																
2195	5	Y	T-F				1049 Lasiter, T	124	5.0	9	12	20	19	15 78.9	4 21.1	0 0.0					
				W2600	Weight Training																

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Totals:		**Seats:**	**40**		**Students:**	**36**	**Class Average:**	**18.0**			**Boys:**	**30**		**Pct:**	**83.3**	**Girls:**	**6**		**Pct:**	**16.7**	**Other:**	**0**



Newsletters

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER



Welcome to our Special Education Family Newsletter!

At Excelsior, we want you to know that our Special Education Department is not separate—we are one family, working together for your child.

Behind the scenes, our Education Specialists and support staff:

- Meet monthly as a department
- Train together to learn new tools and strategies
- Communicate often with general education teachers and principals
- But most importantly, we collaborate with you—the parent—and your student.

One of the best ways to support your child's growth is through regular connection with their Education Specialist (Case Manager). Whether it's on campus, over Zoom, or even just a phone call, these informal check-ins help us get to know your child better, understand their strengths, and respond to their needs. The more these conversations happen, the stronger the partnership—and the greater the support for your student.

We know how important it is for families to feel connected and supported. In this newsletter you'll find tools and updates to help you understand how your child is learning and who to reach out to with questions.

WHAT'S INSIDE

- YOUR CASE CARRIER
- WHO'S WHO
- SPED 101
- FIAB'S/IAB'S
- HOME LEARNING RESOURCES
- SUPPORTING DISTANCE LEARNING
- AT HOME MATH
- DEPARTMENT OF REHABILITATION
- MAKE THE MOST OF BREAKS
- PARENT SURVEY

EXCELSIOR CHARTER SCHOOLS

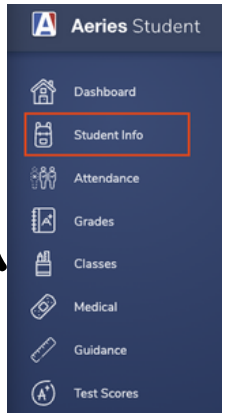
Case Manager Connections

Every student with an IEP has a dedicated Case Manager (Education Specialist) who coordinates services and is your main point of contact. This teacher partners with you to support your child's goals, accommodations, and progress.

You can easily find your student's Special Education information — including their Case Manager's name — right in your Aeries Parent Portal.

How to View Special Education Information in Aeries

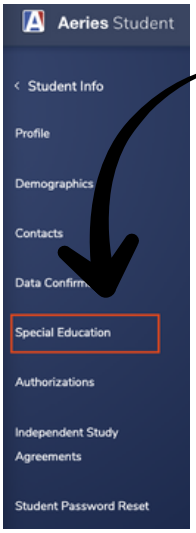
1. Log in to your Aeries Parent Portal.
2. On the left-hand navigation menu, click Student Info.
3. Select Special Education.



Continued on page 2...

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER



Continued from Page 1:

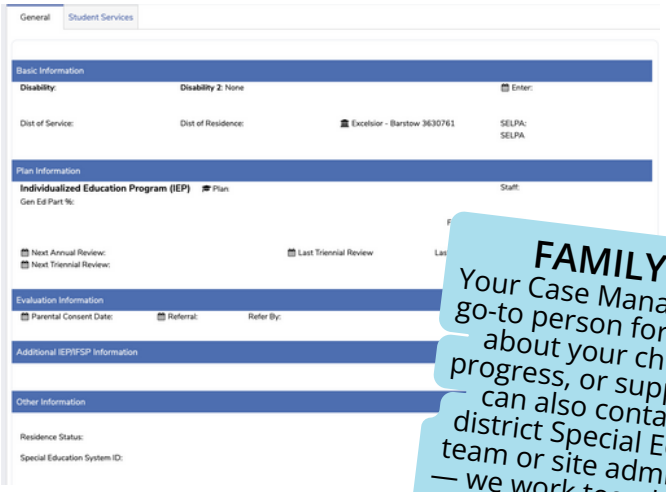
Once you open the Special Education tab, you'll see:

- Your student's assigned Case Manager (Education Specialist)
- A summary of services and accommodations from their IEP
- Links to view documents such as the IEP at a Glance

What You'll See on Your Screen:

A table showing your student's Case Manager (listed as "Staff"), IEP type, meeting dates, and services — all in one place for easy access.

(If you need help finding it, reach out to your campus Support Specialist — they're happy to walk you through it!)



FAMILY TIP: Your Case Manager is your go-to person for questions about your child's IEP, progress, or supports. You can also contact your district Special Education team or site administrator — we work together as one Excelsior family to support your student.

HANDY HANDOUTS CORNER

Each Quarter we'll share a family-friendly article from Handy Handouts—a free resource library full of tips on learning, speech, behavior, and social skills.

Quarter 1 Feature

My Child Has Problems With Math! How Can I Help at Home? By Becky Spivey, M.Ed.

Many parents get frustrated when helping their child with math homework. This article offers practical ways to weave math into everyday life so it feels less stressful and more fun.

At-a-glance strategies:

- Use real money at the store to practice adding, subtracting, and making change.
- Cook together with measuring cups and spoons to practice fractions.
- Practice telling time on an analog clock and estimating travel time.
- Use rulers, scales, and charts to measure, weigh, and graph real-world items.
- Break homework into smaller chunks, review one skill a day, and take breaks.

Explore more free resources at: Handyhandouts.com

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER

ONE FAMILY, MANY CAMPUSES

No matter which Excelsior campus your student attends, you're part of our Special Education family! Each site has a dedicated team of professionals working together to support your student's learning, growth, and success.

Your Excelsior Special Education Team includes:

- Education Specialists (Case Managers): Your student's primary teachers for IEP services. They monitor goals, provide support, and partner with families on progress and planning.
- Support Specialists: Your main contacts for scheduling and coordinating IEP meetings.
- Instructional Associates (IAs) and Paraeducators: Staff who provide direct, hands-on support to students in the classroom.
- Principals and Site Administrators: Instructional leaders who help guide collaboration between general and special education staff.
- Central Office Special Education Team: Provides guidance, training, and support across all campuses to make sure students, families, and staff have what they need to succeed.

Below you'll find your campus contacts — both Education Specialists and Support Specialists — along with our Central Office team. Together, we're all here to support your child.

District Office			
Director, Special Education	Dr. Oscar Torres	1462	oscart@excelsior.com
Coordinator, Special Education	DeAnna Crocker	1315	deannac@excelsior.com
Department Assistant	Kim Finch	1271	kimberlyf@excelsior.com
Support Specialist: VVHS & Phelan	Kimberly Leon	1552	kimberlyl@excelsior.com
Support Specialist: VVJH & SBI	Rita Baron	1450	ritab@excelsior.com
Support Specialist: Barstow & Ontario	Jeanette Ceja	1412	jeanettec@excelsior.com
Support Specialist: San Bernardino, Corona, & Redlands	Maria Barrera	1691	mariab@excelsior.com
BARSTOW Campus			
Education Specialist	Leticia Walsh	1623	leticiaw@excelsior.com
Education Specialist	Jennifer Schooler	1216	jennifersc@excelsior.com

FAMILY RESOURCES AT YOUR FINGERTIPS

Supporting your child's learning journey takes a team—and we're here for you! Visit Excelsior's Family Support page to find helpful tools, community connections, and wellness resources designed to strengthen your student's success at home and school.

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER

Corona Campus			
Education Specialist	Deanie Griffith	1267	deanieg@excelsior.com
Ontario			
Education Specialist	Rayanna Brooks	1243	rayannab@excelsior.com
Redlands Campus			
Education Specialist	Kacy Descalsota	1245	kacyd@excelsior.com
Education Specialist	Rhonda Kamel	1383	rhondak@excelsior.com
San Bernardino Campus			
Education Specialist	Al Singletary	1232	alarics@excelsior.com
North Victorville			
Education Specialist	Dakota Weldon	1557	dakotaw@excelsior.com
Education Specialist	Deanna Degrandpre	1672	deannag@excelsior.com
Victorville Campus			
Education Specialist	Kimberly Lambright	1258	kimberlyla@excelsior.com
Education Specialist	Jenavie Quintero	1336	jenavieq@excelsior.com
Education Specialist	Veronica Smith	590	veronicas@excelsior.com
Education Specialist	Shannon Esposito	1321	shannone@excelsior.com
Education Specialist	Eric Jones	1527	ericj@excelsior.com
Education Specialist	Daniel Krieg	1585	danielk@excelsior.com

NEW TO SPECIAL EDUCATION OR THE IEP PROCESS? JOIN US FOR EXCELSIOR SPED 101!

If you're new to Special Education or just want to better understand how the IEP process works, we'd love for you to join us for Excelsior SPED 101 — a relaxed, in-person event designed especially for families.
Date: December 10**, Time**: 5:00 PM–6:00 PM **Location**:15505 Civic Dr. Victorville, Ca 92392 Conf Room #1
Pizza, Drinks, & Cookies will be served. Come meet members of the District Special Education team, learn what to expect throughout the IEP process, and discover the many supports available for your student at Excelsior.
RSVP to DeAnna Crocker (deannac@excelsior.com) today so we can plan for refreshments and seating — we can't wait to welcome you!

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER



What Parents Should Know About FIABs & IABs

You may have heard your child—or their teacher—mention something called FIABs or IABs lately. These are short assessments that classroom teachers across all grade levels are giving to students throughout the year.

Unlike state testing at the end of the year, FIABs and IABs are quick check-ins. They help teachers see how students are progressing with specific skills so they can adjust their instruction right away.

What Are FIABs & IABs

- ***IAB*** = Interim Assessment Block - Short, targeted assessments that check progress on specific academic skills.
- ***FIAB*** = Focused Interim Assessment Block -Even shorter, more targeted assessments focused on one skill or concept.
- These are part of California Department of Education's statewide system and are given to all students, not just those with IEPs.

Why These Assessments Matter

- They help teachers know what to reteach or reinforce—before high-stakes testing.
- They give students more opportunities to practice with the state testing format in a lower-stress way.
- They guide support decisions so students get what they need when they need it.
- This isn't extra testing—it's strategic, bite-sized feedback for teachers and students.

What This Means for Students with IEPs

If your child has an IEP, they have the right to use their accommodations on these assessments, just like they would during instruction and state testing (as long as we have included it in the IEP)
.

- Accommodations might include things like:
  - Text-to-speech or read-aloud features
  - Breaks or small-group settings
  - Calculator use (when appropriate)
  - Extended time

If something doesn't seem right—for example, if your child isn't getting an accommodation they normally use—reach out to their case manager right away so the testing settings can be reviewed and corrected.

How Families Can Partner with the School

- Ask early: If you're not sure what these assessments are measuring or how they work, your child's teacher can explain when and why they're given.
- Check in about accommodations: For students with IEPs, these should match what's in the IEP and classroom instruction.
- Stay curious about results: FIAB/IAB results help inform instruction and supports. You can request to see how your child is doing and ask how to support at home.
- Encourage your student: Remind them that these assessments aren't about grades—they're about helping their teachers know how to help them.
- These assessments are a classroom tool to support learning—not a test to stress over.
- If you have questions about FIABs, IABs, or your child's testing accommodations, reach out to their teacher or case manager.

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER



Home Learning Resources

We know learning doesn't stop when the school day ends! These simple, family-friendly tools can help your child keep up their skills, build independence, and even have a little fun while learning at home.

Reading & Math Practice

- STAR Renaissance & Freckle – Log in through Clever for quick, personalized reading and math practice that meets your child where they are.
- Coolmath.com – Fun puzzles and logic games that sneak in math practice without the pressure.
- Reading Coach – Gives gentle feedback on reading fluency and pronunciation so kids can become more confident readers.

Exploring Careers & Future Goals

- California Career Zone – Lets students explore real-world jobs that fit their interests and strengths.
- Khan Academy – Free lessons and videos on everything from algebra to art history — great for curiosity and skill-building.

Learning Supports & Accessibility

- Kami – Helps students listen to text out loud or speak their answers using speech-to-text. They can access Kami from their Clever account!
- Rewordify – Simplifies tricky text so your child can better understand what they're reading.

Practice Makes Progress: Presenter Coach

If your student has an end-of-quarter presentation, try Microsoft's Presenter Coach (available in our PowerPoint online accessed through Clever). It's like a friendly practice partner that listens while they rehearse and offers tips on pacing, tone, and confidence — all in private!

Parent Tech Tips

- *Speech-to-text* means your child can talk instead of type, and the computer turns their words into written text.
- *Read-aloud or Text-to-Speech* tools do the opposite — the computer reads the words on the screen out loud.
- Both are built into Kami and other Excelsior-approved learning tools to help every learner feel successful.



EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER

Parent Checklist for Supporting Distance Learning

Learning from home can be rewarding—but it also takes structure, consistency, and teamwork. This checklist offers simple, realistic ideas to help you create a positive and productive learning environment for your child.

You don't have to do everything at once—choose one or two strategies to start with and build from there. Small steps make a big difference!

1. Define and Clarify Expectations

- Set clear daily rules and routines for learning time and location.
- Use a visual schedule or checklist for daily school tasks.
- Provide pre-corrections before class (e.g., "Remember to raise your hand to ask a question").
- Ensure the learning environment is free from distractions (TV, toys, food, unrelated devices).
- Prepare materials (computer, notebook, pencils) before class begins.

2. Use Reinforcement Effectively

- Identify your child's motivators (snacks, free time, praise, preferred activities).
- Reinforce effort and participation, not just correct answers or grades. Avoid reprimands —attention to unwanted behavior can increase it!
- Provide immediate praise or rewards for positive behavior. Assignments that are automatically graded will update immediately in Canvas.
- Implement a simple token system to earn rewards throughout the day.
- Review earned rewards at the end of the day or week.

3. Monitor Behavior and Engagement

- Track on-task time, completed assignments, or class participation.
- Use gentle redirection when off-task ("Let's get back to the lesson").
- Help your child set goals and self-monitor using a focus or participation chart.
- Review progress daily and celebrate small successes.

4. Teach Replacement and Coping Skills

- Teach your child to request help or a break appropriately.
- Practice short calming strategies (deep breathing, stretching).
- Model how to handle frustration or technology problems calmly.
- Reinforce coping skills when your child uses them independently.

5. Generalization and Maintenance

- Praise learning behaviors outside class time (homework, organization).
- Gradually reduce prompts and reminders over time.
- Celebrate weekly successes to maintain motivation.
- Encourage independence by giving responsibility for tracking progress.

6. Collaboration and Communication

- Communicate regularly with teachers about what works at home.
- Use this link to register for ParentSquare.
- Use consistent behavior language between home and school.
- Share progress data or notes with teachers as needed.
- Ask teachers for reinforcement ideas or strategies used in class.

YOU CAN ACCESS YOUR CHILD'S GRADES VIA THE CANVAS PARENT PORTAL. USE THE QR CODE BELOW TO LEARN HOW TO SET UP YOUR ACCOUNT:

Remember: You are your child's first teacher—and your encouragement, structure, and consistency make a huge difference. We're here to partner with you every step of the way!

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER

Department of Rehabilitation Student Services

The Department of Rehabilitation (DOR) Student Services is one of our most important partners in preparing students with disabilities for life after high school. DOR supports students with IEPs starting at age 16 (sometimes earlier if pre-employment transition services are appropriate). They continue to walk alongside students through graduation and into their early adult years—up until age 22.

DOR helps students:

- Explore jobs and career interests
- Build workplace and independent living skills
- Practice interviewing and applying for jobs
- Connect to training, college, or employment opportunities after graduation

This fall, DOR representatives visited each Excelsior campus to meet with staff and begin building connections with our students.

Here's your campus DOR representative:

- **Victorville, Barstow, Phelan and School of Business & Innovation**:
  - Michelle Varty Michelle.Varty@dor.ca.gov 760-962-6975
- **Redlands & San Bernardino**
  - Jacqueline Moss Jacqueline.Moss@dor.ca.gov (909) 454-4252 (Text/Call)
- **Corona**
  - W. Leslie Ragguette, M.S .Leslie.Ragguette@dor.ca.gov (909)948-6063
- **Ontario**
  - Adrianna Garabadi Adrianna.Garibaldi@dor.ca.gov (909) 922-2960

Family Tip:

- If your child is 16 or older, ask their Case Manager about connecting with your campus DOR Student Services representative.
- For graduates, DOR remains a valuable support system. We want every Excelsior student with disabilities to leave high school already connected to DOR so they continue receiving guidance and opportunities into their early adult years.
- Learn more here: https://www.dor.ca.gov/Home/StudentServices

DOR Student Services: Mock Interview Events

Our partners from DOR Student Services are bringing real-world experience straight to our students with disabilities!

DOR representatives will be hosting Mock Interview Days to help students practice professional interview skills, build confidence, and prepare for future employment opportunities.

Event Schedule:

🗓️ October 29, 2025 & February 25, 2026 Central Office (for Victorville, Barstow, Phelan, and SBI campuses)

🗓️ November 5, 2025 & March 11, 2026 – Redlands Campus (for Redlands, San Bernardino, Ontario, and Corona campuses)

How to Participate:

Sign up with your Case Manager (Education Specialist) — spots are first come, first served!

If you miss this round, don't worry — we'll host another session in the spring.

Mock interviews are a fun, low-stress way for students with disabilities to build confidence, explore their interests, and practice real-world communication skills with DOR representatives who specialize in supporting young adults with unique strengths and needs.

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER

Making the Most of Upcoming Holiday Breaks

As the year winds down, our Excelsior families have a wonderful opportunity to pause, reflect and celebrate. Whether your family celebrates a holiday or simply enjoys extra time together, the breaks are also a great chance for students to finish assignments, explore new interests and enjoy rest. If schedules don't always align — maybe parents are working or siblings attend different schools — here are ways to fill the days with both structure and fun:

- **Start the Day with a "Morning Focus Hour"**
  - A little structure goes a long way! Try dedicating the first hour of the day to catching up on schoolwork, reading, or goal setting. Once that's done, the rest of the day can be reserved for play, creativity, or rest.
- **Productive Screen Time Ideas**
  - Help students keep screen time purposeful (and still enjoyable!):
    - Practice skills in Freckle for a confidence boost before returning to class.
    - Explore interests in the California Career Zone.
    - Discover new topics with Khan Academy or National Geographic.
    - Use Canva for Education to make a Holiday Break Memory Board or gratitude collage.
- **Try some Local Adventures — Staycation Style**
  - Mojave Narrows Regional Park (Victorville): Feed the ducks, rent a pedal boat, or enjoy a lakeside picnic under golden fall leaves.
  - Oak Glen Apple Farms: Stroll Orchards, make Apple Butter, and sip hot cider in the crisp mountain air.
  - Victorville – Festival of Lights & Tree Lighting (Sat Dec 6): Snow play, sledding, ice gliding, hot chocolate, Santa visits and tree lighting. Free.
  - Corona – Holiday Lighting Celebration (Sun Dec 7 at 4:00 p.m.): Lights, live entertainment, Santa, family-friendly fun.
  - Redlands – Christmas Tree Lighting Ceremony (early December at Ed Hales Park): Crafts, bounce house, hot cocoa, downtown lighting.
  - Calico Ghost Town – Holiday Fest (Sat Nov 29): A festive day-trip option with Santa, games and music.

Note: These are community events not affiliated with Excelsior Charter Schools. Please check each venue for exact times, accessibility (parking, pathways, sensory-friendly options) and any cost or age restrictions.

Whether your family is catching up, creating, or simply slowing down, we hope your Holiday Breaks bring balance, joy, and a few new memories.

MAKE A WARM, QUICK TREAT FOR AN AFTERNOON BREAK TOGETHER

Cozy Fall Recipe: Pumpkin Spice Mug Cake



Ingredients

4 tbsp flour
2 tbsp brown sugar
¼ tsp baking powder
¼ tsp pumpkin pie spice
3 tbsp milk (any kind)
1 tbsp pumpkin purée
1 tbsp oil or melted butter

Directions:

Mix in a microwave-safe mug, microwave for 1 minute (add 10–15 seconds if needed), and top with whipped cream or cinnamon.

Adapted from The Hungry Kitchen

EXCELSIOR CHARTER SCHOOLS SPECIAL EDUCATION SERVICES

PARENT NEWSLETTER

Quarter 1 Parent Survey – Fall 2025

Thank you for taking a few minutes to share your feedback. Your voice matters, and we truly value our partnership with you. This survey helps us understand what is working for your child(ren) and where we can grow together. Your experiences guide our next steps, strengthen our support systems, and keep us focused on what matters most: helping your child(ren) learn, feel confident, and thrive at Excelsior.

Please answer each question openly and honestly. There are no right or wrong responses. We simply want to learn from you so we can continue building strong pathways to success for every student.

We appreciate your time, your insight, and your ongoing commitment to your child(ren)'s education.



SCAN ME

Mission Statement

The Educational Services Department is a collaborative team where students are at the heart of everything we do. Together, we inspire teaching excellence that fosters meaningful academic and personal growth for every student so they are prepared to pursue their bright, ambitious futures.

Excelsior Charter Schools
Volume 1, Issue 3: Pg 1
November 2025

Student Services News for Excelsior Families

EXCELSIOR TALON TIMES Newsletter

NEWS DROP!

The Giving Closet

What better way to start the season of giving thanks than with the opening of our Giving Closet at Excelsior's SBI – North Victorville Campus!
The Campus Giving Closet is here to support our High Desert students — and will be coming soon to our Ontario Campus for our Inland Empire students. This amazing resource provides free school supplies, hygiene products, and clothing to help ensure every student has what they need to succeed and feel confident at school.
If you'd like to access the Giving Closet, just reach out to your school principal for assistance. Let's make this season one of gratitude, generosity, and giving back!



EXCELSIOR'S
GIVING CLOSET

WELLNESS NEST





November is Good Nutrition Month, and our Excelsior Eagles are soaring toward healthier habits! Eating well isn't just about staying fit—it's about fueling your body and mind for success in the classroom, on the field, and beyond.
Try adding more color to your plate with fruits and veggies, choosing water instead of soda, and packing snacks that keep your energy up all day.
Little choices make a big difference!
To celebrate, our cafeteria will host a special Fall Harvest Lunch on November 18th, featuring roasted chicken, fresh veggies, a turkey cranberry wrap amd mashed potatoes.
Let's make this month a reminder that good nutrition helps Eagles fly higher, think sharper, and feel stronger!



This week, November 3–7, the Excelsior Eagles are joining schools across the country in celebrating National School Psychology Week (NSPW). Sponsored by the National Association of School Psychologists (NASP), this special week highlights the vital work of school psychologists and the ways they help students grow, learn, and thrive.
The theme for 2025, "Finding Your Path," encourages students to think about their personal goals, discover their strengths, and recognize that every path to success is unique. It's a reminder that learning who you are and where you want to go is just as important as the destination itself.
As Excelsior celebrates National School Psychology Week, students are reminded that finding their path doesn't happen overnight — it's built one step, one goal, and one choice at a time. With the support of teachers, counselors, friends, and family, every Eagle has the power to discover their path and soar toward their dreams.
For additional resources you can visit the National Association of School Psychologist web page at www.nasponline.org

"Gratitude turns what we have into enough." – Aesop

"QUOTE OF THE MONTH"

Student Services News for Excelsior Families

EXCELSIOR TALON TIMES Newsletter

EAGLE EYES SPOTLIGHT

The Blues Program at Excelsior's Barstow Campus

In celebration of National School Psychology Week, we're excited to spotlight the Victor Community Support Services Blues Program at our Barstow Campus! This early intervention group is designed to help students develop healthy coping skills, manage stress, and reduce symptoms of anxiety and depression. The program focuses on building resilience, increasing positive thinking, and promoting overall emotional well-being. (This is not a therapy group — it's a skill-building program to help students develop tools for managing stress and improving overall emotional health). This program will be held at the Barstow campus on November 7th and will run for six weeks. Please email our school counselor, Alexis Lozano at alexisl@excelsor.com to register or for more infomation.

WINGS OF THE WORLD CULTURE & DIVERSITY

November marks Native American Heritage Month, a time dedicated to recognizing and honoring the history, cultures, and contributions of Native American and Indigenous peoples. Throughout this month, we invite our school community to explore the diversity and richness of Native cultures—past and present. From storytelling and language, to art, science, governance, and activism, Indigenous peoples have shaped and continue to influence the fabric of the United States in profound ways. As we reflect, it's also important to acknowledge the histories of resilience and resistance in the face of colonization and systemic injustice. By learning and listening, we can deepen our understanding, challenge stereotypes, and help amplify Indigenous voices. Let's take this opportunity not only to celebrate, but to educate ourselves and grow as allies — building a more inclusive and informed community for all.
Join the celebration and visit the One Drum, One Stick Facebook Page for informational regarding the Cabazon Indio Pow Wow 2025



THE GREAT Thanksgiving DEBATE

Looking for a lively way to spark conversation around your Thanksgiving table? Encourage everyone in the family to share their opinions and back them up with reasons — it's a way to practice respectful listening and friendly competition.
Plus, it's a wonderful way to connect, laugh, and celebrate the spirit of gratitude together.

TURKEY VS. HAM - THE CLASSIC HOLIDAY RIVAL

MASHED POTATOES OR SWEET POTATOES - FLUFFY OR MARSHMALLOW-TOPPED GOODNESS?

PUMPKIN PIE VS. APPLE PIE - WHICH HOLDS THE DESSERT THRONE?

STUFFING OR DRESSING - DO WE EVEN KNOW THE DIFFERENCE?

"BRING YOUR OWN DISH" VS. "HOST DOES IT ALL" - WHICH IS THE RIGHT WAY TO FEAST?

ONE BIG PLATE OR ROUND TWO LATER - GO ALL IN OR PACE YOURSELF?

PRO FOOTBALL VS. FAMILY FOOTBALL - WHAT'S THE REAL POST MEAL COMPETITION?

SILENT GRATITUDE OR PUBLIC TOAST - HOW DO YOU YOU GIVE THANKS?





Organization Chart

Excelsior Charter Schools

District Organizational Chart

ECS Board of Directors

Superintendent

Assistant Superintendent of Administrative Services
Facilities
Student Information Systems
Compliance
CALPADS

Assistant Superintendent of Educational Services
Director of Educational Services
Director of Special Education
Curriculum
Special Education
Teacher Professional Development

Assistant Superintendent of Student Services
Director of Student Services
Nutrition Services
Health Services
Admissions/Records Department
Registrar

Barstow
Principal
Assistant Principals
Counselors
Teachers
Classified Staff

North Victorville
Principal
Assistant Principals
Counselors
Teachers
Classified Staff

Ontario
Principal
Assistant Principals
Counselors
Teachers
Classified Staff

Phelan
Principal
Assistant Principals
Counselors
Teachers
Classified Staff

Redlands
Principal
Assistant Principals
Counselors
Teachers
Classified Staff

San Bernardino
Principal
Assistant Principals
Counselors
Teachers
Classified Staff

Victorville
Principal
Assistant Principals
Counselors
Teachers
Classified Staff

Excelsior Charter Group

Excelsior Charter Group (ECG) is a separate entity and vendor for Excelsior Charter Schools. ECG provides fiscal and back office supports for Excelsior Charter Schools. ECG's Chief Financial Officer, Alicia Anderson provides the fiscal consultation, auditing and bookkeeping at the direction of the Superintendent for the ECS Administrative Cabinet.



Safety Plan Example: Victorville Campus

Excelsior Victorville Campus
Comprehensive School Safety Plan

Principal: Sandy Sooter

Ph: 760.245.4262

Email: sandys@excelsior.com

18422 Bear Valley Rd. Building 11

Victorville, CA 92395

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Comprehensive School Safety Plan
Excelsior Victorville Campus

Child Abuse Reporting Procedures

Reporting

A list of persons whose profession qualifies them as "mandated reporters" of child abuse or neglect is found in California Penal Code Section 11165.7. The list is extensive and continues to grow. It includes all ECG employees, administrators, and athletic coaches. All persons hired into positions included on the list of mandated reporters are required, upon employment, to be provided with a statement, informing them that they are a mandated reporter and their obligations to report suspected cases of abuse and neglect pursuant to California Penal Code Section 11166.5. All persons who are mandated reporters are required, by law, to report all known or suspected cases of child abuse or neglect. It is not the job of the mandated reporter to determine whether the allegations are valid. If child abuse or neglect is reasonably suspected or if pupil shares information with a mandated reporter leading him/her to believe abuse or neglect has taken place, the report must be made. No supervisor or administrator can impede or inhibit a report or subject the reporting person to any sanction. To make a report, an employee must contact an appropriate local law enforcement or county child welfare agency, listed below. This legal obligation is not satisfied by making a report of the incident to a supervisor or to ECG. An appropriate law enforcement agency may be one of the following:

- A police or sheriff's department (not including a school district police department or social security department)
- A county probation department, if designated by the county to receive child abuse reports.
- A county welfare department/Child Protective Services (CPS) 800-827-8724

The report should be made immediately over the telephone at (800) 827-8724 and should be followed up in writing within 36 hours. The form for reporting the incident may be obtained from the Human Resources department. The form must then be mailed, faxed, or submitted electronically, as designated by the agency taking the report over the phone.

What must be reported?

- Physical Abuse
- Sexual Abuse
- Emotional Abuse
- Neglect

The mandated reporter must only have reasonable suspicion that a child has been mistreated; no evidence or proof is required prior to making a report.

Failure to report concerns of child abuse or neglect is considered a misdemeanor and is punishable in California by six months in jail and/or up to a $1,000 fine. For the complete law and a list of fully inclusive mandated reporters, please refer to California Penal Codes 11164 and

11174.3. Mandated reporters are required to give their names when making a report. However, the reporter's identity is kept confidential. Reports of suspected child abuse are also confidential.

Mandated reporters have immunity from state criminal or civil liability for reporting as required. This is true even if the mandated reporter acquired the knowledge, or suspicion of the abuse or neglect, outside his/her professional capacity or scope of employment.

After the report is made, the local law enforcement agency is required to investigate all reports. Cases may also be investigated by Child Welfare Services when allegations involve abuse or neglect within families.

Training

All school staff members participate in mandatory annual online safety training. ECG employees complete "Mandated Reporter: Child Abuse and Neglect (Full Course California) provided by Vector Solutions Training.

Disaster Response Procedures

Protective Measures

The school staff has planned for emergencies. These emergencies include fire, earthquake, safeguard, and lockdown. Teachers have been in-serviced, and in turn teach students safety procedures for all drills as well as an immediate freeze signal to use in emergency situations. The school office has a copy of the Emergency Response Procedures, a copy of student data, and a binder of emergency contact information for all staff. Included in this document are phone numbers, classroom procedures, and steps to take during a crisis. Each teacher has a copy of our school emergency procedures. The emergency procedures are reviewed and revised each year. The staff have assigned roles on our Emergency Response Team. These roles are practiced throughout the year through fire drills, earthquake drills, and shelter in place disaster drills.

Classrooms are earthquake ready. Emergency procedures are posted, emergency backpacks are stocked and accessible, and cabinets are closed to secure materials.

Emergency Procedures for Students with Disabilities

- In preparation for evacuations, Excelsior will make sure that there are accommodations appropriate for future students who are visually impaired, and wheelchair bound students, so that they are not put at risk. They will follow routine and emergency procedures with assistance as necessary for them to exit safely.

During an Earthquake or Disaster

This type of evacuation will be used for any event where students, staff and families will need to be moved from the building and/or reunited with family members.

The administrator or administrator in charge will alert the campus to evacuate to the predetermined evacuation routes before reconvening in the parking lot in front of the school (Lot B). This alert may be triggered for any of the following: Safety Hazard, Fire/Explosion or Dangerous Working Conditions.

Lead Administrator Response

1. Call 911. Notify police of the evacuation and all necessary details.

2. Sweep the building to ensure this site has been cleared of all non-emergency Scheduled for personnel.
3. Notify the Central Office of Evacuation and provide a written statement summarizing the events that led to the evacuation.
4. Request the presence of emergency help as needed.
5. Activate appropriate crisis team as needed.
6. Contact all families using All Call and/or Aeries Communication system to arrange pickup/transportation.
7. Designate a staff member to assist in the pick-up reunification process with families.
8. Notify students and staff of reunification location. Set up transportation as necessary.
9. Prompt the emergency response team to begin set-up of stations.

Staff Response

1. Duck-and-cover as needed before safely following evacuation procedures.
2. Follow all evacuation procedures to escort students from the building in a fast and efficient manner.
3. Ensure any students with special needs are given adequate assistance.
4. Take attendance once evacuation has been completed to ensure all students are accounted for.
5. Follow the administrator's instructions.
6. Front office staff bring emergency items: Health binders, Student medications safety bins, safety backpacks, and student data folder.
7. Assess all students present and determine medical attention as necessary.
8. Monitor and supervise all students in a calm manner until reunified with their parents/ guardian.

Remote Evacuation and Family Reunification (Earthquake, Disaster)

Dismissal

Should there be a major disaster, students will remain under the supervision of Excelsior authorities until parents or responsible adults can pick them up.

Student Release Procedure

1. Go directly to the reunification area.
2. Inform the teacher, aide or adult responsible for the classroom that you are taking the child from the class.
3. Proceed with child back to Student Release Tables just outside the school entrance/ reunification area to sign a student release form for each child you are taking. Do not remove your child or any other child from Excelsior without signing the emergency release form. This provides us with a record of where each child is when someone else arrives later looking for that child.
4. Leave as quickly as possible after signing out your child.
5. Adults will be needed to help with first aid, dismissing students, helping with classes, monitoring traffic, etc. If you can volunteer to help, go directly to the Command Center where the volunteer coordinator will give you an assignment. Volunteers should leave

children with their classes and not sign the Student Release form until they are ready to leave.

If Parents Can't Get to the School
Should a major disaster occur, it is likely that many parents will not be able to reach the school right away. If conditions make it necessary, we will release students to the adult indicated on the student's emergency release form/health card. We will keep a written record of the child and the adult to whom the child has been released.

The school principal or teacher in charge will determine the need to leave the building. In the event the building cannot be reoccupied. Or if a fire requires evacuation of the school, the students will be transferred to the nearest available safe shelter/ reunification location.

If the children are caught in a disaster between home and school, it is recommended that they go immediately to school.

Food and Water
In the event that children would need to remain on campus for several hours after any sort of a disaster, there will be a supply of fresh water and limited food in the school earthquake kit.

Disaster Relief
The Board of directors shall grant the use of Excelsiors buildings, grounds and equipment to public agencies, including the American Red Cross for mass care and welfare shelters during disasters or other emergencies Affecting the public health and welfare. The board shall Cooperate with such agencies in furnishing and maintaining whatever services the board deems necessary to meet the community's needs.

Excelsior staff, except for legal aliens, are considered disaster service workers and subject to disaster service activities which may be assigned to them. If a disaster occurs during school hours, they may be required to remain at the school. (Government Code 3100)

Bomb Threats or Suspicious Package
A bomb threat/Suspicious package is one that involves the threat of an explosion device that has been placed in around or near a facility, or the detection of a suspicious package that could contain an explosive device.

Administrator or administrator in charge will alert the campus to evacuate to the predetermined evacuation routes before reconvening in the parking lot behind the campus if predetermined routes are determined unsafe a new route will be provided by the administrator in charge.

Lead Administrator Response

- Upon learning of a potential threat, local law enforcement agencies will be called immediately to report the threat.
- Put into place all evacuation protocols to quickly exit the building.
- Notify the Central Office of evacuation and provide a written statement summarizing the events that led to the evacuation.
- Notify VC police of evacuation and necessary details.

- Avoid using radios and mobile devices near suspicious package.
- Contact all families using Aeries all call system.

If needed:

1. Assign staff members to assist in the Pick-up/reunification process with families.
2. Notify students and staff of reunification locations. Set up transportation as necessary.
3. Prompt the emergency response team to begin setup of stations.

Staff Response

1. Quickly scan your area to check for any additional devices and report them to the administrator immediately.
2. Follow all evacuation procedures to escort students from the building in a fast and efficient manner.
3. Ensure any students with special needs are given adequate assistance.
4. Take attendance once evacuation has been completed to ensure all students are accounted for.
5. Front office staff bring: Emergency items, Health binders, student medications, safety bins and safety backpacks.
6. Access all students present and determine medical attention as necessary.
7. Monitor and supervise all students in a calm manner until reunified with their parents/ guardian or are given an all clear to return to campus.

Threat Response

Anyone that poses an immediate risk to our students/staff/ families by brandishing or using a weapon on or in the direct vicinity of our campus.

Administrator or administrator-in-charge will immediately alert the staff of the active threat.

Safeguard

A safeguard is a precaution that is initiated by school officials in conjunction with law enforcement. It is used to secure school buildings and grounds during incidents that pose an imminent concern outside of the school. In this situation, your children are not in any danger. Although all students are safe, these precautionary measures allow us to start preparing for a lockdown in case the dangerous situation moves in the direction of the school. Safeguard procedures allow for educational practices to continue with little classroom interruption or distraction, while providing protection from threats outside of the school. During a Safeguard, the school will keep all students and staff inside the buildings and close the buildings to anyone seeking entrance or wanting to exit.

Lockdown

A lockdown is used to secure school buildings and grounds during incidents that pose an immediate threat of violence in and around the school. No one is allowed to enter or exit the building and parents may not pick up students from school during a lockdown. During a lockdown, teachers, and staff quickly clear hallways, bring students into the classrooms, classroom doors are locked and secured, lights are turned off, students are placed out of sight of corridor windows, and students are to remain quiet.

Lead Administrator Response

1. If the intruder has not entered the campus yet and struck the front office staff will lock the entrance using the magnetic lock controls and press panic button.
2. Call law enforcement and request immediate assistance.
3. Alert the campus if the threat has entered the building.
4. Remain in lockdown until Law Enforcement has cleared the area.
5. Assess all students present and determine medical attention as necessary.
6. Provide Law Enforcement and Central office a summary of events.
7. Contact families of students.
8. Evacuate when given the all clear by authorities and deploy reunification process and Emergency Response Team.

Staff Response

1. Listen and take direction from an administrator in charge.
2. Ensure the students are safe at all times by re assessing the current location as it relates to the threat. Call Law Enforcement. Request immediate assistance If administrator has not done so.
3. Remain in lockdown until Law Enforcement agencies have cleared the area.
4. Assess all students present in determining medical attention as necessary.
5. Evacuate when given the all clear by authorities and deploy reunification process and Emergency Response Team (refer to Appendix B).

Contact families of students as needed.

Suspension and Expulsion Policies

This Pupil Suspension and Expulsion Policy has been established for Excelsior Charter Schools in order to promote learning and protect the safety and well-being of all students at Excelsior.

Suspensions and expulsions are disciplinary measures and should not be confused with dismissal or disenrollment of a student for failure to meet his/her obligations under an independent study contract or PLP. A dismissal for failure to meet independent study obligations is not an "expulsion", so no due process procedures occur other than that set forth in the contract.

Staff shall enforce disciplinary rules and procedures fairly and consistently amongst all students. The Policy will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. The principal shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy is available on request at the principal's office.

Discipline includes, but is not limited to, advising, and counseling students, conferring with parents/guardians, detention during and after school hours, community service on or off campus, the use of alternative educational environments, suspension and expulsion. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. For purposes of

the Policy, corporal punishment does not include an employee's use of reasonable force necessary to protect the employee, students, staff, or other persons or to prevent damage to school property.

A student identified as an individual with disabilities or for whom Excelsior has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. Excelsior will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities or for whom Excelsior has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according to due process to such students.

Grounds for Suspension and Expulsion

- Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force of violence upon the person of another.
- Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object.
- Possessed, used, sold, or otherwise furnished, or was under the influence of any controlled substance (as defined in Health and Safety Code 11053-11058), alcoholic beverage, or intoxicant of any kind.
- Offered, arranged, or negotiated to sell any controlled substance (as defined in Health and Safety Code 11053-11058), alcoholic beverage or intoxicant of any kind, or sold, delivered, or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property.
- Stole or attempted to steal school property or private property.
- Possessed or used tobacco or any products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, vaporized nicotine or tobacco, snuff, chew packets and betel.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia as defined in Health and Safety Code 11014.5.
- Disrupted school activities or otherwise defied the authority of supervisors, facilitators, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- Knowingly received stolen school property or private property.
- Possessed an imitation/replica firearm.

- Committed or attempted to commit a sexual assault as defined in Penal code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying.
    - "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 as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
        - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
        - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
        - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
        - (D) 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 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:
        - A message, text, sound, video, or image.
        - A post on a social network Internet Web site, including, but not limited to:
            - Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
            - Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "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.

- Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "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.

▪ An act of cyber sexual bullying.

- For purposes of this clause, "cyber sexual bullying" means 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 subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

- For purposes of this clause, "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.

o Notwithstanding paragraph (1) and subparagraph (A), 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.

o "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

- Committed sexual harassment.
- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- Engaged in harassment, threats, or intimidation directed against school personnel or pupils.
- Made terroristic threats against school officials, school property or both.
- Brandishing a knife at another person.
- Assault or battery upon any school employee.
- Any other serious violation of charter school rules or behavioral expectations.

Procedures for Notifying Teachers about Dangerous Pupils

Pursuant to the California Education Code Section 49079 Excelsior Charter School notifies teachers that they have a legal right to review the cumulative file of each pupil who has engaged in, or is reasonable suspected to have engaged in, any of the acts described in any of the Education Code subdivisions, except subdivision (h), of Section 48900. Teachers assigned a student that has

previously been suspended or expelled during the last three years or are currently placed on formal probation per Penal Code 827 are notified and informed that they have the right to view students discipline information through the Student Information System, Aeries, or disciplinary record. An opt out form and copy of the discipline is sent electronically to all assigned. The opt out form is completed and signed by the teacher and kept on file.

Discrimination, Harassment, Bullying, and Hate Crime Policies/Procedures

Non-Discrimination Statement

Excelsior Charter Schools ("Excelsior") is committed to providing a working and learning environment free from discrimination, harassment, intimidation, and bullying. Excelsior prohibits discrimination, harassment, intimidation and bullying based on the actual or perceived characteristics set forth in Penal Code § 422.5, Education Code § 220 and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, 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 it conducts or to which it provides significant assistance.

Discrimination is different treatment on the basis of a protected category in the context of an educational program or activity without a legitimate nondiscriminatory reason and interferes with or limits the individual's ability to participate in or benefit from the services, activities, or privileges provided by Excelsior.

Harassment occurs when:

1. the target is subjected to unwelcome conduct related to a protected category.
2. the harassment is both subjectively offensive to the target and would be offensive to a reasonable person of the same age and characteristics under the same circumstances; and
3. the harassment is sufficiently severe, pervasive, or persistent so as to interfere with or limit an individual's ability to participate in or benefit from the services, activities, or opportunities offered by Excelsior.

Upon witnessing an act of discrimination, harassment, intimidation and/or bullying based on actual or perceived characteristics of a protected category (as enumerated above), school personnel are required to take immediate steps to intervene when it is safe to do so. Once a school or office has notice of discriminatory, harassing, intimidating or bullying conduct, whether carried out by employees, students, or third parties, it should take immediate and appropriate steps to investigate or otherwise determine what occurred and take prompt and effective steps reasonably calculated to end the conduct, eliminate a hostile environment, if one has been created and prevent the conduct from occurring again. These steps should be taken whether or not an individual makes a complaint or asks the school or office to take action. This nondiscrimination policy applies to all acts related to school activity or school attendance within any school or office under the jurisdiction of Excelsior.

Title IX Overview

Each student and employee has a right to learn and work in an environment that is free from unlawful discrimination. No Excelsior Charter Schools ("Excelsior") student or employee shall be excluded

from participation in, be denied the benefits of, or be subject to discrimination on the basis of actual or perceived sex, sexual orientation, gender, or gender identity or expression.

Title IX of the Educational Amendments of 1972 is one of several federal and state anti-discrimination laws that ensure equality in education. Title IX prohibits discrimination, harassment, exclusion, denial, limitation or separation based on sex or gender. Title IX applies to both male and female students in any educational institution receiving federal funding.

California Education Code Sections 200 through 282 and Excelsior Policy prohibit discrimination on the basis of sex, sexual orientation or gender. Title IX requires that every school or institution have a Title IX Bullying Coordinator to whom concerns or complaints regarding sex discrimination can be made.

Complaint Process

- Students or parents/guardians should report their verbal or written Title IX complaint to the school administrator or Title IX Coordinator within six months from the date the incident occurred. This will begin the informal investigation process which must be completed within 60 days. Complainants have a right to a timely and informal resolution at the school site.

- If the complainant is dissatisfied with the school decision, an appeal of the findings may be made to the California Department of Education - Office of Equal Opportunity.

Where Can Students/Parents Obtain Further Information or Assistance?

- At Your School: Speak to the Administration or Title IX Coordinator using the contact information shown below.

For inquiries about Excelsior policies and procedures related to sexual harassment, including how to file a sexual harassment complaint contact:	For inquiries or complaints related to employee-to-employee, student-to-employee, or work/employment related discrimination or harassment, contact:
Name: **Jamie Lowe** **Asst. Superintendent Student Services** Phone: (760) 245-4262 Mail Address:15505 Civic Dr, Victorville CA 92392 Email: jamiel@excelsior.com	Name: **Jamie Lowe** **Asst. Superintendent Student Services** Phone: (760) 245-4262 Mail Address:15505 Civic Dr, Victorville CA 92392 Email: jamiel@excelsior.com

Rights and Responsibilities Under Title IX

1. You have the right to fair and equitable treatment, and you shall not be discriminated against based on your sex.

2. You have the right to be provided with an equitable opportunity to participate in all academic extracurricular activities and athletics offered by Excelsior.
3. You have the right to inquire of the athletic director or other appropriate Excelsior administrator as to the athletic opportunities offered by Excelsior.
4. You have the right to apply for athletic scholarships, if applicable.
5. You have the right to receive equitable treatment and benefits in the provision of all the following:
    a. Equipment and supplies.
    b. Scheduling of games and practices.
    c. Transportation and daily allowances.
    d. Access to tutoring.
    e. Coaching.
    f. Locker rooms.
    g. Practice and competitive facilities.
    h. Medical and training facilities and services.
    i. Publicity

6. You have the right to have access to our Title IX Coordinator regarding gender equity laws. Please see above for this Coordinator's contact information.
7. You have the right to file a confidential discrimination complaint with the United States Office for Civil Rights or California Department of Education if you believe you have been discriminated against or if you believe you have received unequal treatment on the basis of your sex. See below for more information regarding how to file a complaint.
8. You have the right to pursue civil remedies if you have been discriminated against.
9. You have the right to be protected against retaliation if you file a discrimination complaint.

You can find out more information regarding your rights, Excelsior' responsibilities, and access information on gender equity laws from the following resources:

California Interscholastic Federation: http://www.cifstate.org/governance/equity/index
California Department of Education, Office for Equal Opportunity: http://www.cde.ca.gov/re/di/eo/dutytoprotect.asp
United States Department of Education, Office for Civil Rights: https://www2.ed.gov/about/offices/list/ocr/frontpage/pro-students/sex-pr.html

How to File a Complaint Under Title IX
You can find additional information regarding how to file a complaint as follows:

The United States Office for Civil Rights website: https://www2.ed.gov/about/offices/list/ocr/docs/howto.html?src=rt
California Department of Education website:http://www.cde.ca.gov/re/di/eo/complaint.asp

Global Education Collaborative's Uniform Complaint Procedures ("UCP") or Title IX Policy. Please contact the Title IX Coordinator or school office manager for a complete copy of these policies.

1. A complaint regarding discrimination or harassment based on sex must ordinarily be filed with the U.S. Office for Civil Rights within 180 days of the last act of discrimination. If your complaint involves matters that occurred longer than this and you are requesting a waiver, you will be asked to show good cause why you did not file your complaint within the 180-day period. If you have questions about your situation, you can contact the California branch of the Office for Civil Rights at the address listed below. A complaint filed with Global Education Collaborative schools under our UCP alleging unlawful discrimination, harassment, intimidation, or bullying must be initiated no later than six (6) months from the date when the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or six (6) months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination, harassment, intimidation or bullying.
2. The U.S. Office for Civil Rights has its own policies and procedures for investigating complaints. Please review the above link for more information about this process. A complaint filed with Excelsior under our UCP or Title IX Policy will be investigated in compliance with those policies.
3. There are a variety of ways to file your complaint. You can use the U.S. Office for Civil Rights electronic complaint form filed directly through their website; or mail, email, or send by facsimile your own letter or a completed copy of the Office for Civil Rights Discrimination Complaint Form.

The electronic complaint form is available
at: https://www2.ed.gov/about/offices/list/ocr/complaintintro.html

You can send a completed version of this form or your own letter via email, facsimile, or regular mail to the following addresses:
San Francisco Office, Office for Civil Rights, U.S. Department of Education
50 United Nations Plaza, Mail Box 1200, Room 1545
San Francisco, CA 94102
Telephone: 415-486-5555; FAX: 415-486-5570; TDD: 800-877-8339
Email: ocr.sanfrancisco@ed.gov or ocr@ed.gov

Sexual Harassment Policy

Excelsior Charter Schools ("Excelsior") is committed to providing a working and learning environment free from sexual harassment. Excelsior prohibits sexual harassment of or by employees, students, or persons doing business with or for Excelsior on the basis of actual or perceived sex, sexual orientation, gender, gender identity or gender expression. Failure to follow this policy is a violation of state and federal law.

Sexual harassment is defined by California Education Code §212.5 as any unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature made by someone from or in the work or educational setting, under any of the following conditions:

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

Upon witnessing an act of discrimination, harassment, intimidation and/or bullying based on actual or perceived characteristics of a protected category (as enumerated above), school personnel are required to take immediate steps to intervene when it is safe to do so. Reporting such conduct to an administrator or Title IX Coordinator can be an appropriate intervention. Once a school or office has notice of discriminatory, harassing, intimidating, or bullying conduct, whether carried out by employees, students, or third parties, it should take immediate and appropriate steps to investigate or otherwise determine what occurred. School personnel are to take prompt and effective steps reasonably calculated to end the conduct, eliminate a hostile environment, if one has been created, and prevent the conduct from occurring again. These steps should be taken whether or not an individual makes a complaint or asks the school or office to take action. This policy applies to all acts related to school activity or school attendance within any school or office under the jurisdiction of Excelsior.

Any student or employee of Excelsior who believes that she or he has been a victim of sexual harassment should bring the problem to the attention of the school-site administrator or the school's Title IX Coordinator so that appropriate action may be taken to resolve the problem. Excelsior prohibits retaliatory behavior against anyone who files a sexual harassment complaint or any participant in the complaint investigation process. Complaints must be promptly investigated in a way that respects the privacy of the parties concerned.

For inquiries about Excelsior policies and procedures related to sexual harassment, including how to file a sexual harassment complaint contact:

Name: Jamie Lowe

Asst. Superintendent Student Services

Phone: (760) 245-4262

Mail Address:15505 Civic Dr,
Victorville CA 92392
Email: jamiel@excelsior.com
For inquiries or complaints related to employee-to-employee, student-to-employee, or work/employment related discrimination or harassment, contact:
Name: Jamie Lowe, Asst. Superintendent Student Services
Phone: (760) 245-4262
Mailing Address:15505 Civic Dr, Victorville CA 92392
Email: jamiel@excelsior.com

Bullying

Excelsior Charter Schools ("Excelsior") is committed to providing a safe and civil learning environment. Excelsior takes a strong position against hazing and bullying, and any behavior that infringes on the safety or well-being of students, employees, and any other persons within the jurisdiction or that interferes with learning or the ability to teach. Our School prohibits retaliation against anyone who files a complaint or participates in the complaint investigation process.

Excelsior policy requires all employees, students, and parents to promote mutual respect, tolerance and acceptance. All students and staff of public primary, elementary, middle, and senior high schools have the right to attend campuses which are safe, secure and peaceful. Our School adheres to a strict compliance with Hazing Prevention and Bullying Prevention Policies.

Hazing, bullying, harassment or programs, exercises, assignments, and lesson plans interpreted as harassment, bullying or hazing, or actions between employees, parents, students or directed at employees, parents or students is prohibited and a violation of this policy.

Hazing and bullying are part of a continuum of aggressive or violent behaviors. Some acts of hazing or bullying may constitute other categories of misconduct, such as assault, battery, child abuse, hate-motivated incident, criminal activity, or sexual harassment and as such violate other Excelsior policies. Excelsior personnel, including volunteers, are obligated to follow appropriate Excelsior reporting guidelines as detailed in related policies, procedures, and handbooks.

Definitions:

A. Hazing, a form of bullying, is a method of intimidation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury, personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil. Hazing can be an 'activity' that individuals must to before they can belong to a group. Hazing is any action or activity used to maintain a hierarchy or pecking order within a group. Hazing is an activity which may be physically, psychologically, or socially harmful. Hazing as defined as a 'criminal act' does not include athletic events or school-sanctioned events.
B. Bullying is any deliberate or unwanted severe or pervasive physical, verbal, written, or electronic act, whether it be a single incident or a series of incidents that.

a. Is reasonably perceived as being motivated either by an actual or perceived characteristic, such as:
   1. Race, color, religion, ancestry, national origin, gender, sexual orientation, gender identify and expression, or a mental, physical or sensory disability or by any other distinguishing characteristic; and that
   2. Takes place on school property, at any school-sponsored function, on a school bus, or off school grounds, that substantially disrupts or interferes with the orderly operation of the school or the rights of the other students; and that
   3. A reasonable person should know, understand the circumstances, will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to his/her person or damage to his/her property; or
   4. Has the effect of insulting or demeaning any student or group of students; or
   5. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

b. That has the intention of, or can be reasonably predicted to have the effect of, one or more of the following:
   1. Reasonable fear of harm to person or property.
   2. Substantially detrimental effect on physical or mental health.
   3. Substantial interference with academic performance.
   4. Substantial interference with the ability to participate in or benefit from school services, activities, or privilege.

   "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 communication. Impersonating a person through electronic means for purposes of harming, intimidating, threatening, or defrauding a person.

c. Associated individuals are non-students who are affiliated with Excelsior, including, but not limited to parents/guardians, volunteers, vendors, contracted service providers, former students, former employees, spouses, domestic partners, and relatives or friends of employees or students.

Types of Hazing

All incidents must (1) be deemed a method of intimidation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury, personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil and (2) must meet the impact criteria below, as well as be used to be considered hazing:

A. Cyberbullying is committed by means of an electronic communication device, such as a cellular phone, computer, or tablet. Cyberbullying may include messages, texts, sounds,

images, posts on social network, Internet websites, and the creation of false profiles or credible impersonations of another actual person without their consent.

B. Physical bullying includes intentional unwelcome acts of beating, biting, fighting, hitting, kicking, poking, punching, pushing, shoving, spitting, and tripping.
C. Social, relational, or psychological bullying includes spreading rumors, manipulating.
D. Relationships, exclusion, blackmailing, isolating, rejecting, using peer pressure, and ranking personal characteristics.
E. Verbal and non-verbal includes gossiping, making rude noises, name-calling, spreading rumors, hurtful teasing, taunting, making threats and making threatening gestures (includes emoticons).
F. Playful teasing is good-natured joking and name-calling among friends with the intention of building closeness. By contrast, Bullying or hazing is malicious teasing among individuals who are not friends with the intention of invoking harm, fear, or humiliation. Teasing may have the unintended outcome of invoking embarrassment, whereas in bullying or hazing, invoking embarrassment is the intended goal. Teasing and bullying or hazing may appear similar, but the differentiating variables are the relationship between the parties and the intention of the perpetrators.

Any of the above used for purposes of a method of intimidation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury, personal degradation or disgrace resulting in physical or mental harm to a former, current or prospective pupil is Hazing and is prohibited.

Proper Identification of Hazing and Bullying

What? Understand the difference between Conflicts vs. Bullying. During a conflict, name-calling, threats, and other conduct that might look like bullying can occur. However, a conflict and bullying are very different. Unlike bullying, during a conflict people are equally involved in some type of disagreement. Conflict is considered mutual, meaning everyone is more or less evenly involved. Bullying, on the other hand, involves one or several people (the bullies) intentionally committing a mean or violent act or hazing against another person(s) or group of people (the victims). When bullying occurs, there is no mutual participation in a disagreement; it is one-sided. Bullying victims have a hard time defending themselves. The victims want the bullying to stop, but the bully continues the behavior. Conflicts and bullying can interrupt the school day, damage property and cause injuries to the people involved. However, when the behavior involves a conflict, the school will take action.

Bullying that Leads to a Conflict: An incident that is found to be bullying could lead to a conflict in the future. To decide whether a behavior is bullying, the school officials must think about all of the facts during an investigation. Examples of bullying and conflict by grade level are provided below:

GRADE LEVEL	CONFLICT (Mutual disagreements, arguments or fights)	BULLYING (Intent to emotionally or physically hurt a student; it is one-sided.)
Elementary School	"You copied my picture...you stole my idea!" "No, I didn't...you copied from my picture!"	A fellow student grabs the picture you colored and tears it up, calling you names related to your religion and cultural heritage.
Middle/Junior High School	"After you borrowed my basketball, I asked that you return it and you didn't!" "I did return it...I left it on your porch."	While practicing basketball skills in the gym, several students sit nearby and call out insulting comments about the color of your skin and your basketball skills.

When? Bullying occurs when:

1. One or more students are victims of unwanted or uninvited aggression, as the behavior applies to the definition of harassment, intimidation and bullying;
2. The aggressor's behavior would lead a person to reasonably believe that the aggressor is motivated by a desire to physically or emotionally hurt someone;
3. The aggression is one-sided; and
4. The behavior is not an attempt to positively or negatively address or resolve a problem.

C. Hazing and Bullying

It can be easy to think that hazing and bullying are the same things. Hazing can involve bullying or can be considered bullying in some situations. The key difference is that hazing is behavior that is based on a tradition and is used by members of a group to maintain a hierarchy or "pecking order" within the group. The lower group member or persons who want to join the group either agree or go along with the hazing activities, which may be physically, psychologically, or socially harmful. Unlike bullying, the victims or newcomers let themselves to be treated in a way that gets them accepted as a member of the group. Once accepted by the group, the victims become bystanders and watch others get hazed. Eventually, the bystanders achieve senior status and power and haze others.

Two things that make hazing and bullying different are:

- The victims agree or go along with being hazed as a way to prove that they should be accepted as a member of the group; and
- The victims eventually haze others after they have been accepted into the group and have achieved senior status or power.

Administration Responsibilities

A safe campus approach requires a multi-faceted approach with strategies to present, respond to, and recover from incidents of bullying and hazing. The Superintendent at Excelsior Charter Schools creates an environment where the school community upholds the standards of respect and civility and understands that bullying and hazing are inappropriate, harmful and unacceptable.

Toward this goal, Our School shall:

A. Communicate with and ensure that all certificated and classified staff, activity directors, and volunteers on campus:
   1. Understand school policies regarding bullying and hazing.
   2. Recognize the indicators of bullying and hazing.
   3. Understand their individual responsibilities to respond to, intervene, and report any act or incident of bullying or hazing.
   4. Promote mutual respect and acceptance.

B. Provide instruction to ensure that students and staff are educated about appropriate online behavior and cyberbullying awareness.

C. Certify compliance with the Bullying and Hazing Policy and the School Safety Plan. Excelsior takes reported cases of bullying and hazing seriously and utilizes positive behavior support strategies, progressive discipline, interventions, and corrective measures to address inappropriate behaviors.

D. Ensure that all reports of bullying or hazing are investigated and documented and that appropriate interventions are implemented and monitored. There must be at least one documentation of monitoring within 30 days and resolution within 60 days. For incidents of student misconduct related to bullying or hazing, document the investigation, interventions, and resolution. Incidents that substantially disrupt school operations, require additional resources or sustained monitoring, should also be documented.

E. Ensure that disciplinary actions are compliant with Excelsior guidelines. Bullying or hazing that warrants suspension or expulsion must be reviewed by Excelsior standards.

F. Peer-to-peer bullying typically does not rise to the level of suspected child abuse. However, if child abuse is reasonably suspected, it must be reported to the appropriate child protective agency.

G. Post expectations of positive behavior throughout the school to communicate norms of socially appropriate behavior for classrooms, restrooms, yard, eating areas, and other school activities.

Staff Responsibilities

A. Model and enforce appropriate behavior by creating an environment where mutual respect, tolerance, civility, and acceptance among students and staff are promoted, and students understand that bullying and hazing are inappropriate, harmful, and taken seriously.
B. Be familiar with the indicators of and appropriate responses to bullying and hazing.
C. Communicate and reinforce positive behavior expectations and norms for classrooms, restrooms, yards, eating areas, and other school activities.
D. Discuss all aspects of the Bullying and Hazing Policy with students including strategies to prevent, respond to, and report bullying and hazing.

Student Responsibilities

Students are significant contributors toward creating a safe school environment. Students should:

A. Be safe, respectful, and responsible for their actions at all times, during, before, and after school, and during school-related events and activities.
B. Treat everyone with respect. Participate in school-wide efforts to celebrate diversity. Be sensitive as to how others might perceive actions or words.
C. Practice safe and respectful behavior while on-line and while using electronic devices. Behavior that causes a substantial disruption to school, even if it occurred during non-school hours, may be subject to disciplinary action, including suspension and expulsion.
D. Report bullying or hazing to Our School employee.
E. Never engage in retaliatory behavior or ask, encourage, or consent to anyone to retaliate on their behalf.

Responding to Bullying and Hazing

It is imperative that schools investigate to determine if the behavior meets the criteria of bullying and hazing, make efforts to prevent its recurrence, and provide appropriate responsive actions. The following procedures should be followed in addressing incidents:

A. Secure student safety.
B. Assure involved parties that allegations are taken seriously.
C. Obtain factual written statements from the involved parties and if appropriate, witnesses (see Attachments A and B, Bullying and Hazing Complaint Form).
D. Provide the Title IX Bullying Complaint Manager with copies of the complaint and supportive documentation.
E. Investigate promptly and thoroughly.
F. Develop an action plan to respond to and monitor the behavior. An Individual Student Safety Plan and the No Bullying and Hazing Contract are resources to assist in documenting agreements and interventions for the parties involved but are not required for all situations.
G. State Education Codes often stipulate that schools may respond to bullying that is created by electronic means (i.e., cyberbullying) that originated on or off of the

school site if the incident meets the impact criteria of bullying and can be reasonably predicted to have the effect of one or more of the following:

1. Reasonable fear of harm to person or property.
2. Substantially detrimental effect on physical or mental health.
3. Substantial interference with academic performance.
4. Substantial interference with the ability to participate in or benefit from school services, activities, or privileges.

H. For student misconduct related to bullying or hazing, document the investigation, interventions, and actions taken. Incidents that substantially disrupt school operations, or require additional resources or sustained monitoring should also be documented.

1. Confidentiality laws prohibit the sharing of information about a child to persons other than the custodial parents/guardians and authorized staff. The determination of findings and resolution must be documented and communicated to the complainant.

I. Monitor to ensure that the misconduct has ceased. If there is a possibility that the incident has not been resolved, document at least one follow-up within 30 days of the initial filing to indicate the status of the investigation and actions taken. Within 60 days, document how the incident has been resolved.

J. Targets and perpetrators of bullying and hazing may benefit from support to reengage with the school community. Interventions should be reasonable, fair, age-appropriate, match the severity and nature of the misbehavior and be paired with meaningful instruction and guidance.

K. Bullying, hazing or harassment that is based on the person's actual or perceived characteristics or association with any protected classes, may also constitute discrimination or a hate-motivated incident and must be investigated.

L. Peer-to-peer bullying typically does not rise to the level of suspected child abuse. However, if child abuse is reasonably suspected, it must be reported to the appropriate child protective agency.

M. The determination of findings and resolution must be documented and communicated to the complainant.

Monitoring and Evaluation

Data collection and analysis are critical tools that can inform efforts to create and refine school wide, classroom and individual student interventions to promote a positive school culture.

Resolution of Incidents of Bullying

Reported allegations of bullying must be investigated, monitored, and documented within 30 calendar days and resolved within 60 calendar days. "Resolution" means that an incident has been investigated and appropriate interventions have been taken to reasonably ensure that the specific behavior has ceased. A new incident should be regarded as a new report and investigated accordingly, unless it is determined to be a continuation of the initial complaint, in which case, the initial complaint could be reopened. The determination of findings and resolution must be documented and communicated to the complainant.

Confidentiality and Non-Retaliation

The reports and investigations of bullying or hazing shall respect the privacy of all parties to the fullest extent possible. Every effort shall be made to limit the distribution of information to those personnel who need to know within the confines of Our Schools' reporting procedures and investigation process. Our School will not tolerate retaliation against anyone who reports suspected bullying or hazing or participates in the investigation process. Confidentiality and non-retaliation requirements extend to all parties involved.

Step 1: The Verbal Report: All reports of Harassment, Intimidation or Bullying acts should be reported to the Center Director the same day the incident occurs when a school staff member, a contractor or a volunteer:

A. Personally witnesses an act of harassment, intimidation or bullying; or
B. Receives reliable information indicating that harassment, intimidation or bullying act occurred.

Parents, students and others also may make verbal reports.

Step 2: Parent Notification: As soon as possible following any verbal report of harassment, intimidation or bullying to the Center Director, the Center Director must inform the parents of all suspected student offenders and suspected student victims. Depending on the school's procedure and the facts of each incident, the Superintendent or designee might inform the parent by phone, letter, or some other form of communication. If it is appropriate to the situation, the Superintendent or designee may discuss the availability of counseling and other intervention services.

Step 3: The Investigation: One school day after receiving the verbal report, the Superintendent or designee must start an investigation of the act. The Superintendent or designee conducts the investigation.

Length of Investigation: The investigation should be completed as soon as possible. The Superintendent or designee will make every attempt to complete the investigation no later than 10 school days from the date of the report. During the investigation:

1. The Superintendent or designee might appoint other school staff to help with the investigation; and
2. The Superintendent or designee might administer discipline or take other steps under the Board of Director's anti-bullying policy or code of student conduct if the facts show there is enough information to do so.

Amending the Investigation Report (Depends on the Facts): If there is information related to the investigation that is received after the 10-school day deadline, the original results of the report may be amended to include the information. There is no deadline for making an amendment to the report. Excelsior would make a decision on the way to respond to the additional information, depending on the facts.

Step 4: Our School Actions: Based on the investigation report, the Superintendent or designee may choose to take any one of the following additional actions:

1. Impose discipline.
2. Provide intervention services.
3. Create training programs to reduce harassment, intimidation or bullying, improve school climate and make the school safer and more accepting of all students.
4. Order counseling; or
5. Take any other actions necessary to address the incident or reduce harassment, intimidation or bullying in the schools.

Step 5: Information to Parents: Within five school days after the results of the investigation are reported Excelsior must provide the parents with information about the investigation that is limited to the following:

1. The type of investigation that was conducted.
2. Whether or not the district found evidence of harassment, intimidation, or bullying; and
3. Whether or not discipline was imposed, or services were provided to address the harassment, intimidation, or bullying.

Limited Information and Student Privacy Laws: Due to student records and privacy laws and regulations, parents are only entitled to review their child's educational records; a parent is not entitled to view the records of other students. This means that parents are not permitted to receive the entire harassment, intimidation or bullying investigation report if it in any way would identify a student other than their own. If parents believe they are entitled to more information than has been provided by Our School, the parents may file a complaint with the Board of Directors.

Request for Reconsideration:

After receiving the information on the investigation, parents have the right to request a reconsideration by the Board of Directors, if they are unsatisfied with the investigation findings or any other actions taken by the school.

Bullying/Hazing Prevention – Parent's Response
What NOT to Do if You Believe Your Child is Being Bullied

It can be challenging to know the most helpful things to do and say if your child is being bullied. Some things a parent should not do include the following:

- Do Not encourage your child to harm or "get back at" the person who is bullying them – This could get your child hurt, suspended, or expelled from school or sent to court.
- Do not demand school officials contact the parents of the students who bullied your child – This might make matters worse by increasing the pressure on your child, increasing the bullying, or bringing about bullying from the parent. While ultimately school officials may be able to intervene, these matters can and should be resolved between the parents of the involved student(s).
- Do not demand or expect a solution right away – Indicate that you want to determine the best course of action, but need to be sure that your child is safe. Also, be aware that Our School only has so much ability to resolve the matter. Further, Our School is prohibited

from revealing information on the students who might be involved in the situation, including the disciplinary actions taken against other students. The law preventing school officials from giving you details on other students does not mean appropriate action has not been taken.

What to Do if Your Child is Bullying Others

Finding out that your child has bullied another person can be very difficult. Most often parents deny this is possible. The first step is to admit to yourself your child has behaved in this way. Some parents may have difficulty accepting this because they have not seen personally their child behave in this way. Some parents may be concerned that they will be blamed for their child's conduct. Despite these concerns, it is very important for parents to deal with their child's behavior. Bullying is not harmful just to the victims.

Signs that Your Child Might be Bullying Others

If your child behaves in one or more of the following ways, it might indicate that he or she bullies others. If you observe these behaviors, you might want to spend some extra time talking with your child about his or her behavior and schedule a conference to talk about your concerns with school staff:

- Teasing, threatening, or kicking other children.
- Being hot-tempered, hyperactive, impulsive or having a hard time following rules.
- Being aggressive toward adults.
- Acting tough or showing no sympathy for others.
- Being involved in other antisocial behavior, such as vandalism or theft; and
- Engaging in controlling or dishonest behavior.

Bullying Prevention

The most effective way to prevent bullying, whether inside or outside of school, is for parents, students, school staff and community members to cooperate in planning and acting to stop HIB. This part of the guide gives parents actions they can take in their home, the community and their child's school to prevent bullying any place it might occur.

Work Together with Your Child's School to Stop Bullying

There are many different actions parents can take to make sure their children's schools are correctly dealing with bullying. These actions include:

- Knowing Our School' anti-bullying and other policies – Taking the time to read the anti-bullying policy and code of student conduct will provide parents with an understanding of the steps the school must take when bullying takes place. Understanding the policies and procedures will help parents decide whether the matter is in fact bullying, whether the matter is better handled by the parents, rather than school officials, and if the school is to act, what action is appropriate.

- Being active in your children's educations – One of the best ways parents can protect their children at school is to take an active role in their education. Some ways parents can be involved with their children's schools include:

Attend parent-teacher conferences and contact your child's teacher regularly to stay updated on how your child is doing at school. Ask about what your child is learning, if he or she is having trouble with any schoolwork, and what you can do to help.

Make an appointment with the principal if you have concerns with school policies.

Take Action to Help Stop Bullying

Before children begin to attend school, they learn to interact from behaviors they observe in their homes and communities. Research reports indicate that the success of any bullying prevention program is 60% based on whether the same types of approaches are used in the home. Some ideas for parents to use to help to stop the cycle of bullying include:

- Build empathy – Encourage empathy by teaching your children about the struggles all human's face, including pain, rejection, and misunderstanding. Help your children to understand the common human experience and to understand and accept all people, especially those who may look, speak, act, or seem different from them.
- Teach respect – Teach respect for differences among people. Discuss the subjects of hate, prejudice, and intolerance, and help your children learn about others who are different from them.
- Be a role model – Behave the way you want your children to behave. Being patient and respectful is one of the most effective ways to show your children how to be patient, understanding and respectful of the rights of other individuals or groups. Children who hear adults using hurtful or "put down" words to describe people, groups, or things that they do not like, will use the same language. This includes children who hear their parents using negative words to describe their children's friends, their friends' parents, their children's teachers, or school administrators. Remember parents, some conversations are not meant for your children to hear. Further, children who see their parents posting negative comments about friends, family, or their teachers or school administrators will understand that behavior is acceptable.
- Show interest in your children's life and be an empathetic listener – Show your children that you are interested in learning about their hobbies and ordinary activities. Ask about their days at school and their schoolwork, not just grades. Make it clear to your children that you want them to be happy, and that you accept and love them as they are. Encourage open communication. This does not mean encourage them to victimize themselves. Not every negative situation is bullying or conflict.
- Actively supervise your children – Active supervision helps to set clear, reasonable, consistent, and age-appropriate rules and guidelines for your children. Clearly explain how you expect your children to behave and be consistent in how you handle bullying that takes place inside and outside of the home.

- Know your children's friends – Meet your children's friends; get to know them and their activities. Get to know the parents of your children's friends. Your children's friends and activities can have a major effect on their behavior and how they relate to others.
- Become involved in your community – Learn what is happening in your community. The behavior of people in the community may affect how your children behave. You can help stop the cycle of bullying by becoming involved in community activities and taking steps to ensure it is a safe and supportive environment. These steps can include communicating regularly with public safety officials in your area, and asking your neighbors to keep an eye on your children and to report any incidents of harmful or unlawful behavior. These steps do not include bullying other children or their parents.

Encourage positive problem solving – Discourage verbal and physical revenge by telling your children that this type of behavior is unacceptable. Encourage your children to solve conflict with words and not with physical or verbal abuse. Suggest they walk away from difficult incidents and talk to an adult for guidance.

- Ask questions – Ask your children questions about the way they handle social situations to determine whether they are being bullied or are bullies. Ask school staff about things they see in your children's social relations to help confirm whether there is need for concern. Be mindful of rewarding reporting false information. Children who feel they are earning respect or attention from parents by reporting bullying, even when it is not happening will only serve to perpetuate false allegations.
- Disapprove of bullying – Send a clear message that bullying behavior is unacceptable and will not be tolerated. Teach your children not to laugh when other children are being bullied, not to take part in bullying and not to support bullies.
- Teach your children to be "upstanders," rather than bystanders – Stopping the cycle of bullying involves teaching your children to be "upstanders," instead of being bystanders. Bystanders are people who watch bullying, including cyberbullying, and who do or say nothing to stop it or help. When bystanders do nothing, they are sending a message to the bully that they accept bullying. Upstanders are people who take some action when they see bullying. Below are some actions you can suggest to your children that will prevent them from acting as bystanders and help them be bystanders.
    - Do not laugh or encourage the bully in any way.
    - Stay at a safe distance and help the target of the bullying get away.
    - Do not give the bully attention and support by watching.
    - Reach out to the victim in friendship.
    - Support the victim in private.
    - Include the victim in some of your children's activities.
    - Tell an adult; and
    - Only take actions that are safe.

If your children take these actions, they can take an active role in stopping the bullying of others. Practicing these situations with your children can increase the chances they will act as "upstanders."

Bullying Prevention Activities Parents and Children Can Do Together

There are many specific activities parents can use to help their children develop empathy, respect for others and positive problem-solving skills, including the following:

- Perform community service – Participating in community service with your children can help them to better understand people of different backgrounds, abilities, ethnicities, ages, educations, and income levels. For example, research reports show that students who participated in service activities were more likely to treat each other kindly, help each other and care about doing their best. Consider having your children volunteer with an organization that focuses on servicing certain groups that are commonly misunderstood or harassed by others.
- Watch films that discourage prejudice – Watching films with your children on the harmful effects of racism, homophobia, sexism, and other forms of prejudice throughout history can help your children develop empathy and discourage them from bullying others. Watching these films may help children who have been bullied to identify with other groups that have been mistreated. Films on the civil rights movement may be useful. Many films that address these issues can be found at the public library.
- Read books or other literature that discourage prejudice – Similar to watching films that address the prejudice many groups have faced, reading books on this topic can help your children develop empathy and discourage them from bullying others. Books that deal with prejudice should be available at the school library and in the public library.
- Visit museums and attend educational events on social issues – Taking your children to museums or educational events with exhibits that focus on social issues, such as poverty, civil rights, and prejudice, can help your children to better understand the lives and struggles of others. Conducting an online search of museums and exhibits in your city or town may help to find some of these activities in your area. Many local community organizations, governments and public universities also regularly hold panels, workshops and other events on past and current social issues that are open to the public.
- Keep your family up to date on current events – Watching the news, reading the newspaper and engaging in other activities that help your children stay up-to-date on current events can have many benefits. Talking about the events and discussing the behavior seen can help to teach the behavior you want to see from your children. These activities can help them to better understand the effects their decisions have on themselves and others and can help your children become more empathetic and open to developing relationships with children that are different from them.

School-Wide Dress Code

At Excelsior, we are preparing students to be successful adults. While at school, or any school event, students are in training for the adult world. As such, Excelsior is not the place for "fashion statements". Students are expected to exercise good judgment regarding their attire and grooming so as not to disrupt the educational environment and to establish a healthy school climate. Students' attire should be neat, clean, and appropriate for the school setting.

General Guidelines: Inappropriate apparel includes clothing that compromises safety or is disruptive and/or distracting to the school environment and instructional process. The Board is committed to protecting the health, safety, and welfare of the students and the Board believes that appropriate dress and grooming contribute to a productive learning environment.

Pants/Shorts/Skirts

- No sagging. Boys must wear their pants ***above the hips***. Girls must wear their pants at or above the hips.
- Pants must fit appropriately around the student's waist and may not be excessive in size, excessive being more than one size larger than the student should wear.
- Pants may not extend below the sole of the shoe and drag the floor.
- All pants must fit so that no underwear is visible.
- The bottom of all skirts, dresses and shorts must measure no higher than five (5) inches above the top of the kneecap. The wearing of leggings, pantyhose or tights does not exempt you from this requirement.
- Holes/rips in jeans cannot be any longer or wider than 2". Rips/holes can only be in the legs of the jeans no higher than 5 inches at the top of the kneecap. Leggings or other garments must be worn underneath so that skin is not showing.
- Leggings cannot be worn alone. Leggings can only be worn underneath skirts, shorts, and pants that meet the dress code requirements (Skirts, shorts and pants must still meet the above requirements).

Shirts/Tops

- All shirts/tops must be of a substantial material that does not reveal skin.
- No shirts/tops that reveal student's undergarments and are intended to be worn as undergarments.
- Shirts/tops must be long enough to tuck in and stay tucked in while standing and sitting.
- Excessively long and baggy shirts are not allowed. Baggy shirts are shirts that are two sizes larger than the student should wear. Long shirts are shirts that extend beyond the student's wrist or mid hand when the student is standing straight up with arms extended downward.
- Tank-tops must be at least 2" wide on shoulders. Shirts must cover shoulders.
- No low-cut necklines that reveal cleavage.

Shoes

- All shoes must be tied/buckled/strapped at all times.
- Thongs, flip-flops, slippers, and shoes with no backs are not acceptable.
- Shoe heels are not to exceed 3" in height.

Head Accessories

- No do-rags, bandanas, combs, or headbands allowed.
- Hats must be worn with the front or bill of the hat facing forward.
- No hats or beanies shall be worn in any classroom or other indoor location.

Other Considerations

- Jewelry and other accessories that are a safety hazard such as wallet chains, spiked/studded jewelry, rings with protruding objects, or large belt buckles, etc., are not allowed on campus.

- No visible tattoos or excessive piercings allowed.
- No excessive makeup or perfume/cologne. Remember that some people are allergic to the chemicals in perfumes and makeup, so wear these substances in moderation.
- No sleepwear of any kind may be worn on campus.
- No trench coats, dusters, or oversized coats/jackets.

Student free speech rights shall not include the wearing of clothing, buttons, armbands or other accoutrement that signify or are related to gangs, gang membership or gang activity as provided by Education Code 35183, or are obscene, libelous or slanderous, or incite students as to create a clear and present danger of the commission of unlawful acts on school premises, or which result in the substantial disruption of the orderly operation of the school.

As gang attire/paraphernalia/symbol is constantly changing it will be at the discretion of the site administration to make the determination of what is appropriate.

Review Process: The Board recommends that this dress code should be regularly reviewed, preferably by a committee of students, faculty, parents, and administrators prior to presenting it to the Board for approval/changes.

Sun Protective Clothes: This dress code allows students to wear sun protective clothing, including hats, as long as they comply with all the provisions of this dress code.

Prohibited Conduct and Sanctions: Students who repeatedly violate the School Dress Code may be subject to discipline, including suspension and expulsion from School. Any person who is deemed to be in violation of this dress code by any Excelsior staff member will be required to correct the violation in order to be admitted to, or to remain on campus. The first two violations will be considered Level I violations according to the discipline matrix in the student handbook. Subsequent violations will be deemed Level II violations.

Procedures for a Safe Ingress and Egress from School

Student ID Cards & Lanyards Policy

Students are required to always wear their ID cards on campus for safety purposes. Students are responsible for bringing their ID and lanyard anytime they are coming on campus, including Mondays.

Front of School/Parking Lot

Students with a first period will be able to enter campus at 8:10 AM. Students will not be permitted on campus after 3:00 PM. In accordance with the Excelsior Student/Parent Handbook, students waiting in the front must be picked up by a parent/guardian or approved contact within 15 minutes. Students are not permitted to wait in their cars or loiter in the parking lot in accordance with VVC Police policies.

Scooters and skateboards must be locked up outside of the campus. These items will not be kept in the office or classrooms.

Parking Permits

Excelsior provides one parking pass per family issued on an as needed basis. In addition, Excelsior will provide one pass per licensed Excelsior student. This pass is good for the school year and only for the Excelsior lot and when events occur at the Excelsior soccer field. Parking permits must be

displayed in accordance with the VVC Police guidelines. If lost, parking permit replacements will cost $5.00. If families need an extra permit, please check back after six weeks and additional passes will be issued as available.

Closed Campus Policy

Excelsior strives to provide students with the safest possible environment for learning. With that in mind, we have a closed campus policy. All students must swipe in when entering campus and swipe out when leaving campus. Students may not leave campus apart from their scheduled departure time, with the exceptions of students dually enrolled in college classes and students being picked up by a parent/guardian.

Ingress

Keep all students safe by dropping off students in the official lane, located closest to the school.

- Students will enter the gate closest to Building B, so all cars will need to pull completely forward in the drop off lane.
- Please do not stop in parking lot traffic lanes to drop off students, this is dangerous.
- Park following Victor Valley College's policies.
- Use the crosswalk when crossing the parking lot traffic lanes. Excelsior staff and security will be available before school and during peak traffic hours to assure student safety and enforce drop-off policies.
- Parking lot and traffic violations in front of Excelsior will be cited by Victor Valley College Police.
- Parking passes are required; please schedule an appointment to collect a pass from the Excelsior staff.
- The use of metal detectors will be implemented as students enter the campus throughout the day and for afterschool events.

Backpacks

Students should NOT bring the following items to school:

- Permanent Markers, Glass Bottles, Tobacco, vape, or drug paraphernalia, Pepper Spray, Gum, Sharp Objects, Weapons, Speakers, Medication (not approved by front office)
- Other restricted items - Footballs or sports equipment of any kind.

Elevator Use

Students who need to use the elevator must contact the front office staff for a permission slip. Students must always keep this slip on them while on campus. Parents/guardians may use the elevator when on campus. Students may use the elevator with a permission slip, or when accompanied by their parent/guardian or Excelsior staff member.

Egress

Keep all students safe by picking up students in the official lane, located closest to the school or parking and utilizing the crosswalks.

- Students will exit through the North or South Gates
- Please do not stop in parking lot traffic lanes to pick up students, this is dangerous.

- Park following Victor Valley College's policies.
- Use the crosswalk when crossing the parking lot traffic lanes. Excelsior staff and security will be available before school and during peak traffic hours to assure student safety and enforce pick-up policies.
- Parking lot and traffic violations in front of Excelsior will be cited by Victor Valley College Police.
- Parking passes are required; please schedule an appointment to collect a pass from the Excelsior staff.

Truancy

Between the hours of 8:00 a.m. and 4:00 p.m. students should not be out in the community without a parent. Students who fail to show for an appointment with their facilitator and are not current with their attendance, are considered truant. Ditching Students are expected to follow the planned on-campus schedule as determined by the educational team. Failure to meet this requirement can result in removal from all on campus classes and activities. It is the responsibility of the parent to excuse a student from class/classes prior to the scheduled class time. Ditching is considered a violation of school rules.

Procedures to Ensure a Safe and Orderly Environment

The Social Climate

Excelsior Charter School strives to ensure a safe environment for learning. Our mission is, "Together, preparing students to be successful adults."

Goal

Excelsior School Staff will be strategically assigned to roles and trained to perform effectively in those assigned roles during the different types of emergencies (Earthquake, Safeguard, Lockdown, and Fire): By June 2025, Excelsior School Staff will be trained on how to effectively carry out their assigned roles during an emergency situation or drill. This includes but not limited to the following: effectively clearing a classroom, assisting hansicapped students and staff with the proper equipment, and provide proper aide to hurt students or staff at different degrees.

Baseline Assessment

The district recently adopted the standardized language used by the county for emergency procedures. Staff and the school community needs to learn this new verbiage.

Strategy 1

By March 26, 2025, staff will attend Professional Development hosted by the Victor Valley College Emergency Services personell.

Strategy 2

By March 2025, at Coffee with the Principal, the Safety committee and principal will share with parents the types of emergency drill conducted at Excelsior during the school year and the definition of each emergency.

Strategy 3

By May 2025, staff will be trained on the procedures for each type of emergency and the roles of the Emergency Response Team.

Assessment 1.1
Training as evidenced by sign-in sheets

Assessment 1.2
Increase in perceived knowledge as based on pre-post assessments during trainings.

Assessment 1.3
Emergency drills are implemented with after-action reports completed.

People

School Resource Office (SRO)
Excelsior Victorville will maintain a full time SRO on campus for the 2024-2025 school year. Backpack Searches: The Victorville Administration and Security Officers may conduct backpack searches when there is reasonable suspicion or probable cause. We may also conduct schoolwide backpack searches to maintain the safety of our campus. Parents will be notified by the end of the school day when student backpacks have been searched. Please refer to the Excelsior Student and Parent Handbook for a list of items prohibited from campus.

School Nurse
Our School Nurse maintains all student information on student allergies. Personnel will immediately refer any student experiencing an allergic reaction to the health office. A list of student allergies, medications, and appropriate personnel to distribute these items will be sent with teachers on field trips.

Security/Proctors
The Victorville Campus has an active video surveillance system to monitor and review student conduct to ensure the safety and well-being of all students. Additionally, professional certified Security Officers, as well as campus proctors, will be on campus to enforce, and monitor expected and safe behavior.

The Custodial and Maintenance Personnel
The Custodial and Maintenance Personnel are responsible for ongoing maintenance and inspection of school facilities, which includes checking for loose items, leaks, unsafe equipment, and plumbing problems. The custodian immediately removes or covers unsafe equipment until facilities personnel arrive.

Parent/Guardian/Visitor Sign in
Excelsior's top priority is the health and safety of our students, parents, and staff. Visitors wishing to come to campus must have a pre-scheduled appointment. Excelsior maintains a safe and orderly learning environment for all students. In order to, maintain our safe campus, all visitors must provide a government issued photo ID when checking into the front office. This ID is entered into our Raptor Visitor Management System to track visitors and to ensure that registered sexual offenders are not entering our campus. All visitors must wear the visitor badge during their entire visit to the campus and return the badge to the front office at the end of their visit. For more information on the Raptor system, visit www.raptortech.com. Visitors may be denied entry based on Administrator discretion. Visitors must follow the Board Policy to observe classes.

All volunteers must have a clear TB test. Parents who volunteer are required to be fingerprinted.

Programs

PBIS

A school-wide discipline plan has been developed and is supported by all classrooms. This process is continually reviewed and refined by the PBIS committee.

We have established three fundamental school wide rules:

- Be Safe,
- Be Respectful and
- Be Responsible.

Teachers review school policies and procedures are discussed during the first week of school. The staff is fair and consistent in enforcing the school rules, and all students have a sense of ownership in actively supporting the school rules. Our 5 Star program reinforces our PBIS expectations.

5 Star Program

Teachers communicate their classroom expectations to students and parents. Recognition of positive student behavior is an important part of the school year. Individual positive student behavior is rewarded with 5-star points also known as "Eagle Bucks" which can be redeemed at the 5 Star store.

Parent and Family-Based Interventions:

Excelsior Charter School can provide resources for Tiny Eye, Care Solace, and DMCC counseling upon request.

Digital Citizenship

Central Office hosts an annual Cyber Cop Safety Training covering cyber bullying for all students at the beginning of each school year.

The Physical Environment

- Security cameras provide coverage for lobby, quad and entrance of campus.
- Apple Valley Communications monitors an alarm system that protects all windows and doors that enter the campus.
- All windows are fitted with security films to harden the windows against extreme threats.
- Furniture is organized in a manner that does not prohibit the quick evacuation of staff and students when necessary.
- Trash receptacles are organized in a manner that does not prohibit the quick evacuation of staff and students when necessary.
- Crisis numbers are printed on the back of all student ID badges.
- Front office personnel have access to a silent alarm panic button that immediately contacts and dispatches local law enforcement.
- School site tests alarms yearly to ensure functionality.
- The school's maintenance department have taken steps to ensure that all furniture is adequately fastened to the walls to prevent movement during earthquake/disaster.
- Front entrance door and all gates are fitted with a magnet lock system that can lock down the campus at any given moment as needed.

- The Assistant Principals Office is fitted with secure door and locks to ensure a safe retreat from potential threats for students and staff.
- The School District uses an internet filtering system to ensure safe content for students.
- All doors are secured with locks and an audible alarm system to prevent outside intrusion during non-business hours.
- Staff has access to digital communication to mass contact parents via phone/text message.
- All rooms are fitted with fire sprinklers.
- Chair lift systems are located in the stairwells to ensure safe evacuation from the second floor.
- Repairs to lighting, electrical outlets, and/or other learning/safety-related equipment issues are reported immediately and will be prioritized and acted upon as soon as possible.

Safe & Clean Restrooms
Excelsior has three sets of restrooms for students. The restrooms are checked throughout the day for cleanliness and safety concerns. Any unsafe or unclean conditions are corrected promptly. There are two sets of staff restrooms that are cleaned and checked daily. Gender Neutral restrooms are available on campus.

Victor Valley College Campus
Excelsior students are not allowed on VVC's campus unless they are a VVC student. Discipline for any student found trespassing on VVC's campus will result in immediate disciplinary action up to and including suspension.

Heat Advisories
Any students experiencing heat-related dehydration, cramps, or nose bleeding will be referred to the Health office.

Rules and Procedures on School Discipline

Discipline Guidelines

At Excelsior we believe that students require a safe and orderly environment to learn. Providing that environment is the responsibility of every staff member on our campus. At the same time, we are preparing students to be adults. We expect students who come to campus to not simply comply with the rules, but to actively support and promote a safe and orderly environment.

Every person on the campus, staff, students and parents included, is expected to treat others as individuals with dignity, respect and sympathy in order to promote the achievement of each student's personal best. Students who take up this mandate are no longer focused on the rules and consequences; rather they are focused on maintaining the values of the Excelsior culture. They take pride in their school, and it is reflected in their actions. This is the sign of a mature student, one who is ready for the adult world. Of course, there are students who are still working their way towards that maturity and require some clear rules and consequences as set forth in the following guidelines:

Searches
A student's person (e.g. jacket, pockets, hems, cuffs, socks, etc) and/or personal effects (e.g. backpack, purse, fanny pack, etc.) may be searched if a school official has reasonable grounds for suspecting that

the search will turn up evidence that the student has violated or is violating either the law or Excelsior rules and regulations, including, but not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in school rules or regulations. These materials include, but are not limited to weapons, drugs and/or drug paraphernalia.

A search shall be conducted by a designated and authorized Search Team Member as defined by this policy. Said search shall occur only when the reporting school official has stated articulable facts which support the school official's reasonable suspicion that a search is justified. Articulable facts are such which would lead a person to believe that a student had violated a school rule or the law. The facts should also indicate that a school rule or law was broken. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch. Safeguards within this policy will be implemented in order to assure individual's reasonable expectation of privacy is not subject to the discretion of the official in the field.

Any search of a student and/or their personal effects shall be conducted by a Search Team Member of the same gender as the student or the same gender by which the student identifies, and in the presence of another adult witness. The extent or scope of the search shall be reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the pupil and the nature of the infraction. For example, if a school official has reasonable suspicion to believe that a student has on his or her person an item imminently dangerous to the student or others, a more intrusive search of the student's person may be conducted.

In no case shall a strip search be conducted by school officials. These types of searches are prohibited by law and require a student to remove or arrange some or all of their clothing, and undergo the inspection of parts of the student's body.

A search of a group of students where no particular student within the group is suspected may be conducted only if there is reasonable suspicion of conduct imminently dangerous to students, others or school property.

Video Surveillance

Excelsior facilities may employ video surveillance equipment.

Closed Campus Policy

Excelsior strives to provide students with the safest possible environment for learning. With that in mind, we have a closed campus policy. All students must check out in the office when leaving campus during the school day (8:00 a.m. and 4:00 p.m.). Students may not leave campus apart from their scheduled departure time, with the exceptions of students Dually enrolled in college classes and students being picked up by a parent/guardian. Parents, however, may choose to allow their child to leave and return to campus during the day if they have a break in their on-campus schedule. Parents must sign an off-campus permission slip and have it on file with their facilitator. Parents choosing to

allow their child to leave and return to campus during the day waive Excelsior's responsibility to provide supervision during that time frame.

Rules

Loitering

Students who have completed their school day on campus are to check out at the front office. Students should leave or be picked up no more than 15 minutes after checking out. Students will be waiting in designated areas after 15 minutes of waiting in front of the school. Students will be considered loitering if not in their designated areas or where their schedule designates. The parking lot is an extension of the Excelsior Campus; therefore, all school rules apply to this area as well. Loitering is a violation of school rules.

Cheating

Cheating on an assignment or test spoils a student of any inherent value of the assignment or test. In addition, cheating may unfairly affect other students by changing a grading scale or curve. The choice to cheat on an assignment or test may reflect more serious academic issues including fear of failure, an outside of school schedule that prevents the student from completing work, and/or incorrect class placement. Whatever the cause, students who engage in cheating compromise their integrity, dignity, and self-worth. All assignments should be considered individual unless specifically stated by the facilitator as otherwise.

Cheating includes:

- Exchanging assignments with other students, whether you believe the assignment will be copied or not.
- Using any form of assistance during tests or quizzes without the expressed permission of the instructor.
- Giving or receiving answers during tests or quizzes. It is the student's responsibility to secure his or her own paper, thereby removing the opportunity for another to copy
- Taking credit for group work when you have not contributed an equal or appropriate share toward the result.
- Accessing a test or quiz to determine the questions prior to the administration of the test
- Making/Distributing/Possession of any test materials

Plagiarism

The ability to present thoughts and ideas clearly and coherently in a written form is a cornerstone of academic success. Plagiarism prevents students from developing the skills necessary for academic competence. Additionally, it prevents the instructor from providing appropriate feedback and assessment to assist the student in correcting any deficiencies in his or her writing. All assignments must be written in the student's own words. Quotations, thoughts and ideas taken from another's writing must be given appropriate credit in the paper.

Plagiarism includes

- Taking someone else's assignment, or portion of an assignment, and submitting it as your own.

- Submitting material written by someone else, or rephrasing the ideas or thoughts of another, without giving the author's name and/or source.
- Presenting the work of someone else, including tutors, friends, parents, or siblings, as your own.
- Submitting purchased papers, in whole or in part.
- Submitting papers from the internet as your own, in whole or in part.
- Supporting plagiarism by providing your work to others, whether you believe it will be copied or not.
- Self-plagiarism, reusing your previous work.

Forgery

There are many times when a parent or legal guardian must sign school documents. Some documents become part of the official school record, and some are returned to individual faculty members. It is vital that every document possesses a valid signature. Forgery places a student in the position of having his or her integrity questioned, not just in the specific incident, but also in any situation that requires trust. Any documented incidents of forgery will be dealt with as described above.

Public Display of Affection (PDA)

Students are expected to conduct themselves within the limits of common sense and propriety. With the exception of holding hands, displays of affection involving bodily contact between students such as kissing, sitting on laps, or any other types of physical displays of affection (except as mentioned above) are not acceptable on campus. Show your affection by demonstrating respect for your special friend.

Low and High Level Referral Procedures

Level I Violations

Administration has the authority to review and modify all disciplinary decisions on a case by case basis.

- Failure to bring student ID
- Failure to always have student ID visible on your person
- Tardy
- Ditching
- Violation of any Classroom Rule/School Rule
- Dress code violations
- Profanity or vulgarity
- Lack of appropriate materials
- Leaving school grounds without permission/no off-campus permission slip
- Loitering/Trespassing

Level II Violations
Administration has the authority to review and modify all disciplinary decisions on a case by case basis.

- Cheating/Plagiarism
- Verbal altercation with another student
- Possession or use of tobacco or any tobacco paraphernalia
- Possession or use of vape or any vape products
- Improper, abuse or dangerous use of school equipment
- Misrepresentation, lying, forgery
- Interfering with disciplinary proceedings

Level III Violations

- Bullying/intimidation/harassment/threats
- Physical altercation with another student
- Verbal altercation with a staff member
- Possession/use of or intent to sell alcohol, drugs, tobacco
- Vandalism/intentional damage or defacing of school property
- Gang activity including massing together with the intent to disrupt or intimidate, or when one has reason to believe that such conduct will arouse fear, alarm, resentment, anger, hostility, or violence.
- Theft
- Sexual harassment
- False reporting, false fire alarm, false 911
- Possession / use of destructive device or dangerous instrument

Level IV Violations

- Physical altercation with a staff member
- Brandishing a weapon
- Sexual assault

All administrative disciplinary responses for level 3 and level 4 violations will be made in compliance with education code 48900 and 48915. Responses to all violations not listed with the exception of mandated responses as identified in education code 48900 and education code 48915 are at the discretion of Excelsior administration.

Assessment of School Crime Data

Suspensions

During the 2023/2024 school year, there was a total of 44 out-of-school suspensions. The majority of the violations (23) stemmed from students trying to harm others. Students that are in crisis are referred for additional support and as a school, we partner with our School Resource Officer, Victor Valley College Campus Police Department, Local Sherriff's Department if needed, parents, teachers, staff, and our PBIS committee. During 2022/2023 school year, there was a total of 35 suspensions.

In the 2021/2022 school year, there was 21 total suspensions. This school year, we have increased campus safety staff as a preventative measure. The implementation of 3 new proctors, in addition to 2 Safety officers, and our School Resource Officer provide on campus safety and support. At the time of this report, we have seen a decrease of our highest offences: on campus fights decreased by 75% and on campus marijuana/alcohol use has decreased by 85%. Although our school has increased overall suspension rates, we are expanding suspensible offences to include vandalism and bullying in an on-campus initiative to improve the feeling of student safety. With the incorporation of school-wide rules/expectations, PBIS team, 5 Star students rewards, Safety assemblies, we are actively working toward our goal of decreasing our suspension numbers over the next three years.

Expulsions

Excelsior is a safe place to attend school. All Excelsior staff work together to prevent problems by teaching students the appropriate behaviors expected on campus and hold students accountable for upholding the expectations. In the 2023/2024 school year, two expulsions were reported.

Chronic Absences

In the 2023/2024 school year, the Excelsior Charter School Board approved a new policy to re-engage students. The policy was implemented August 21, 2023, and revised for the Victorville campus Dec 4th, 2023. This policy aims to offer increased interventions and supports for students students in danger of chronic absenteeism with the goal of reconnecting them to their academics.

Law Enforcement Calls for Service.

At times, there is a need to partner with the VVC Campus Police Department to address campus safety issues. It is not our goal to involve the Local Police Department on minor student or parent-related issues. When the need arises, VVC Campus Police, and the San Bernardino County Sherriff's Department have been responsive partners to Excelsior.

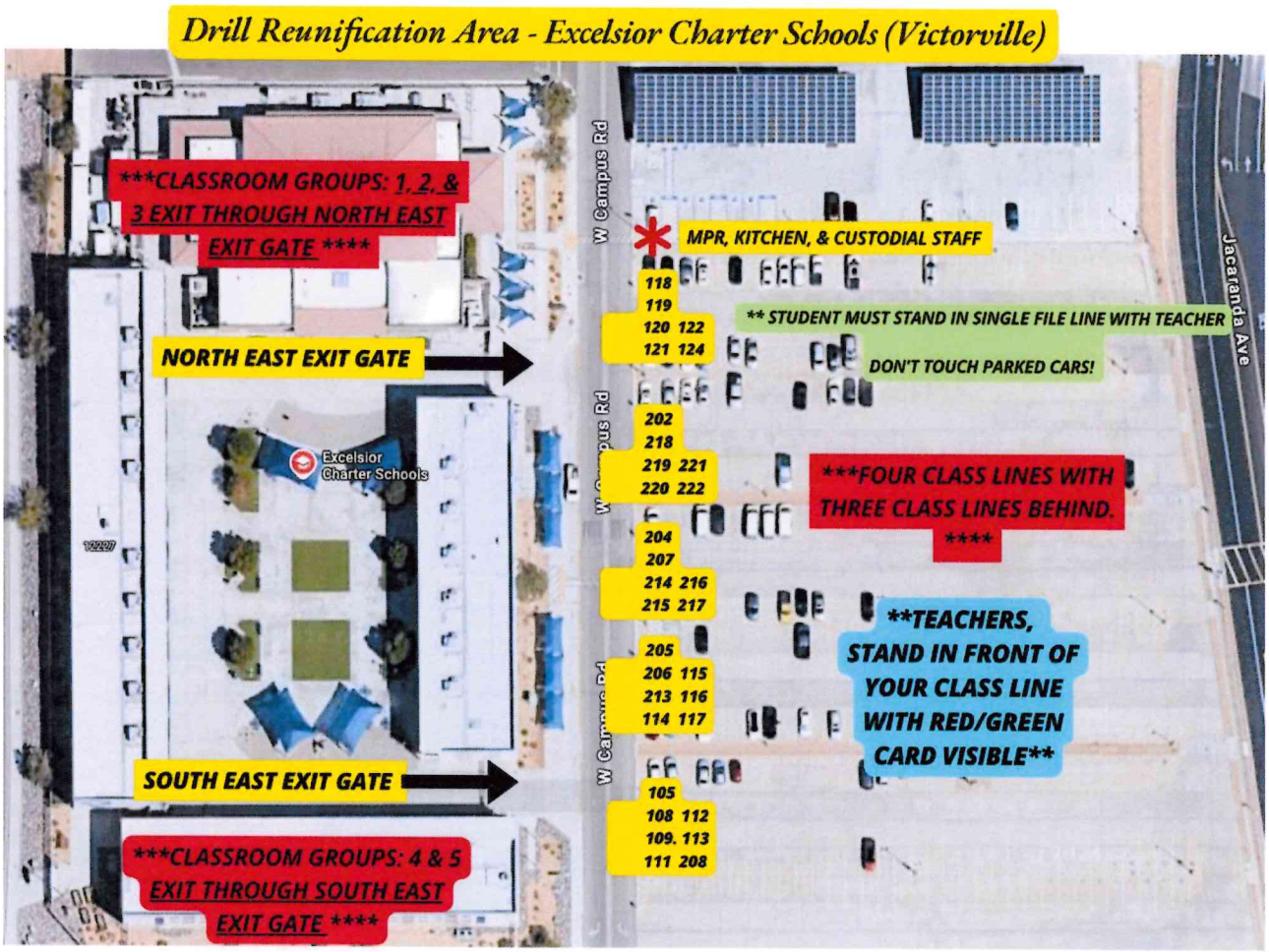
Other Data

After reviewing the data from www.meganslaw.ca.gov/, there are 26 sex offenders within a 2 mile radius from our campus. Due to the high number of sex offenders in the area, gates that provide access to the school must remain magnetically locked during school hours and locking of the gates occurs when the morning school bell rings. Gates will be unlocked 5 minutes before dismissal times. All classroom doors also remain locked during the school day.

Appendix A (Non-Emergency Numbers)

- VVC Campus Police Officer Franko (760) 910-3633
- Sherriff Dispatch: (760) 956-5001
- Victorville Sherriff: (760) 241-2911
- Fire Station: 314 (760) 955-3194
- CPS: (909) 384-9233 or (800) 827-8724
- Crisis Response Team: (800) 398-0018 or (909) 430-0560

Appendix B (Reunification Area)



Appendix C (Campus Duty Assignments)

Duty Assignments:
Proctors: Jimmy (Proctor) open North Grate, Ismael (Proctor) open South Gate and monitor students at the gate reminding them to walk towards the reunification area
CSO's: Stand in driveway and assist student crossing into parking lot
Kim Finch: All call and Track Building "All Clears" and monitor times (stand in front of Aisle 3)
Cassandra/Madelyn: Take staff attendance for IS, Zoom, Counselors, SPED (stand in front of Aisle 3)
Front Office staff:

- Rita grab student contact data,
- Kerry account for classroom numbers in Parking Lot aisles 1,2,&3 and report to Cassandra/Madelyn
- Luz account for classroom numbers in Parking Lot aisles 4 & 5

Fernando: Walk through lower A Building with Key "ALL CLEAR LOWER A BUILDING" on Radio (bathrooms included)
Amanda: Walk through upper A Building with Key "ALL CLEAR UPPER A BUILDING" on Radio (bathrooms included)
Counseling: Check in with Cassandra/Madelyn and supervise back lines of parking lot aisles 1 & 2

- **Deborah:** Walk through upper B Building with Key "ALL CLEAR UPPER B BUILDING" on Radio (bathrooms included)
- **Matt:** Walk through lower B Building with Key "ALL CLEAR LOWER B BUILDING" on Radio (bathrooms included)
- **Rita:** Walk through upper C Building with Key "ALL CLEAR UPPER C BUILDING" on Radio (bathrooms included)
- **Daniel:** Walk through lower C Building with Key "ALL CLEAR LOWER C BUILDING" on Radio (bathrooms included)

Zoom/IS Teachers: Monitor 3 C building stairwells: Jessica south C, Chris Jaquez middle C, Taylor Stapleton, North C. Once your stairwells are clear, report to Cassandra/Madelyn and then monitor the students in back of parking lot aisle 3,4,5.

Teachers (In Person): Take rosters and red/green cards. Once you take roll for your class, stand with your Green/Red card at the front of your class line.

SPED & IA's: Check in with Cassandra/Madelyn & then stand in parking lot Aisles 1 & 2.

Custodial/Maintenance: Make sure large gates are open and clear MPR, check in with Cassandra/Madelyn stay in parking lot area 1

Kitchen & MPR Staff: check in with Cassandra/Madelyn stay in parking lot area 1

Appendix D (Proctor Duties)



Proctor Schedule and Duties

Start time 8:00AM Check in at front office get Walkie and Vest; in Position by 8:05AM

Proctor Duty A	Proctor Duty B	Proctor Duty C
8:00 – 9:30 QUAD AREA & Building C Level 1	8:00 – 9:30 Building B & C Level 2	8:00 – 9:30 Building A & B Level 1 (Girl's RR)
9:30 – 10:30 Building B & C Level 2	9:30 – 10:30 QUAD AREA & Building C Level 1	9:30 – 10:30 Building A & B Level 1 (Girl's RR)
10:30 – 11:00 Proctor Lunch	10:30 – 11:30 Building B & C Level 2	10:30 – 11:00 QUAD AREA & Building A Level 1 (Girl's RR)
11:00 – 11:30 QUAD AREA & Building C Level 1		
11:30 – 12:00 MPR -LUNCH	**11:30 – 12:00 Student LUNCH Building C Level 1 (Boy's RR)**	**11:30 – 12:00 Student LUNCH Building A – (Girl's RR)**
12:00 – 1:00 Building B & C Level 2	12:00 – 12:30 Proctor Lunch	12:00 – 1:00 Building A & B Level 1
	12:30 – 1:00 QUAD AREA & Building C Level 1	
1:00 – 2:00 QUAD AREA &	1:00 – 2:00 Building B & C Level 2	1:00 – 1:30 Proctor Lunch
		1:30 – 2:00
Building C Level 1		Building A & B Level 1
2:00 – 3:30 Building B & C Level 2	2:00 – 3:00 Building C QUAD AREA & Building C Level 1	2:00 – 3:30 Building A & B Level 1

****If a student is hurt or being harmed, STAY NEAR STUDENT and radio immediately.

Fight: *"Front office, we have a 415 at (say location)" (Repeat)****

Emergency: *"Front office, we have a 902 at (say location)" (Repeat)*



Student Calendar

2025-2026 Excelsior Student Calendar - 177 days

July 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July — **Student Days: 0**

4 Independence Day

1-31 Summer Break

August 2025

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August — **Student Days: 15**

1-11 Summer Break

11 First Day of School

September 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September — **Student Days: 21**

1 Labor Day

October 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October — **Student Days: 18**

13-17 Columbus Day/ Fall Break

November 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November — **Student Days: 14**

11 Veterans Day Observed

24-28 Thanksgiving Break

December 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December — **Student Days: 15**

19 Non-Campus day for students

22-31 Winter Break

January 2026

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January — **Student Days: 19**

1-2 New Year's Day/ Winter Break

19 Martin Luther King Jr. Day

February 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

February — **Student Days: 18**

13 Lincoln's Birthday Observed

16 President's Day/ Washington's B'day

March 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March — **Student Days: 22**

23-27 Spring Break

April 2026

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April — **Student Days: 16**

3 Good Friday

May 2026

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May — **Student Days: 19**

25 Memorial Day

28 Last Day of School

June 2026

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June — **Student Days: 0**

1-30 Summer Break

19 Juneteenth Holiday

Revised 4/2/2025



Student Handbook

EXCELSIOR CHARTER SCHOOLS
PARENT AND STUDENT HANDBOOK
2025-2026

ADMINISTRATION

DR. DEREK KING, SUPERINTENDENT
MRS. ALICIA ANDERSON, CHIEF OPERATING OFFICER
MRS. JAMIE LOWE, ASSISTANT SUPERINTENDENT OF STUDENT SERVICES
MRS. CAMREN JONES, DIRECTOR OF STUDENT SERVICES
MRS. LINDSEY LEE, DIRECTOR OF EDUCATIONAL SERVICES
MR. OSCAR TORRES, DIRECTOR OF SPECIAL EDUCATION
MR. JON MCKINNEY, DIRECTOR OF INFORMATION TECHNOLOGY
MR. DALE LEE, ASSISTANT SUPERINTENDENT OF ADMINISTRATIVE SERVICES

ECS BOARD OF DIRECTORS	**ECSCN BOARD OF DIRECTORS**
Dr. Alan Kay, BOARD PRESIDENT	Terrance Stone. BOARD PRESIDENT
Sara Ontiveros, SECRETARY/ TREASURER	Navid McCarthy, SECRETARY/ TREASURER
Navid McCarthy, BOARD MEMEBR	Dave Schlesinger, BOARD MEMEBR
Terrance Stone, BOARD MEMBER	Julie LePrince, BOARD MEMBER
Jennifer Little, PARENT BOARD MEMBER	

Excelsior Charter Schools is a WASC Accredited school.

WASC Accrediting Commission for Schools

15505 CIVIC DRIVE VICTORVILLE, CALIFORNIA 92392

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ABOUT THE PARENT-STUDENT HANDBOOK

Excelsior's Parent-Student Handbook contains information that students, parents and staff are likely to need during the school year.

Both students and parents should become familiar with the Excelsior Charter Schools Student Dress Code, which is a document intended to promote school safety and an atmosphere for learning.

The Parent-Student Handbook is a general reference guide only designed to harmonize with board policy. Please be aware that it is not a complete statement of all policies, procedures, or rules that may be applicable in each circumstance. Complete Excelsior Board Policies may be found on the Excelsior website under the Board Members heading for ECS and for ECSCN at https://oidc.highbond.com/login

In case of conflict between board policy and any provisions of the Parent-Student Handbook, the current provisions of board policy are to be followed.

Also, please be aware that the handbook is updated yearly, while policy adoption and revision may occur throughout the year. Changes in policy or other rules that affect Parent-Student Handbook provisions will be made available to students and parents through Aeries Communications or updates on the Excelsior website. The Superintendent or Superintendent Designee reserves the right to modify provisions of the Parent-Student Handbook at any time, whenever it is deemed necessary. Notice of any revision or modification will be given as it is reasonably practical under the circumstances.

Although the Parent-Student Handbook may refer to rights established through law or board policy, the Parent-Student Handbook does not create any additional rights for students and parents. It does not, nor is it intended to, create contractual or legal rights between any parent or student and the school.

If you or your child have questions about any of the material in this handbook, please contact your principal.

Excelsior Superintendent's Welcome Back Message

As we embark on the 2025–2026 academic year, I extend my warmest greetings and heartfelt enthusiasm for the opportunities that lie ahead. I trust that each of you has found time for rest and rejuvenation, and that you are prepared to engage in another year marked by academic rigor, meaningful engagement, and personal growth.

It is both an honor and a privilege to lead this resilient, student-centered community— one that we have cultivated together through shared purpose and unwavering dedication over the last 30 years. I remain confident that this school year will bring about elevated academic achievement, enriching experiences, and deeper connections among our students, families, and staff.

This fall, Excelsior will be seeking separate 5-year renewals from our San Bernardino and Riverside County authorizers to extend our partnerships and collaborations through the 2030 school year and beyond. We are confident that we will be successful in garnering these renewals just as we have for the first 30 years of our existence.

To our staff, thank you for your unwavering commitment to teaching, safety, support and overall passion to provide an educational advantage for all of the families that choose one of our 8 Excelsior school sites. To our students and families, we are individually and collectively honored to support your educational journey. We believe that our hybrid educational model is one of the best ways to support learning, career exploration, and college readiness. Together, we can make this year one of the best yet.

On behalf of our Excelsior Governing Boards, our teachers, administrators and support staff, I am looking forward to a safe and joyful start to the school year.

Go Eagles!



Dr. Derek King

Superintendent

Excelsior Charter Schools

GENERAL INFORMATION

EXCELSIOR SAN BERNARDINO CAMPUSES

VICTORVILLE CAMPUS — **Principal: Dr. Sandy Sooter**
18422 Bear Valley Rd., Bldg. 11 Victorville, CA 92395
PH: (760) 245-4262 Fax: (760) 245-4009 (Operating Hours: 8am – 4pm)

PHELAN CAMPUS — Interim Principal: **Steven Thompson**
4083 Phelan Rd, Suite A Phelan, CA 92371
PH: (760) 563-3980 Fax: (760) 868-0141 (Operating Hours: 8am – 4pm)

BARSTOW CAMPUS — Principal: **Jennifer VanNorman**
1497 State Street Barstow, CA 92311
PH: (760) 255-2764 Fax: (760) 256-0193 (Operating Hours: 8am – 4pm)

ONTARIO CAMPUS — Principal: **Danici Sammons**
1520-E N. Mountain Ave. Ste. 121 Ontario, CA 91762
PH: (909) 984-6800 Fax: (909) 984-6809 (Operating Hours: 8am – 4pm)

SAN BERNARDINO CAMPUS — Principal: **Brian Lamers**
444W Rialto Ave. San Bernardino, CA 92401
PH: (909) 907-1013 (Operating Hours: 8am – 4pm)

N. VICTORVILLE CAMPUS — Interim Principal: **LeNette Aleka**
18000 McCoy Circle Victorville, CA 92394
PH: (760) 245-4448 Fax: (760) 530-2082 (Operating Hours: 8am – 4pm)

REDLANDS CAMPUS — Principal: **Michelia McDonald**
1135-1145 Church Street Redlands, CA 91762
PH: (909) 895-8913 (Operating Hours: 8am –4pm)

EXCELSIOR RIVERSIDE COUNTY CAMPUS

CORONA-NORCO CAMPUS — Interim Principal: **Fernando Chavez**
1400 Fullerton Ave. Corona, CA 92879
PH: (951) 547-7540 (Operating Hours: 8am – 4pm)

STUDENT CALENDAR 2025-2026

2025-2026 Excelsior Student Calendar - 177 days

July 2025

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July — Student Days: 0

- 4 Independence Day
- 1-31 Summer Break

August 2025

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August — Student Days: 15

- 1-11 Summer Break
- 11 First Day of School

September 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September — Student Days: 21

- 1 Labor Day

October 2025

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October — Student Days: 18

- 13-17 Columbus Day/ Fall Break
- 24 Quarter 1 End Date

November 2025

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

November — Student Days: 14

- 11 Veterans Day Observed
- 24-28 Thanksgiving Break

December 2025

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December — Student Days: 15

- 19 Non-Campus day for students
- 22-31 Winter Break

January 2026

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January — Student Days: 19

- 1-2 New Year's Day/ Winter Break
- 16 Quarter 2 End Date
- 19 Martin Luther King Jr. Day

February 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

February — Student Days: 18

- 2 ELPAC & PFT window opens
- 13 Lincoln's Birthday Observed
- 16 President's Day/ Washington's B'day

March 2026

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March — Student Days: 22

- 20 Quarter 3 End Date
- 23-27 Spring Break

April 2026

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

April — Student Days: 16

- 3 Good Friday
- 13-24 CAASP Testing, grades 7,8,11

May 2026

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May — Student Days: 19

- 25 Memorial Day
- 28 Quarter 4 End Date
- 28 Last Day of School

June 2026

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

June — Student Days: 0

- 1-30 Summer Break
- 19 Juneteenth Holiday

Revised 6/18/2025

BELL SCHEDULES

JH Bell Schedule:

Period 1: 8:35 - 9:30 AM
Period 2: 9:35 - 10:30 AM
Period 3: 10:35 - 11:30 AM

LUNCH: 11:30 - 12:00

Period 4: 12:05- 1:00 PM
Period 5: 1:05 - 2:00 PM
Period 6: 2:05- 3:00 PM

HS Bell Schedule:

Period 1: 8:35 - 9:30 AM
Period 2: 9:35 - 10:30 AM
Period 3: 10:35 - 11:30 AM
Period 4: 11:35AM – 12:30PM

LUNCH: 12:30 - 1:00

Period 5: 1:05 - 2:00 PM
Period 6: 2:05- 3:00 PM

COMMUNICATIONS

Hours of Operation

Please note that office hours for Excelsior staff are 8 AM to 4 PM Monday through Friday. We will be available, return all correspondence, and provide assistance during those hours. Students will be permitted on campus from 8:10 AM-3:05 PM **and only in compliance with their class schedule card.*

Front Office:

- Open 8:00am - 4:00pm, Monday through Friday.
- Office closures due to staff meetings and special events will be posted in advance on the front office door, and notifications will be sent home using Aeries Communications, social media, and the Excelsior website.
- The office will be closed during all student holidays. Please refer to the student calendar for these dates.

Aeries Communication:

Excelsior utilizes Aeries Communications to send out all calls, emails, and text messages. Parents can limit their announcement preferences to general and emergency messages or emergency messages only within the Aeries Parent Portal. Announcements can come to you through calls, emails and/or texts based on your preferences. Please contact your facilitator or front office staff for your student's verification passcode which will link your Aeries Parent Portal account to your student and or students.

School bulletin boards:

ASB and Administration utilize the bulletin boards in the front office and around campus to post and share upcoming events and school information.

School Website:

www.Excelsior.com

Social Media:

Search for Excelsior Charter Schools, and follow us on:

School Site	Social Media	Handle
Barstow	Instagram	ExcelsiorBarstowASB
Victorville	Instagram	Excelsior_Charter_School
Redlands	Instagram	Excelsiorredlands
Ontario	Instagram	Excelsiorontario
N.Victorville	Instagram	excelsior_north
Corona	Instagram	Excelsiort.e.a.m.academy
Phelan	Instagram	ExcelsiorPhelanCampus
San Bernardino	Instagram	Excelsiorcharterschoolsb

- Facebook: https://www.facebook.com/Excelsior.Charter.Schools/
- Instagram: https://www.instagram.com/ExcelsiorCharterSchool/

ATTENDANCE

Independent Study/Student Attendance

Independent study is substantially equivalent in quality and quantity to classroom instruction. To earn credit a student must complete assignments within the guidelines established by the Board Policy and dates listed on the Independent Study Written Agreement.

Regular completion of course work/assignments and adherence to the Independent Study Written Agreement is important for academic success. It is crucial that students' complete assignments and course work on time, attend school on those days required, and engage in regularly assigned meetings with a designated Independent Study Teacher or attend scheduled Parent-Teacher Conferences.

Absences are defined as the inability or failure to complete and turn in assignments/coursework. An unexcused absence is defined as failure to complete the prescribed daily assignment without a written excuse from parent/guardian or modification by an authorized Excelsior staff member. According to the CA Compulsory Attendance Laws (EC 48200), parents and students are responsible for regular school attendance. This requirement applies to our Independent Study program regardless of the lack of requirement for physical site location attendance.

Repeated violations of the attendance policy will result in the engagement of the Student Tiered Re-Engagement Policy.

Reference: Student Policy

On-Campus and Zoom Attendance:

Regular attendance is crucial for your student's educational progress, academic success and overall well-being. All on-campus and remote/zoom classes run Tuesday through Friday. Students must attend their scheduled on-campus and/or zoom class. Absences include both excused and unexcused.

Students are permitted no more than 5 absences per semester. Parents/guardians will be notified of student absences via Aeries notification. Parents/guardians will have 3 days to clear a student's absence. Absences not be excused within 3 school days (M-F) will remain unexcused.

Tardies:

Please be on time for your scheduled on-campus or zoom classes. Three tardies will result in one absence. Parents/guardians will be notified of tardies via Aeries notification.

Excusing Absences:

Please *call your campus office* regarding excused absence(s) to ensure proper documentation and communication of the excused absence(s). It is important to review absences during your meetings with your counselor to support student success.

*After 5 days of absences in a class Administration or administrator designee will reach out to the parent/guardian to discuss the situation and explore ways to support your student's regular attendance.

*After 10-days of absences, we will schedule a meeting with parent/guardian and counselor to discuss any

ongoing challenges and how we can best support your student's educational needs.

*After 15-days of absences, a Student Study Team (SST) meeting will be convened to assess the best placement and support options for the student (Tiered Re-engagement) with parent/guardian, student, counselor and administration or administrator designee.

*The administration reserves the right to review and evaluate student attendance and absences as deemed necessary. This includes the consideration of the nature of the absences, communication with parents/guardians and any relevant factors which may impact a student's educational experience. Our goal is to ensure that students receive the support they need to succeed to promote positive attendance patterns.

Waitlists for On-Campus Classes:

Excelsior strives to provide a flexible and accommodating learning environment for all students. However, it's important to understand that on-campus classes are subject to availability. Enrollment into these classes can be limited due to factors such as classroom size, and course demand.

Once a class reaches its maximum capacity, we implement a priority registration system for subsequent enrollments. Priority registration is determined based on enrollment date to ensure that students have an equitable chance to secure a spot in their desired courses.

In the event that a student does not secure a spot in an on-campus class, the student will be enrolled into the independent study course, supported by both a credentialed teacher and dedicated independent study teacher. Additionally, these students will be enrolled into a zoom class (for Math and English), allowing them to continue their education with structured support. Furthermore, if a student is unable to enroll into their desired on-campus class, they will automatically be placed on a waitlist for that class(es). This waitlist allows them to be moved into the on-campus class should a spot become available.

Should a spot become available for the student's desired on-campus class, the parent/guardian will receive a phone call from the school to notify them of the availability and confirm whether they would like to proceed with enrollment into the on-campus class. Parents/guardians will have 48 hours to respond to this confirmation. Once confirmed, the parent/guardian will receive a start date, and the student's new schedule will be provided. All relevant information including access to the new course in Canvas which includes their new teacher's contact information and course syllabus and the student's and parent/guardian's Aeries portal will be updated within 24 hours of the student's start date. Your student's grade from their prior course will also be transferred into the new on-campus course gradebook in Canvas.

It is important to note that moving students from the waitlist into on-campus classes is an ongoing process. However, transfers into on-campus classes will not occur within the last two weeks of the quarter or semester.

TIERED REENGAMENT PLAN (Board Policy)

Excelsior Charter Schools adheres to California Education Code 51744 in which the Legislature finds and declares that by offering a range of quality educational options, including classroom-based, hybrid, and non-classroom-based programs, local educational agencies can better tailor instruction to pupils, thereby improving academic outcomes while maximizing enrollment.

To provide quality education through each educational option, Excelsior Charter Schools has established the following tiered student re-engagement plan in alignment with Amendment to EC Section 51747(d), for pupils not generating attendance for more than 10 percent of required instructional time over four continuous weeks and for pupils not participating in synchronous instructional offerings for more than 50 percent of the scheduled times in a school month as applicable by grade span.

Additionally, pupils enrolled in course based independent study and not making satisfactory progress in one or more courses, or who are in violation of the learning agreement pursuant to EC Section 51749.6, shall participate in tiered reengagement strategies per the LEA's board policies, the learning agreement, and consistent with EC Section 51749.5(a)(8). Further, Excelsior Charter Schools shall conduct an evaluation to determine whether the pupil should remain in independent study or be referred to an alternative program.

Tiered Reengagement Plan:

(Classroom Based Instruction)
Tier 1: After (5) or more excused or unexcused absences within a school year, the course teacher shall complete the following:

(1) Verify pupil's current contact information; (2) Notify parent or guardian of nonattendance or nonparticipation; (3) Develop a plan for outreach to determine the pupil needs; and (4) Require a parent/guardian and student conference to review a pupil's independent study agreement. EC sections 51747(d) and 51749.5(a)(8)(C) and review/acknowledge plan to reengage pupil based upon pupil needs.

Tier 2: If the student fails to participate in the conference, and / or if (5) or more additional excused or unexcused absences within the school year occur, Excelsior will mail to parent/guardian the intervention letter to develop an SST Student Support Team asking for the parent's/guardian's help with their student's attendance and participation by developing Student Support Plan with the Student's Teacher and Counselor.

Tier 3: If the student fails to participate in the Student Support Plan, and / or if (5) more additional excused or unexcused absences within the school year occur, it will be recognized that the school has exhausted all resources and the student will be referred to their district of residence. All students referred to their district of residence will need to enroll immediately to avoid truancy.

(Synchronous Based Instruction)
Tier 1: After (5) or more excused or unexcused absences within a school year, the synchronous course teacher shall complete the following:

(1) Verify pupil's current contact information; (2) Notify parent or guardian of nonattendance or nonparticipation; (3) Develop a plan for outreach to determine the pupil needs; and (4) Require a parent/guardian and student conference to review a pupil's independent study agreement. EC sections 51747(d) and 51749.5(a)(8)(C) and review/acknowledge plan to reengage pupil based upon pupil needs.

Tier 2: If the student fails to participate in the conference, and / or if (5) or more additional excused or unexcused absences within the school year occur, Excelsior will mail to parent/guardian the intervention letter to develop an SST Student Support Team asking for the parent's/guardian's help with their student's attendance and participation by developing Student Support Plan with the Student's Teacher and Counselor.

Tier 3: If the student fails to participate in the Student Support Plan, and / or if (5) more additional excused or unexcused absences within the school year occur, it will be recognized that the school has exhausted all resources, and the student will be referred to their district of residence. All students referred to their district of residence will need to enroll immediately to avoid truancy.

(Course Based Independent Study Instruction)
Tier 1: After (5) consecutive days of incomplete work submission within one or more courses, the courses, the course teacher(s) shall complete the following:

(1) Verify pupil's current contact information; (2) Notify parent or guardian of nonparticipation and missing work submission; (3) Develop a plan for outreach to determine the pupil needs; and (4) Require a parent/guardian and student conference to review a pupil's independent study agreement. EC sections 51747(d) and 51749.5(a)(8)(C) and review/acknowledge plan to reengage pupil based upon pupil needs.

Tier 2: If the student fails to participate in the conference, and / or if (5) or more additional consecutive days of incomplete work submission within the school year occur, Excelsior will mail to parent/guardian the intervention letter to develop an SST Student Support Team asking for the parent's/guardian's help with their student's work completion and participation by developing Student Support Plan with the Student's Teacher and Counselor.

Tier 3: If the student fails to participate in the Student Support Plan, and / or if (5) more consecutive days of incomplete work submission within the school year occur, it will be recognized that the school has exhausted all resources and the student will be referred to their district of residence. All students referred to their district of residence will need to enroll immediately to avoid truancy.

The Tiered-Re-engagement policy supports CA compulsory education law for all youth ages 6 through 17 mandates your child's attendance as well as our response for excessive absenteeism/truancy. All Excelsior Charter School attendance policies follow California's Compulsory Education policies as written in Education Codes section(s) 48321-48325. Any family that fails to comply with California's Compulsory Education laws is subject to the mandated action of the tiered re-engagement process and being referred to their school district of residence for SARB action if unable to re-engage in the Written Learning Requirements of Excelsior Charter School.

TRANSCRIPTS

Unofficial transcripts may be obtained through the principal's office. *Official* transcripts may be obtained through https://www.excelsior.com/transcripts

Contact the Excelsior School Registrar regarding Official Transcripts if you have additional questions or concerns. 760-245-4262 ext. 1409

BULLYING PREVENTION

Anti-Bullying

Excelsior Charter Schools is committed to creating a safe, caring, respectful learning environment for all students. Bullying of students occurring in the schools is strictly prohibited and will not be tolerated. For the purposes of the policy, "school" includes school buildings, school grounds, and school-sponsored social events, trips, sporting events, buses, and bus stops. Reported incidents of bullying will be investigated promptly and thoroughly by school administration.

Excelsior requires all employees, students and parents to promote mutual respect, tolerance and acceptance. All students and staff have the right to attend campuses which are safe, secure, and peaceful. Our school adheres to a strict compliance with bullying prevention policies.

Definition of Bullying

Bullying is any deliberate or unwanted severe or pervasive physical, verbal, written, or electronic act, whether it be a single incident or a series of incidents that:

1. Is reasonable perceived as being motivated either by an actual or perceived characteristic such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression, or a mental, physical or sensory disability or by any other distinguishing characteristic
2. Takes place on school property, at any school sponsored function, on a school bus or other school transportation, or off school grounds, that substantially disrupts or interferes with the orderly operation of the school or the rights of the students.
3. A reasonable person should know, under the circumstances, will have the effect of physically or emotionally harming a student or damaging the student's property, or placing a student in reasonable fear of physical or emotional harm to their person or damage to their property.
4. Has the effect of insulting or demeaning any student or group of students.
5. Creates a hostile educational environment for the student by interfering with a student's education or by severely or pervasively causing physical or emotional harm to the student.

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 communication. Impersonating a person through electronic means for the purpose of harming, intimidating, threatening, or defrauding a person.

Staff Awareness/Action

The school administration requires all staff members who observe, suspect, or become aware of an act of bullying to immediately notify an administrator.

Student/Parent Action

The school system encourages students and parents who become aware of an act of bullying to immediately report the incident(s) to a school administrator for further investigation. Any student who retaliates against another for reporting bullying will also be subject to consequences.

Complaint/Investigative Procedure

All students shall be informed of their right to protection against bullying behaviors and the right to file a complaint if they believe they have been the victim of bullying behavior. School administrators are responsible for investigating each complaint, determining if the complaint is legitimate in accordance with

the above definition, and taking appropriate corrective action.

Any student (victim or bystander) may initiate a complaint by completing a confidential reporting form online at **http://excelsior.com/contact/report-bullying** or see any school official.

Please see the Prohibition of discrimination, harassment, intimidation and bullying in California Public Schools information from the California Department of Education
https://www.cde.ca.gov/re/di/eo/documents/nondiscrimbrochure.doc

Reference: Student Policy

ANNUAL NOTIFICATIONS

Dear Parent/Guardians:

As required by law, I wish to notify you as a parent/guardian of students enrolled in Excelsior of your rights and responsibilities. I ask, therefore, that you please take a moment of your time to carefully review the attached materials. **After you review, please sign and return the attached acknowledgement indicating that you have received and reviewed these materials.** (E.C. 48980; 48982)

Notices at Beginning of Term requires annual notification to parents of rights and responsibilities under EC 35291, 46014, 48205, 48207, 48208, 49403, 49423, 49451, 49472, 51938, and 32255 et seq. (E.C. 48980(a))

Partial Credits: California Education Code Section 51225.2 requires schools to accept and issue partial credits for the following pupils: foster, homeless, former juvenile school court pupil, child of a military family, migratory, and pupils participating in a newcomer program; and enroll the youth in the same or equivalent courses as those enrolled in at the previous school.

Career Counseling: Requires center to notify parents, in advance, of career counseling and course selection, commencing with course selection for grade 7, to promote sex equity and allow parents to participate in counseling sessions and decisions. (E.C. 221.5)

Gun Safety: This is a reminder that firearms are to be safely stored away from children and teens. The accidental shooting of children and youth is the third leading cause of death following accidents and suicide. California public schools are mandated to remind families to keep their home safe from such potential dangers. If there is a threat or perceived threat, then the public schools will cooperate with local law enforcement to conduct an immediate threat assessment.

Sexual Harassment: The center shall not tolerate sexual harassment of or by any employee and/or student. It is a major offense that may result in disciplinary action, dismissal, suspension or expulsion of the offender. (E.C. 231.5; 48980(g))

Sexual Harassment

- Sexual harassment is a form of discriminatory harassment and as such is a violation of Title VII of the Civil Rights Act of 1964, Title IX of the Educational Act Amendments of 1972, California

Education Code Sections 210 through 214 inclusive and Government Code Sections 12900-12960 (Fair Employment and Housing Act). These laws apply to all personnel and all students. Administrative Regulations 1312.5, specifies procedures for reporting complaints concerning discrimination and for pursuing available remedies.

- For the purpose of this policy, the term, "discriminatory harassment", shall be defined as any unwelcome verbal or physical conduct perpetrated against a district employee or student where:

1. Submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment, or membership or participation in any school related organization or activity.

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, or decisions related to academic performance or membership or participation in any school related organization or activity.

3. Such conduct has the purpose or effect of unreasonably interfering with an individual's employment, academic or other school related performance, or creating an intimidating, hostile or offensive employment, academic or other school related environment. Conduct of this type must be severe enough to make a reasonable person of the same race, gender or other classification as the complainant, believe that the conditions of employment or education are altered and that the employment or education environment is hostile.

Tobacco Free Campus: Excelsior does not permit the smoking of or use of tobacco, or any product containing tobacco or any nicotine product, by pupils of Excelsior while they are on campus, or while attending school-related activities or while under the supervision and control of school employees.

Pupil's Rights to Refrain from the Harmful or Destructive Use of Animals: Any pupil with a moral objection to dissecting or otherwise harming or destroying animals shall notify his teacher regarding this objection. The teacher and the pupil may agree to an alternative educational project. (E.C. 32255; 32255.4)

Dress Code/Gang Apparel: School districts are authorized to adopt a dress code that would prohibit the wearing of "gang related clothing." It further authorizes school districts to adopt a dress code policy that would require pupils to wear a school-wide uniform. Requires school sites to allow for outdoor use during school day articles of sun-protective clothing, it further provides for the use of sunscreen by students, during the school day, without a physician's note or prescription. Authorizes sites to set policy regarding type of clothing to be allowed. (E.C. 35183; 35183.5; 51101 (a) (12))

School Accountability Report Card: The school accountability report card is available on request. This document contains information about the district regarding the quality of the district's program and its progress toward achieving stated goals. (E.C. 35256) Each school will report on the status of its school safety plan, including a description of its key elements in the annual School Accountability Report Card prepared pursuant to Section 33126 and 35256. (E.C. 35258)

School Rules: The parent/guardian of any student has the right to inspect the discipline rules that are available at each school site and at the district office. (E.C. 35291; 35291.5; 51101(a)(12))

Duty Concerning Conduct of Pupil: Every teacher in the public schools shall hold pupils to a strict account for their conduct on the way to and from school, on the playgrounds, during recess, and/or at a school related function. (E.C. 44807)

Duties of Pupils: Requires pupils to conform to school regulations; obey all directions; be diligent in study and respectful to teachers and others in authority; and refrain from the use of profane and vulgar language. (5 CCR § 300)

Notification of Minimum Days and Pupil-Free Staff Development Days: The District shall advise parents (no later than one month prior to) of any scheduled minimum days or pupil-free staff development days. (E.C. 48980€)

Access to Internet and On-line Sites: The district shall provide the written policy adopted pursuant to E.C. 51870.5 regarding access by pupils to Internet and on-line sites. (E.C. 48980(h))

Student use of technology:

- The Governing Board recognizes that technology provides ways to access the most current and extensive sources of information. Technology also enables students to practice skills and to develop reasoning and problem- solving abilities. In addition, electronic resources foster workplace skills that may be transferable to new technologies. Every effort shall be made to provide equal access to technology throughout the District.

- Before using on-line services, the student and parent/guardian shall sign the District's user contract indicating that the student understands and agrees to abide by specified user obligations and responsibilities.

- Staff shall closely supervise students while using on-line services and may ask student aids to assist in this supervision.

- The Executive Director or designee shall establish administrative regulations governing use of the District on- line services. He/she shall ensure that users have no expectation of privacy and understand that District staff may monitor or examine all system activities to ensure proper use of the system. Students who fail to abide by these regulations shall be subject to disciplinary action, revocation of the user account, and legal action as appropriate.

Pupil Records – Directory Information: Directory information which may be disclosed by District officials consists of the following: student's name, address, telephone number, date & birth place, major field of study, participation in officially recognized activities & sports, weight & height of athletic team members, dates of attendance, degrees & awards received, and most recent previous school attended. Federal requirements under "No Child Left Behind," require the release of specified directory information on students to military recruiters. Directory information shall not be released regarding any student whose parent/guardian notifies the District in writing that such information may not be disclosed. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task)such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or

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. (See attached form) (E.C. 49073)

Pupil Records – Notification of Rights: Parents/guardians or eligible students may have access to all written records maintained by the school. Eligible persons may examine such records, challenge their contents, have someone assist you in interpreting the records, and/or have someone explain and assist you in any appeal process. A complete copy of the board policy regarding access to pupil records may be obtained from your school site administrator. (E.C. 49063; FERPA, Title V § 431 €)

Exclusion of Pupils Not Immunized :Requires district to exclude pupil from attendance when immunization requirements not met. Requires district to refer parent or guardian to the usual sources of medical services to obtain such immunizations. Requires notification of such requirements as established by the Health Department for compliance. (E.C. 48216)

Medication: The parent or legal guardian of any pupil on medication shall inform the school of the medication being taken, the current dosage and the name of the supervising physician. Any pupil who is required to take prescribed medication may be assisted by designated school personnel if the school receives: (1) a written statement from the physician detailing the method, amount and time schedule; (2) the medication in its original container; and (3) a written statement from the parent indicating the desire that the school assist the pupil. (E.C. 49423; 49480)

Confidential Medical Services Parent Notification(Ed Code 46010.1) School officials may release (excuse) a student from school for the purpose of obtaining confidential medical services without the knowledge or consent of a parent/guardian for students in grades 7-12 (E.C. 46010.1). Medical care related to pregnancy prevention/treatment, treatment of an infectious, contagious, or communicable disease, or diagnose/treat rape/sexual assault; drug or alcohol related, mental health treatment, counseling or residential shelter services or HIV testing qualifies. A student's absence, when released from school, shall be recorded as "excused" on their attendance record for the period of absence, in coordination with the designated staff (school nurse, counselor, or administrator) granting the release from school. Any written verification regarding confidential medical services shall not appear in students' school records and shall be kept in a separate confidential file in the health office or designated location. Schools may NOT require that students obtain written parental permission prior to being released from school to receive confidential medical services and may NOT notify parents/guardians when students leave school to obtain such services.

Physical Examination: A parent/guardian may file annually with the District Office a written statement, signed by the parent/guardian stating that he/she will not consent to a physical examination of his/her child and the child shall be exempt from any physical examination. If there is a good reason to believe that the child is suffering from a recognize contagious or infectious disease, he/she shall be sent home until the school authorities are satisfied that any contagious or infectious disease does not exist. (E.C. 49451)

Instruction on Sexually Transmitted Diseases/ AIDS, Human Sexuality or Family Life: The district shall provide written notification to parents regarding instruction on human sexuality, AIDS, etc. including the right to request copies of E.C. 51201.5 and E.C. 51553, related to AIDS prevention instruction. (E.C. 51938)

Sex Education: If classes are offered in which human reproductive organs, their functions and processes are described, illustrated or discussed, the parent/guardian of each pupil shall be first notified in writing of the class. A parent/guardian may request in writing that his/her child not attend the class. Parents/guardians may also inspect and review the instructional materials to be used in these classes prior to the holding of such classes.

(E.C. 51938)

Sex Education Classes; Course Criteria; Voluntary Surrender of Minor 72 Hours Old or Younger
Requires all public schools that teach sex education courses that discuss sexual intercourse to include the provisions of 1255.7 of the Health and Safety Code and section 271.5 of the Penal Code, relating to parents and others who voluntarily surrender physical custody of a minor child 72 hours old or younger at a hospital emergency room or other designated place, without being subject to prosecution. (E.C. 51933, 5938)

Alternative Schools: The students of the district are provided with many different and varied programs designated to meet the needs of its students. These programs are operated both as a school and as a separate class group within a school. The district also encourages interested persons to request the Governing Board to establish alternative programs for its students. (E.C. 58501)

California state law authorizes all school districts to provide for alternative schools. Section 58500 of the Education Code defines alternative schools as a school or separate class group within a school that is operated in a manner designed to:

- Maximize the opportunity for students to develop the positive values of self-reliance, initiative, kindness, spontaneity, resourcefulness, courage, creativity, responsibility, and joy.
- Recognize that the best learning takes place when the student learns because of his/her desire to learn.
- Maintain a learning situation maximizing student self-motivation and encouraging the student in his/her own time to follow his/her own interests. These interests may be conceived by him/her totally and independently or may result in whole or in part from a presentation by his/her teachers of choice learning projects.
- Maximize the opportunity for teachers, parents, and students to cooperatively develop the learning process and its subject matter. This opportunity shall be a continuous, permanent process.
- Maximize the opportunity for the students, teachers, and parents to continuously react to the changing world, including, but not limited to, the community in which the school in located.

In the event any parent, pupil, or teacher is interested in further information concerning alternative schools, the county superintendent of schools, the administrative office of this center, in each attendance unit have copies of the law available for your information. This law particularly authorizes interested persons to request the governing board of the district to establish alternative school programs in each district.

Further, a copy shall be posted in at least two places, normally visible to pupils, teachers, and visiting parents in each attendance unit, for the entire month of March in each year.

Title IX – Sex Equity in Education Act
Title IX remains a critical federal civil rights law which prohibits discrimination on the basis of sex (including sexual harassment) in our schools. It protects male and female students and employees in any educational entity that receives federal funds. In addition, Title IX protects transgender students and students who do not conform to sex stereotypes. State law also prohibits discrimination based on gender (sex), gender expression, gender identity, and sexual orientation.

California *Education Code* Section 221.61 strengthens and expands upon Title IX and state sex equity in education requirements. Specifically, by July 1, 2017, public schools, private schools, school districts, county offices of education,
and charter schools receiving federal funding were required to post information on their internet website relative to the designated Title IX Coordinator, the rights of students and the responsibilities of schools, and a

content/uploads/2019/03/20.-students-title-ix-discrimination-policy-3-12-19.pdf

description of how to file a complaint. The following it the link to the Title IX on the Excelsior website; **https://excelsior.com/wp-**

To fully understand the Title IX requirements, we recommend an examination of 34 Code of Federal Regulations, Part
106. Additionally, the law may not be applicable to all private schools receiving federal funds. There are specific federal guidelines allowing exemptions to the Title IX requirements if funds are received under the Elementary and Secondary Education Act (ESEA) and the Individuals with Disabilities Education Act (IDEA).

Complaint Procedures: School districts are required to provide procedures for complaints to be processed in a manner that will bring about resolution as quickly as possible. Complaints regarding policies, programs, and/or school personnel may be handled differently depending upon the circumstances. E.C. 35294.95 authorizes filing of Uniform Complaint for noncompliance with school safety plan requirements. (5 CCR § 4622; E.C. 35294.95)

Complaints Concerning School Personnel: Such matters should be filed with the individual about whom the complaint is being expressed, and then should be appealed to that person's immediate supervisor. Further appeals to the Superintendent and Board of Directors may also be appropriate when satisfactory resolution is not achieved.

Complaints Concerning Instructional Materials: These matters are to be referred to the District Administrator initially and he/she will be responsible for informing the Superintendent in writing. There is also a review committee to address questions about the appropriateness of instructional materials adopted for use in the classrooms.

Uniform Complaint Procedures: apply to allegations of unlawful discrimination, based on ethnic group identification, religion, age, gender, color, or physical or mental disability shall be addressed in accordance with Uniform Complaint Procedures as set forth in the Board Policies. These matters are to be addressed by the Coordinator of Uniform Complaint Procedures or other district level administrators responsible for specific programs such as Special Education, Categorical Programs, Child Nutrition Programs and so forth. It is not appropriate for site administrators to process allegations of unlawful discrimination without first contacting the District Compliance Coordinator.

Asbestos Management Plan: Complete updated management plans for asbestos containing materials in school buildings are available at the district office. (Title 40 CFR, Section 763.93)

Special Education: Every individual with exceptional needs who is eligible to receive Special Education instruction and/or related services in the least restrictive environment, at no cost to the parents or student. No pupil may be required to participate in any special class or program unless the parent is first apprised of the facts that make participation in the special program necessary or desirable, and after such notice, parent consent to the placement and the individual education plan must be received in writing. (Individuals with Disability Act (IDEA) 20 USC § 1400, et. Seq.)

Special Education: Child Find System: The district offers a continuous child-find system that addresses the relationships among identification, screening, referral, assessment, planning, implementation, review, and the triennial assessment. The policies and procedures shall include, but need not be limited to, written notification of all parents of their rights under this chapter, and the procedure for initiating a referral for assessment to identify individuals with exceptional needs. (E.C. 56301)

IEP Notification: Expulsion Request for Special Education Pupil: Requires 48 hours prior notification of

IEP meeting; or that the meeting will be held without parent participation unless the parent requests a postponement of up to three days. Stipulates parent must receive written notice of intent to conduct a pre-expulsion assessment and requires parent to make pupil available without delay. (E.C. 48915.5)

Handicapped Pupils: The district does not discriminate on the basis of race, creed, handicap, color, national origin, sex, political affiliation or beliefs, in educational programs or activities it offers. The district takes necessary steps to ensure that the lack of English is not a barrier to the admission and participation of students. If you feel that you or your child/ren has been discriminated against in curriculum, co-curricular activities, or school policies, you should contact your school Center Administrator first and then, if necessary, the Superintendent. (Title VI, Civil Rights Act of 1964 and Title IX. Education Amendment Act of 1972)

Laser Pointers: Prohibitions on Sales, Possession and Use: Possession of a laser pointer by any students on any elementary or secondary school premise, unless possession is valid instruction, is prohibited. Penal Code further prohibits directing the beam of a laser pointer into the eyes of another or into a moving vehicle or into the eyes of a guide dog. (Penal Code 417.27)

Physical Fitness Test: Requires governing board of school district to report aggregate results of its physical performance testing in annual school accountability report card. (E.C. 60800)

Advanced Placement Examination Fees: State funds are available to cover costs of advanced placement examination fees. For information regarding these funds, contact your school administration/AP coordinator. (E.C. 48980(l))

Pesticide Products: Requires annual notification to include information regarding pesticide products applied at school facilities as specified in E.C. 17612(a). (E.C. 48980.3)

Comprehensive School Safety Plan: Annual Report: Requires school site each July to report on status of its school safety plan, including description of its key elements, in the annual school accountability report card prepared pursuant to E.C. 33126 and 35256. (E.C. 32288)

Comprehensive School Safety Plan: Requires each school site council or school safety planning committee to notify, in writing, specified persons and entities about the required public meeting to allow members of the public an opportunity to express an opinion about the school plan. Specified persons or entities shall include; the mayor; representative of the local school employee organization; representative of parent organizations including the parent teacher organization and parent teacher clubs; a representative of each teacher organization at the school site; a representative of the student body government; and all other persons that indicate they want to be notified. (E.C. 32288€)

School Safety Plan; Notification of Non-compliance: requires each school district ~~the~~ to annually notify the State Department of Education by October 15, of any school that has not complied with E.C. 35294.1 (Requirement to develop a comprehensive school site safety plan.)

Notice of Occurrence of a Violent Crime: Provides that the District Administrator or designee may send a written notice of the occurrence and general nature of a crime to each pupil's parent or legal guardian, following verification with law enforcement of the occurrence of a violent crime on an elementary or secondary school site. (E.C. 32281)

Notice to Parent or Guardian of Truant Pupil: Requires letter to parent or guardian upon pupil's initial classification as a truant. (E.C. 48260.5)

School Attendance Review Board Referral: If any minor is an habitual truant, or is irregular in attendance at school, the pupil may be referred to a School Attendance Review Board (SARB). The supervisor of attendance or a designee shall notify the minor and parents or guardian of the referral, as specified. (E. C. 48263) **See Tiered Re-engagement Policy.**

Release of Pupil to Peace Officer: Requires school to take immediate steps to notify parent when child taken into custody by Peace Officer except when child taken into custody as victim of suspected child abuse. In such cases, law enforcement would assume all notification responsibilities. (E.C. 48906)

Suspension by Teacher: Reports, Conferences, Referrals: Authorizes a teacher to suspend a pupil from class. Requires report of suspension to Administrator and requires teacher to request parent or guardian to attend a conference. (E.C. 48910)

Suspension: Requires school, at time of suspension, to make reasonable effort to notify parent in person or by telephone; requires follow-up notification in writing. Further requires district to invite parent to attend meeting to determine if suspension should be extended when expulsion is being considered. (E.C.48911)

In-School Suspension: Requires school, at time pupil assigned to supervised suspension, to notify, in person or by telephone, pupil's parent. If pupil assigned to suspension for longer than one class period, school must notify parent in writing. (E.C. 48911.1(d))

Expulsion Orders: Readmission: Requires district to make available to pupil and parent description of readmission process from expulsion at time expulsion order entered. If district denies readmission following a review, it shall notify pupil's parents, in writing, of reason for denial and shall include educational program to which pupil is to be assigned. (E.C. 48916)

Expulsion Procedures; Hearings; Notice: Requires school board to establish rules and regulations governing procedures for expulsion. (E.C. 48918)

Students who display inappropriate behavior may be subject to suspension as outlined in the California State Education Code 48900 and 48915. A student may be suspended or expelled for acts which are related to school activity or attendance while on the school grounds, while going to or coming from school, during the lunch period whether on or off campus, and during or while going to or coming from a school sponsored activity.

Education Code, Section 48900:
A student who has committed the following acts is subject to discipline by suspension or expulsion: (a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(a)(2) Willfully used force or violence upon the person of another, except in self-defense.

1. Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
2. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
3. Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic

beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

4. Committed or attempted to commit robbery or extortion.
5. Caused or attempted to cause damage to school property or private property.
6. Stole or attempted to steal school property or private property.
7. Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
8. Committed an obscene act or engaged in habitual profanity or vulgarity.
9. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
10. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
11. Knowingly received stolen school property or private property.
12. Possessed an imitation firearm. As used in this section, means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
13. Committed or attempted to commit a sexual assault as defined in Section 261,266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
14. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
16. Engaged in, or attempted to engage in, hazing as defined in Section 32050.
17. Engaged in an act of bullying, including, but not limited to, bullying.

Committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward pupil or school personnel.

18. A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

    1. While on school grounds.
    2. While going to or coming from school.
    3. During the lunch period whether on or off the campus.
    4. During, or while going to or coming from, a school sponsored activity.

19. A pupil who aids or abets, as defined in Sec. 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to the provisions of this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

Education Code 48900.2: Sexual Harassment: In addition to the reasons specified in Section 48900, a pupil

may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purpose of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive education environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive. (Add. Stats. 1992, Ch. 909).

Education Code 48900.3: Hate Violence: In addition to the reasons specified in Sections 48900 and 48900.2 a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence.

Education Code 48900.4: Harassment, Threats, Or Intimidation: In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class-work, creating an intimidating or hostile educational environment.

A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or expelled for acts which are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

1. While on school grounds.
2. While going to or coming from school.
3. During lunch period whether on or off the campus.
4. During, or while going to or coming from, a school sponsored activity.

It is the intent of the Legislature that alternatives to suspensions or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

Education Code 48900.5: Required Other Means of Correction/Exceptions: "At the very minimum...students who are threatened with removal from school, depriving them of the fundamental right to a publicly financed education, are entitled to notice of the grounds for the removal and an opportunity to be heard." (Goss v. Lopez)

Suspension shall be imposed only when other means of correction fail to bring about proper conduct. However, a pupil, including an individual with exceptional needs as defined in Section 56026, may be suspended for any of the reasons enumerated in Section 48900 upon a first offense, if the principal or superintendent of schools determines that the pupil violated subdivision (a), (b), (c), (d), or € of Section 48900 or that the pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

Education Code 48900.6: Disciplinary Action/Community Service: Instead of disciplinary action prescribed by this article, the principal of a school, the principal's designee, or the superintendent of schools, or the governing board, may require a pupil to perform community service on school grounds during non-school hours. For the purposes of this section "community service" may include, but is not limited to, work

performed on school grounds in the areas of outdoor beautification, campus betterment, and teacher or peer assistance programs. This section shall not apply to instance where suspension or expulsion is required by this article. (Add. Stats. 1995, Ch. 972).

Education Code 48900.7: Suspension or Expulsion for Terroristic Threats:

1. In addition to the reasons specified in Sections 48900, 48900.2, 48900.3, and 48900.4, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.
2. For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family. (Add. Stats. 1997, Ch. 405)

Education Code 48900.8: Suspension, Expulsion, Parent Notification and State Department of Education Report: For purposes of notification to parents, and for the reporting of expulsion or suspension offenses to the State Department of Education, each school district shall specifically identify, by offense committed, in all appropriate official records of a pupil each suspension or expulsion of that pupil for the commission of any of the offenses set forth in subdivisions (a) to (o), inclusive, of subdivision (a) of, or paragraphs (1) to (4), inclusive of subdivision (c) of, Section 48915. (Add Stats. 1997, Ch637).

Education Code, Section 48915:

1. **Mandatory Recommendations, Permissive Expulsions:** Except as provided in subdivisions € and € the principal or the superintendent of schools shall recommend the expulsion of a pupil for any of the following acts committed at school or at a school activity off school grounds, unless the principal or superintendent finds that expulsion is inappropriate, due to the particular circumstance:

    1. Causing serious physical injury to another person, except in self-defense.
    2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil.
    3. Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 1053) of Division 10 of the Health and Safety Code, except for the first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis. (For second offense, any amount, expulsion recommendation is mandatory. (AR 5131.6)
    4. Robbery or extortion.
    5. Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

2. **Dual finding required for 48915(a) and 48900(a), (b), (c), (d) and €:** Upon recommendation by the principal, superintendent of schools, or by a hearing officer or administrative panel appointed pursuant to subdivision (d) of Section 48918,the governing board may order a pupil expelled upon finding that the pupil committed an act listed in subdivision (a) or in subdivision (a), (b), (c), (d), or € of section

48900. A decision to expel shall be based on a finding of one or both of the following:

1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others.

3. **Mandatory Expulsions (one year from date of expulsion):** Principal or superintendent of schools shall immediately suspend, pursuant to Section 48911, and shall recommend expulsion of a pupil that he or she determines has committed any of the following acts at school or at a school activity off school grounds:

    1. Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a fire arm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal. This subdivision applies to an act of possessing a firearm only if the possession is verified by an employee of a school district.
    2. Brandishing a knife at another person. As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade longer than 3 ½ inches, a folding knife with a blade (any size) that locks into place, or a razor with an unguarded blade.
    3. Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code. (any amount)
    4. Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
    5. Possession of an explosive.

If you have any questions regarding these rights and responsibilities, please contact the Superintendent at 760-245-4262.

Reference: Student Policy & Safety Policy

CAMPUS GUEST ACCEPTABLE USE POLICY/TECHNOLOGY

FOR TECHNOLOGY AND THE INTERNET

Excelsior Charter school is committed to providing broad access to information technology resources (i.e., computers, software, e-mail accounts, internet access, and similar computing tools) for students, faculty and staff for appropriate school-related activities. **Visitors to Excelsior Charter School may use wireless network connectivity, as long as they follow the school's acceptable use policies.**

While respecting a visitor's right to privacy during use of campus information technology resources, Excelsior Charter School reserves the right to monitor suspicious network activities. Examples of inappropriate and unacceptable use of computing and networking resources include, but are not limited to:

- Activities or transmitting of materials that violate federal, State or local laws (e.g., fraudulent acts,

copyright infringement, and threats or acts of intimidation or harassment against another person).

- Installing software on any Excelsior Charter school owned equipment.
- Using the Excelsior Charter school network or computer resources for commercial purposes or personal gain.
- Circumventing network bandwidth restrictions by altering the network address of a campus computer or by switching to another campus computer.
- Connecting personally owned computers into wired network data jacks.
- Connecting a personally owned computer to any wireless network other than the designated **"Excelsior-Guest"** network while on-campus.
- Using the Excelsior Charter school e-mail system to relay personal e-mails.
- Misrepresenting oneself as another user.
- Attempting to circumvent security software or other security measures placed on Excelsior Charter school network systems or computers.
- Mishandling, damaging or tampering with computer equipment, software or settings.
- Maliciously accessing, altering, deleting, damaging or destroying any computer system, network, program or data. This includes, but is not limited to, changing or deleting another user's account, changing the password of another user, using an unauthorized account, damaging or deleting Excelsior Charter school files, and altering the Excelsior Charter school network system.
- Disrupting or attempting to disrupt network traffic or attempting to overload or crash the Excelsior Charter school network and attached systems.
- Attempting to monitor or capture Excelsior Charter school network traffic.
- Engaging in spam activities (i.e., sending unsolicited electronic communications to large groups of individuals at the same time) or sending e-mail chain letters.

Excelsior Charter school is a place of tolerance and good manners. Use of Excelsior Charter school information technology resources for hate mail, statements or images intended to injure or humiliate others, threats, personal attacks on others or statements expressing animus towards any person or group by reason of race, color, religion, national origin, gender, sexual orientation or disability is prohibited. This includes any such messages transmitted via e-mail, instant messaging or any other electronic means that rely on the Excelsior Charter school network for transmission.

Inappropriate or unacceptable use of Excelsior Charter school information technology resources may result in disabled access, denial of future access and banning from Excelsior Charter School.

NOTE: Security of the Excelsior Charter School's information technology resources is not guaranteed. Virus, security and privacy protection are the responsibility of the guest user. Access is provided on an 'as is' basis with no guarantee of service.

Reference: Student Policy

PHOTO/ VIDEO/ WEB SITE NOTICE

On occasion, representatives from and/or employees of Excelsior Charter Schools wish to photograph, videotape, and/or interview individuals in connection with school programs, projects, or events.

Students may be photographed, videotaped, and/or interviewed by representatives from and/or employees of Excelsior Charter Schools for educational or public relations purposes throughout the year. All these photographs/video recordings shall be the property, solely and completely, of Excelsior Charter Schools. The use and reproduction by Excelsior Charter Schools or anyone authorized by Excelsior Charter Schools of all photographs and/or videotapes will be done without the compensation to parents and/or students.

Use of Artificial Intelligence

Artificial Intelligence (AI) has become increasingly prevalent in many areas, including the education sector. The use of AI can, when used appropriately, enhance student learning by improving the efficiency of education, providing new and creative ways to support learning, and encourage independent research, curiosity, critical thinking, and problem solving. AI has the potential to serve as a supplemental tool to support and expand classroom instruction, facilitate personalized learning opportunities, and increase educational and learning opportunities.

Excelsior Charter Schools has developed the following guidelines and protocols for the use of AI:

1. Any use of AI in the classroom or on class assignments must align with the teacher's instructions and use expectations.
2. Any student use of AI on schoolwork must be cited as any other source and may not be submitted as the student's original work.
3. Students should not rely on AI tools as a fact-checker to confirm their work or research as AI may not always provide accurate or up-to-date information.
4. Students are prohibited from using any AI system to access, create, or display harmful, deceptive, or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs or interact with the AI in a manner that supports any of the above.
5. Students shall not share confidential information or personally identifiable information with an open AI system of themselves, another student, staff member, or other person. Personally identifiable information includes, but is not limited to, a person's name, address, email address, telephone number, Social Security number, or other personally identifiable information.

Students are not permitted to access AI for assistance with assignments or research unless done under the guidance and approval of an Excelsior Charter Schools staff member. Unpermitted use of AI may lead to penalties for academic misconduct. Inappropriate use may also result in disciplinary action and/or legal action in accordance with the law and Board Policies.

STUDENT INTERNET SAFETY POLICY AND AGREEMENT

I. INTRODUCTION

The Internet is a place for the exchange of ideas and information. Accordingly, the Internet is an excellent educational tool that allows students to access a wide variety of information to supplement academic study and research. Excelsior Charter Schools ("Excelsior") provides students with Internet access and email accounts to further their education and research. However, the access the Internet provides to computers and people across the world also provides access to materials that do not have educational value in a school setting. As such, students may encounter information and ideas they may consider obscene, controversial, abusive, or otherwise offensive. Despite these risks, Excelsior believes that the value of the educational information available on the Internet far outweighs the risk that students may access information that is not consistent with educational goals and purposes.

Excelsior has developed and adopted this Student Internet Use Policy and Agreement ("Policy") to ensure that student access to and use of the Internet is consistent with the educational goals and purposes of Excelsior. This Policy sets forth student responsibilities and duties when accessing and using the Internet through Excelsior equipment and resource networks and when using email accounts maintained by Excelsior. Excelsior has deemed certain uses of the Internet inappropriate for an educational setting and therefore not appropriate for use with Excelsior equipment and resource networks. Excelsior stresses that an inappropriate use does not always mean that the use is "bad" or illegal, but only that the use does not further the educational goals and purposes of Excelsior.

In addition to the below identified policies, Excelsior will use technology protection measures that protect against Internet access (by both minors and adults) to visual depictions that are obscene, child pornography, or with respect to use by minors, harmful to minors. These measures may include, but are not limited to, installing a blocking system to block specific internet sites, setting Internet browsers to block access to adult sites, using a filtering system that will filter all Internet traffic and report potential instances of misuse and using a spam filter. Excelsior filters all internet traffic where inappropriate content is blocked by a firewall or software system which monitors individual student user accounts and activity. Internet traffic is monitored for inappropriate content as well as for illegal activities such as hacking and information theft.

In addition to providing physical measures to protect student internet usage, Excelsior also provides education through regularly held assemblies and workshops regarding internet safety and cyber bullying. Internet safety regarding appropriate behavior on social networking sites, chat rooms and other internet services is incorporated into mandatory assemblies held each year. Students are reminded that their use of Excelsior equipment and resource networks reflect upon Excelsior, and Students should guide their activities accordingly.

MOBILE DEVICE POLICY, PROCEDURE AND INFORMATION

The focus of the Mobile Device program at Excelsior Charter Schools is to provide tools and resources to the 21st Century Learner. Excellence in education requires that technology is seamlessly integrated throughout the educational program. Increasing access to technology is essential for that future, and one of the learning tools of these twenty-first century students is mobile devices. The individual use of mobile devices is a way to empower students to maximize their full potential and to prepare them for college and the workplace. Learning results from the continuous dynamic interaction among students, educators, parents and the extended community. Technology immersion does not diminish the vital role of the teacher. To the contrary, it transforms the teacher from a director of learning to a facilitator of learning. Effective teaching and

learning with mobile devices integrate technology into the curriculum anytime, anyplace. The policies, procedures and information listed below apply to all mobile devices used at Excelsior Charter Schools, including any other device considered by the Administration to come under this policy. Teachers may set additional requirements for use with their students.

Please Note:

- Students must enter their student username and password when using their Excelsior device.
- All internet activity is being closely monitored. Excelsior uses the program Gaggle to monitor all activity on each student's Chromebook, especially during the late evening through early morning hours; midnight - 6:00am.

Excelsior mobile device violations include:

- Illegal installation or transmission of copyrighted materials.
- Any action that violates existing Board policy or public law.
- Sending, accessing, uploading, downloading, or distributing offensive, profane, threatening, pornographic, obscene, or sexually explicit materials.
- Use of chat rooms, sites selling term papers, book reports and other forms of student work.
- Spamming-Sending mass or inappropriate emails.
- Gaining access to other students' accounts, files, and/or data.
- Use of the school's internet/E-mail accounts for financial or commercial gain or for any illegal activity.
- Use of anonymous and/or false communications
- Participation in credit card fraud, electronic forgery or other forms of illegal behavior.
- Vandalism (any malicious attempt to harm or destroy hardware, software or data, including, but not limited to, the uploading or creation of computer viruses or computer programs that can infiltrate computer systems and/or damage software components) of school equipment.
- Transmission or accessing materials that are obscene, offensive, threatening or otherwise intended to harass, demean, or bully recipients.
- Bypassing the Excelsior web filter through a web proxy.

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Student Discipline:
If a student violates any part of the above policy, or if a student removes the Mobile Device Management software or uninstalls any pre-installed profiles, disciplinary measures will follow based on administrator discretion.

Mobile Devices Left in Unsupervised Areas:
Under no circumstances should Mobile Devices be left unsupervised. Any Mobile Device left unsupervised is in danger of being stolen. If a Mobile Device is found in an unsupervised area, it will be taken to the front office. A student will not be charged the first time a Mobile Device is found unsupervised. The second time left unsupervised, the parent will be required to retrieve the Mobile Device. The third time there will be a $10 charge to retrieve the Mobile Device and the parent and student must pick it up. After the third time left unsupervised, disciplinary measures will be taken and documented in the student's school record.

**Please see Excelsior's Official Mobile Device Responsible Use Agreements in the Student Handbook for full details.

All violations of school rules, including mobile device and Technology user violations, are documented in student discipline logs.

The administration can review and modify all disciplinary decisions on a case-by-case basis.

II. STUDENT RESPONSIBILITIES

1. Use Limited to an Educational Purpose
The student acknowledges that access to the Internet via Excelsior equipment and resource networks is intended to serve and pursue educational goals and purposes. Student use of the Internet is therefore limited to only those activities that further or enhance the delivery of education. The student recognizes that he or she has a duty to use Excelsior equipment and resource networks only in a manner specified in the Policy.

a. Educational Purpose
"Educational purpose" means classroom activities, research in academic subjects, career or professional development activities, research in matters of civic importance or that further citizenship

in a democratic society, Excelsior approved personal research activities, or other purposes as defined by Excelsior from time to time.

b. Inappropriate Use
An "inappropriate use" is one that is inconsistent with an educational purpose or that is in clear violation of Excelsior policy.

2. Plagiarism
Researching information and incorporating that information into a student's work is an acceptable educational use, but students have an obligation to credit and acknowledge the source of information. Accordingly, the Student acknowledges that plagiarism is inappropriate and unacceptable. Plagiarism means the copying of a phrase, a sentence, or a longer passage from a source written by someone else and claiming the written work as the student's original work. Student agrees that when quoting from information obtained on the Internet, student will acknowledge the source through quotation or any academically accepted form of notation.

3. Copyright
Student agrees that student will not use Excelsior equipment or resource networks to download or print text, music, or pictures for the purpose of selling or giving the files to others unless specifically authorized by Excelsior and the owner of the copyrighted material.

4. Communication
Student agrees that student will use Excelsior equipment or resource networks or Excelsior email accounts in the following manner:

a. Student will not post on newsgroups or other message posting systems any communication containing profanity, racially disparaging remarks, or lewd and/or obscene language.
b. Student will not at any time use speech that is not appropriate for an educational setting. Examples of speech that is not appropriate for an educational setting includes, but is not limited to, inflammatory language, profanity, personal attacks, harassment, threats to do personal harm or other criminal activity, and language that is intended to be racially derogatory.
c. Student will not make threats against others.
d. Student will not reveal personal information about others.

Student agrees that student will use Excelsior equipment or resource networks or Excelsior email accounts in the following manner:

a. Student will not use email to send chain letters or "spam" email to a list of people or to an individual. Excessive email use may constitute grounds for suspecting misuse.
b. Student will not place illegal information on the Internet, nor will Student use the Internet in any way that violates federal, state, or local law.
c. All communications will be polite and respectful of others.
d. Student will not give out to any other Internet user or post on the Internet his or her name, address, or telephone number unless expressly authorized by Excelsior in writing.

In instances of misuse or suspected misuse, in addition to any disciplinary actions appropriate, the student's parent or guardian may be granted access to the student's email files.

5. Illegal, Dangerous Activities and Hacking
Students shall not use the Internet to perform any illegal act or to help others perform illegal acts. Illegal acts include, but are not limited to, any activities in violation of local, state, and federal law. Students shall not

access information designed to further criminal or dangerous activities. Such information includes, but is not limited to, information that if acted upon could cause damage, present a danger, or cause disruption to Excelsior, other students, or the community. Additionally, Student shall not damage, debilitate or disable computers, computer networks or systems through the intentional or overuse of electronic distribution or the spreading of computer viruses or other harmful programs. Student shall not engage in any unauthorized online access to other computers by means of hacking, downloading hacking tools such as port scanners, password crackers, explicit tools, etc., or use tools or systems to evade restrictions on what programs, sites, resources, etc. A Student can run on Excelsior's equipment.

6. Obscene Materials

Students acknowledge that obscene materials do not further an educational purpose. Accordingly, Student shall not use the Internet to access, upload, download, distribute, or transmit obscene materials or images. Obscene materials include, but are not limited to, materials that offend generally accepted social standards. This includes the access of or retrieval of any sexually explicit materials, and materials that are pornographic, abusive or threatening. Students are to exercise their best judgment when encountering sexually explicit or obscene materials. As a general rule, if the material could not be openly displayed in a classroom setting without violating generally accepted social standards, the material is obscene for purposes of this Policy and must not be accessed. Students further agree that students will not access any Internet site which requires the student to state that student is eighteen years of age or older as a condition of accessing the site.

7. Supervision and Student Privacy

Students acknowledge that computer equipment, Internet access, networks, and email accounts are owned by Excelsior and provided to students for educational purposes. Excelsior staff may monitor student access by turning screens, so they are visible. Excelsior also reserves the right to access stored computer records to ensure compliance with this Policy. Student is made aware that any communication over Excelsior owned networks is not private and acknowledges that email and records of Internet activities will be accessed under, but not limited to, the following circumstances:

a. Routine system maintenance.
b. General inspection or monitoring, with or without notice to Student, if there is suspicion of inappropriate use.
c. Specific review of individual files or monitoring of individual activity, with or without notice to Student, if there is suspicion that Student is engaging in inappropriate use.

8. Commercial Activities

Student agrees that Student will not use the Internet to buy or sell, or attempt to buy or sell, any service or product unless authorized by Excelsior in writing.

9. Information About Others

Student agrees that student will not make any statement or post any communication on the Internet about another person that he or she knows or suspects to be untrue.

10. Violation of Policy

The student acknowledges that violation of this Policy may result in a loss of Internet access and email privileges. If Student violates this Policy, or in any other way uses Excelsior equipment in a manner that is not consistent with educational uses, the student will be promptly notified that student has violated the Policy. The student will be given the opportunity to explain why Excelsior should deem the activity in question a use consistent with the educational purposes stated in this Policy. If Excelsior deems that the use is inconsistent with the educational purposes stated in this Policy, Excelsior may terminate the Student's Internet and email privileges. However, because one of the educational purposes in providing Internet access is to teach students to use the Internet appropriately, Excelsior reserves the right to fashion penalties to specific concerns or

specific violations, and Student acknowledges that student may receive penalties less than full termination of Internet or email privileges. Such penalties may include, but are not limited to, restricted access to the Internet or supervised access to the Internet and email.

The students also acknowledge that Excelsior will contact the proper legal authorities if Excelsior concludes or suspects that the Student's Internet activity is a violation of any law or otherwise constitutes an illegal activity.

11. Training

The student acknowledges that students will be required to attend training on the requirements of this Internet use policy as a condition of using Excelsior owned technology. Student must demonstrate an understanding of the policy prior to receiving an individual account on Excelsior's system.

Reference: Student Policy

USE OF SURVEILLANCE CAMERAS

I. Surveillance Cameras. The Board authorizes the use of video (not audio) cameras on Excelsior property to ensure the health, welfare and safety of all staff, students and visitors to Excelsior property, and to safeguard Excelsior facilities and equipment.

A. Permissible Locations. Video surveillance cameras may be used or placed in the following locations on campus:

1. Outdoor facilities: such as parking lots, walkways, picnic areas, athletic fields and stadiums and points of entrances and exits.

2. Indoor facilities: foyers, lobbies, hallways, and other common areas.

B. Impermissible Locations. Video surveillance cameras may not be used or placed in offices, classrooms, laboratories, locker rooms, restrooms or any location in a school where students are receiving instruction. For purposes of combating criminal activity, cameras may be used in the above locations when students are not in those locations but will not under any circumstances be placed in locker rooms or restrooms.

C. Notice. School employees and students shall be notified through student/parent and staff handbooks that video surveillance may occur on Excelsior property.

D. Video recording. Any recording made by a surveillance camera, on tape or digitally, shall be considered a public record as defined in the California Public Records Act.

E. As a general rule, the video record shall be maintained for a period not to exceed 30 calendar days and then destroyed. Copying over a previous recording on videotape or in a digital file is a permissible method of destroying an out-of-date video recording.

F. This policy is based on the presumption and belief that neither student, staff or guests have a reasonable expectation of privacy in those events that occur in plain view of other students, staff and guests in those public areas of a school campus subject to video surveillance as described above.

G. If a surveillance camera records unlawful conduct or conduct in violation of the policies of Excelsior Charter School on employee or student conduct, the record shall be admissible as evidence in any proceeding regarding the discipline of any student or staff member. In the event a video recording is used or

intended for use as evidence in a student or employee disciplinary proceeding that recording ceases to be a public record and from that point forward is and shall be considered a confidential student record as provided by the Family Educational Rights and Privacy Act (FERPA) and Protection of Pupil Rights Amendment (PPRA), Privacy of Student Records, or a confidential personnel record as defined in and provided by Policy for Employee Records.

H. Video and Audio Recording of School Activities. Parents, students, the public and the media are encouraged and authorized to photograph and/or videotape any school activities to which the public is invited as spectators, including but not limited to intramural and interscholastic athletic events, school plays, performances of the band or chorus, or any other similar public event. Neither students nor staff have any reasonable expectation of privacy at such events. Any student (or student's parent) who objects to this policy may be excused from participation in the activity. In the event a school is performing a copyrighted play or music, the school is authorized, as necessary and appropriate, to notify the public that video or audiotaping is prohibited.

II. Video and Sound Recording of Instruction and Virtual Classrooms.

A. As a general rule, students, parents, the public and the media may not video or audiotape classroom instruction or any other instructional activities that occur in school. It is the opinion and belief of the Department of Education as well as Excelsior Charter School that students and staff have a reasonable expectation of privacy regarding their performance in class. Students must feel free to respond to a teacher's questions, to participate in class discussions and to develop their vocational, artistic or other educational skills in an environment conducive to learning. This includes taking pictures, videos and screenshots in virtual classrooms as that could be a violation under FERPA.

B. Teachers, principals and other school administrators may use audio and/or videotape for legitimate educational or administrative purposes, including but not necessarily limited to:

1. Evaluating student and/or teacher performance;
2. Developing student or staff skills through self-assessment;
3. Accommodating the needs of students or staff with disabilities.

C. Video or audiotape recordings of students or staff instructional programs or activities are either confidential student records under FERPA or confidential personnel records and are not public records.

D. Students participating in virtual classrooms are hereby notified that they may be taped during class and the class instruction will be archived for future use.

EDUCATIONAL SERVICES

A-G REQUIREMENTS

If you're interested in entering the University of California as a freshman, you'll be required to have satisfied the "a-g" subject requirements.

The Subject Requirement is one of three requirements needed to enter UC as a freshman. Specifically, students must complete a pattern of 15 college-preparatory courses as shown in the table below. At least 11 of these courses need to be finished prior to the beginning of your senior year.

Each subject area or requirement is labeled with a letter (on the following page) to easily identify the different course requirements.

COLLEGE PREPATORY COURSES					
	R = the recommended year to complete the requirement **O/A** = optional or additional years for completing requirement **Grade**	9th	10th	11th	12th
a	History/Social Science (2years) 1year of US History and/or Government; 1 year of social science	R	O/A	R	R
b	English (4Years) – ELD students – level 7/8 is accepted as one of the 4 years	R	R	R	R
c	Math (3Years) minimum requirements are Algebra, Geometry and Intermediate Algebra; it's recommended that students pursue a 4th year (Trigonometry or Pre-Calculus)	R	R	R	R
d	Laboratory Science (2Years) 1 biological sciences and 1 physical sciences; a third year of laboratory science is recommended	R	R	O/A	O/A
e	Foreign Language (2Years) of the same language; a third year of foreign language is recommended	O/A	R	O/A	O/A
f	Visual and Performing Arts (1Year) of the same course sequence: dance, drama, music, or visual arts	R	O/A	O/A	O/A
g	College Preparatory Elective (1Year); an additional course from any of the areas above (Fine Arts must be a second-year level course to qualify)	R	O/A	O/A	O/A

ACADEMIC / NON-ACADEMIC COURSES

Academic Courses – These include all courses taken with the exception of those which count toward P.E. credits or general elective credits.
(Some examples include, but are not limited to, Math, English, Science, History, Fine Art, and Foreign Language.)

Non-Academic Courses – P.E. and Electives

Additional Information

Additional information may be obtained by reviewing the University of California website at:
http://admission.universityofcalifornia.edu/freshman/index.html

Financial Aid information:
https://studentaid.gov/ and www.finaid.org

Educational Opportunity program admissions:

https://www.calstate.edu/attend/student-services/eop/apply-to-eop

College entrance test information:
www.collegeboard.org

ALTERNATIVE CREDITS

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law. Alternative means may include:

1. Practical demonstration of skills and competencies.
2. Work experience or other outside school experience.
3. Vocational education classes offered in high schools.
4. Courses offered by regional occupational centers or programs.
5. Credit earned at a post-secondary institution.

Partial Credits:

California Education Code Section 51225.2 requires schools to accept and issue partial credits for the following pupils: foster, homeless, former juvenile school court pupil, child of a military family, migratory, and pupils participating in a newcomer program; and enroll the youth in the same or equivalent courses as those enrolled in at the previous school.

APPROVED "A-G" COMPLETION LIST

FOR EXCELSIOR CHARTER SCHOOLS

SOCIAL STUDIES COURSES **A**
5101- World History
5111- United States History
5122- Economics
5123- Government

ENGLISH COURSES **B**
2091- English I. 9th grade
2101- English II. 10th grade
2111- English III. 11th grade
2121- English IV 12th grade

MATH COURSES C

3101- Algebra 1
3111- Algebra 2
3904- Geometry
3123- Trigonometry
3120- Pre-Calculus
7339- Personal Finance

SCIENCE COURSES D

4226- Biology 1
4117- Chemistry
4108- Physics.
4093- Environmental Science with an Earth Science Emphasis

LANGUAGE OTHER THAN ENGLISH E

3001- Spanish 1
3002- Spanish 2
3006- Spanish 3

VISUAL PERFORMING ARTS F

9901- Art History 1
9960- ART 1
9180- ART 2
1912- Drama I
9880- Beginning/ Intermediate Tap Dance *
9623- Choir 1.- Concert Choir *
9624- Choir 2- Intermediate Show Choir *
9625- Choir 3- Acapella Choir *
7089- Broadcasting*
9224 – Yearbook
9627- Choir 4- Advanced Show Choir *
9120- Digital Photography & Publication *
9913- Guitar 1- Beginning *
9874- Intermediate Ballet/ Lyrical Technique and Terminology
* **9931-** Jazz Ensemble *
9992- Symphonic Winds *
1916- Television & Video Production *
9555- Percussion *
9556- Modern Band *
7799- Film 1 *
7789- Media Arts *
TBD- Creative Writing *

COLLEGE PREPARATORY ELECTIVE G

5903- Psychology
5464- Service Learning Leadership
4139- Geology
7245- Computer Science *
7277- Video Game Design*
5464- Leadership ASB*
6896- Child Development
2110- Mythology
6905A-Foods
TBD- Robotics *

Please see your site course descriptions for complete details and updates of courses available per course.
** Courses with an asterisk * are not available at all site locations.*

CAASPP (California Assessment of Student Performance and Progress)

The California Assessment of Student Performance and Progress (CAASPP) is the state academic testing program. CAASPP is a system intended to provide information that can be used to monitor student progress and ensure that all students leave high school ready for college and career.

Why is CAASPP important? It provides an opportunity to measure the skills of all students against academic standards. The results will not be used for any evaluative grade purposes. Instead, this information helps plan out curriculum supports, instruction, and resources to support student learning. Click on the link for more information on why it is important for your student to take the CAASPP tests.

https://www.cde.ca.gov/ta/ac/cm/documents/aiparticipation.pdf

Reference: Curriculum Policy

CAREER TECHNICAL EDUCATION (CTE)

Career and technical education is about helping students, workers and lifelong learners of all ages fulfill their working potential. First and foremost, it's about high school and college education that provides students with:

- Academic subject matter taught with relevance to the real world, often called contextual learning.
- Employability skills, from job-related skills to workplace ethics.
- Education pathways that help students explore interests and careers in the process of progressing through school.

But career and technical education is also about:

- Second-chance education and training for the unemployed and those seeking to upgrade their employability skills.
- Education to earn additional degrees, especially when related to career advancement.
- Corporate training, continuing education, skills upgrades and refresher courses for those already in the workplace.

To learn more about CTE please go to http://www.cde.ca.gov/ci/ct . If you have any questions regarding CTE, contact Secondary, Postsecondary and Adult Leadership Division at 916-327-5055.Students may meet with their Counselor to help them choose courses that will meet college admission requirements or be able to provide the information on enrolling in CTE.

To learn more about CTE offerings *at your site and to sign up*, please contact your school counselor or educatonal advisor.

COLLEGE TEXTBOOK REIMBURSEMENT

Reimbursements will be made only for classes that are indicated in the college course catalogue as transferable to UC or CSU and approved by the Excelsior School Administrator or Designee. Students must present their Official Transcript (C or better) along with Original Receipt(s) and their Book to the site administrator within 60 days upon completion of class in order to receive reimbursement.

Reimbursement will be made only for the following items:

1. Textbooks required for the class that are not available through Excelsior
2. Lab supplies required for the class that are not available through Excelsior

ALL ITEMS SUBMITTED FOR REIMBURSEMENT WILL BE COLLECTED BY EXCELSIOR AND BECOME THE PROPERTY OF EXCELSIOR.

Reimbursement <u>will not</u> be made for the following items:

1. Blue Books
2. Any items not required for the class
3. Notebooks
4. Parking/ASB (optional fees)
5. Scantron Sheets
6. Pens or Pencils
7. Notebook Paper

Please see your site course catalog for a complete list of approved courses for textbook reimbursement. The Excelsior Administrator or Designee will present verification of returned books along with original receipts attached to the requisition to the Business Department for reimbursement. Upon receipt of these items, the Business Department will issue a reimbursement check directly to the parent/guardian.

Reference: Curriculum Policy

COMMON CORE

The curriculum standards are designed to ensure that students are prepared to enter in two- or four-year college programs or enter the workforce. The standards are clear and concise to ensure that parents, teachers, and students have a clear understanding of the expectations in reading, writing, speaking and listening, language and mathematics in school. The Common Core State Standards enable collaboration between states on a range of tools and policies, and include the following;

- Textbooks, digital media, and other teaching materials that align to the standards.
- The development and implementation of common comprehensive assessment systems to measure student performance annually will replace existing state testing systems.

For more detailed information on the common core standards please visit:
http://achievethecore.org/common-core-intro-for-parents

COURSE-TESTING

TESTS

1. All students are required to take formative and summative tests in all core subjects. (English, Math, Science, and History) Many of these tests fall at the end of the Quarter and include Interim Assessments.

2. Cheating on any assessment is not tolerated. Students will receive a "0" grade for cheating.

3. Failure to take a test will result in a "0" grade for that test.

Reference: Curriculum Policy

CREDIT REQUIREMENTS FOR EXCELSIOR

Each student shall pass at least 220 credits of course work after completing the eighth grade. Remedial instruction (summer school or tutorial) will be provided for 7th through 12th grade students not making adequate progress towards the completion of graduation requirements (credits and proficiency). All credits are required to be verified for graduation. (Ed Code 51225.3)

Grade 9	< 30 Credit Completed
Grade 10	< 90 Credit Completed
Grade 11	< 150 Credit Completed
Grade 12	220 + Credit Completed

Reference: Admissions/Enrollment Policy & Curriculum Policy & Student Policy

DUAL ENROLLMENT

AB 1451 allows certain high school pupils to take classes at community colleges. These pupils are defined in statute as special-admits and the programs in which they participate are known as concurrent or dual enrollment programs. The main target of these programs is advanced education and the work completed in them is primarily defined as college-level work. Excelsior Charter Schools believes that where appropriate, participation in college coursework, smooths the high school-to-college transition, provides our students a level of increased academic rigor, access to robust Career Technical Education/Vocational job ready programs at a reduced cost.

JH-Students can enroll in college courses and receive 3.33 times the credit on their junior high school transcript in the corresponding subject areas for GPA purposes.

HS-Students can enroll in college courses and receive 3.33 times the credit on their high school transcript in the corresponding subject areas for graduation and GPA purposes.

Participation in any college dual enrollment program includes the following:

- Student must apply for admission at the college and follow the college's admissions procedures and policies.
- Student will complete a dual enrollment form (available at the student's campus) which must be signed by the school principal or school official.

- Student takes the completed dual enrollment form to the college during the registration period to sign up for classes.

- All grades earned via dual enrollment during **Junior High**, will be included on the student's junior high school transcript to include the student's GPA and as part of their permanent record.

- All grades earned via dual enrollment during **High School**, will be included on the student's high school transcript to include the student's GPA and as part of their permanent record.

- Only courses identified in the respective college course catalogs as transferable to CSU/UC in which the student has earned a grade of "C" or better will be "weighted" on the student's current grade level/school year transcript (See Grade Weighting Policy).

- Summer Term Coursework: Summer Term at Excelsior is an extension of the student's current academic year and grade level. Any coursework completed and credit earned over Summer will be added to the current grade level and school year.

- It is the student's responsibility to submit a copy of their official dual enrollment college transcript during the semester immediately following the end of the course to their Facilitator.

ELPAC

English Language Proficiency Assessments for California

Students in Kindergarten through Grade Twelve whose home language is not English are required by law to take an English skills test. In California, the test is called the ELPAC.

This test helps schools identify and supports students who need to improve their skills in listening, speaking, reading, and writing within the English Language. Excelsior is required to test students yearly who are still learning English.

State law (California) and Federal laws (Titles I & III of Every Students Succeeds Act) require that all students whose primary language is a language other than English be assessed for English Language Proficiency (ELP). The legal basis for requiring ELP testing is that all students have the right to an equal and appropriate education, and any English language limitations (left unidentified or unaddressed) could preclude a student from accessing that right.

GPA DETERMINATION

Grade Point Average (GPA)
For this document, total GPA and academic GPA will be defined as follows:

Total GPA- Refers to all courses taken.

Academic GPA- Refers to all courses taken except for those listed as nonacademic. Advanced placement

courses, and UC/CSU-approved courses taken at local community colleges will be weighted (A= 5 points) on the student's Academic GPA and Total GPA.

Courses taken at community colleges will be weighted only if they are identified as UC and/or CSU transferable in the respective community college course catalog in the year the course was taken. All grades from courses taken at the community colleges will be included as part of the student's official high school transcript and calculated in the grade point average. The number of credits earned for the respective course has an impact on grade point average calculation.

Repeated Courses
In some circumstances, students may choose to repeat a course in order to earn a grade of C or better for A-G purposes. Both letter grades will be included in a student's calculated GPA.

**See the following page for a list of grade level course requirements.

GRADE LEVEL COURSE REQUIREMENTS-HS

***For classes graduating prior to 2029**

Below is the schedule of courses to be taken for each grade level. For a student to be classified in the next level, they must first complete the required courses in the previous grade level(s).

GRADE LEVEL 9

All course requirements of 7th & 8th grade.

One year of English ***R***

One year of core Mathematics ***R***

One year of core Science ***R***

One year of World History ***R***

One year of Fine Arts Elective ***R***

One year of Physical Education ***R***

GRADE LEVEL 10

All course requirements of 9th grade.

One year of English ***R***

One year of core Mathematics ***R***

One year of core Science ***R***

One year of Foreign Language course ***R***

One year of P.E. / Health ***R***

One year of Elective course ***R***

GRADE LEVEL 11

All course requirements of 9th & 10th grade.

One year of English ***R***

One year of core Mathematics ***R***

One year of core Science ***O/A***

One year of US History ***R***

One year of Elective course ***R***

One year of Foreign Language course ***R***

GRADE LEVEL 12

All course requirements of 9th, 10th & 11th grade.

One year of English ***R***

One year of core Mathematics ***O/A***

One year of core Science ***O/A***

½ year of Government ***R***

½ year of Economics ***R***

One year(s) of Elective course ***R***

R= *the recommended year to complete the requirement*
O/A= *optional or additional years for completing requirement*

STUDENTS MUST COMPLETE ALL ACADEMIC COURSE WORK
Prior to participating in any commencement exercises.

GRADE LEVEL COURSE REQUIREMENTS-HS

***For the class of 2029 and beyond**

Below is the schedule of courses to be taken for each grade level. For a student to be classified in the next level, they must first complete the required courses in the previous grade level(s).

GRADE LEVEL 9

All course requirements of 7th & 8th grade.

One year of English ***R***

One year of core Mathematics ***R***

One year of core Science ***R***

One year of World History ***R***

One year of Foreign Language course R

One year of Fine Arts Elective ***R***

One year of Physical Education ***R***

GRADE LEVEL 10

All course requirements of 9th grade.

One year of English ***R***

One year of core Mathematics ***R***

One year of core Science ***R***

One year of Foreign Language course ***R***

One year of P.E. / Health ***R***

One year of Elective course ***R***

GRADE LEVEL 11

All course requirements of 9th & 10th grade.

One year of English ***R***

One year of core Mathematics ***R***

One year of core Science ***O/A***

One year of US History ***R***

One year of Elective course ***R***

One year of Foreign Language course ***R***

GRADE LEVEL 12

All course requirements of 9th, 10th & 11th grade.

One year of English ***R***

One year of core Mathematics ***O/A***

One year of core Science ***O/A***

½ year of Government ***R***

½ year of Economics ***R***

One year(s) of Elective course ***R***

½ year of American Studies ***R***

½ year of Personal Finance ***R***

***R**= the recommended year to complete the requirement*
***O/A**= optional or additional years for completing requirement*

STUDENTS MUST COMPLETE ALL ACADEMIC COURSE WORK
Prior to participating in any commencement exercises.

GRADING SCALE

For Report Cards

Letter Grade	Percent Grade	4.0 Scale
A+	97-100	4.0
A	93-96	4.0
A-	90-92	3.7
B+	87-89	3.3
B	83-86	3.0
B-	80-82	2.7
C+	77-79	2.3
C	73-76	2.0
C-	70-72	1.7
D+	67-69	1.3
D	60-66	1.0
F	Below 60	0.0

"CR" for Credit earned - does not affect GPA calculation
"NC" for No Credit earned - does not affect GPA calculation

HIGH SCHOOL GRADUATION REQUIREMENTS

*For classes graduating prior to 2029

Course Requirements

To obtain a diploma of graduation from high school, students shall complete at least the following courses in grades 9 through 12, with each course being one year unless otherwise specified:

ENGLISH ..... 40 credits

9th – English 1…..... 10 credits
10th – English 2…..... 10 credits
11th – English 3…..... 10 credits
12th – ERWC .....10 credits

MATHEMATICS ..... 30 credits

*California Education Code specifies that beginning with the graduating class of 2003-04 and each subsequent year, pupils must meet the following minimum graduation requirements for mathematics:

- Required in 9th, 10th, and 11th grade.
- Math Placement Test
- One or a combination of these courses must meet or exceed the rigor of the content standards for Algebra 1.

SCIENCE .....20 credits

- Required in 9th, 10th, and/or 11th grade.
- 1-year biological science.....10 credits
- 1-year physical science .....10 credits

HISTORY/SOCIAL STUDIES .....30 credits

9th or 10th – World History… .....10 credits
11th – U.S. History..... 10 credits
12th – American Government .....5 credits
12th – Economics .....5 credits

VISUAL or PERFORMING ARTS; FOREIGN LANGUAGE; or CAREER TECHNICAL EDUCATION.....10 credits

PHYSICAL EDUCATION/ HEALTH.....20 credits

ELECTIVES ..... 70 credits

TOTAL CREDITS REQUIRED.....220 credits

HIGH SCHOOL GRADUATION REQUIREMENTS

*For the class of 2029 and beyond

Course Requirements

To obtain a diploma of graduation from high school, students shall complete at least the following courses in grades 9 through 12, with each course being one year unless otherwise specified:

ENGLISH ..... 40 credits

9th – English 1…..... 10 credits
10th – English 2…..... 10 credits
11th – English 3…..... 10 credits
12th – ERWC .....10 credits

MATHEMATICS ..... 30 credits

*California Education Code specifies that beginning with the graduating class of 2003-04 and each subsequent year, pupils must meet the following minimum graduation requirements for mathematics:

- Required in 9th, 10th, and 11th grade.
- Math Placement Test
- One or a combination of these courses must meet or exceed the rigor of the content standards for Algebra 1.

SCIENCE .....20 credits

- Required in 9th, 10th, and/or 11th grade.
- 1-year biological science.....10 credits
- 1-year physical science ..... 10 credits

HISTORY/SOCIAL STUDIES ..... 35 credits

9th or 10th – World History… .....10 credits
11th – U.S. History. ..... 10 credits
12th – American Government .....5 credits
12th – Economics .....5 credits
12th – American Studies…….5 credits

VISUAL or PERFORMING ARTS; FOREIGN LANGUAGE; or CAREER TECHNICAL EDUCATION.....10 credits

PHYSICAL EDUCATION/ HEALTH.....20 credits

ELECTIVES ..... 60 credits

PERSONAL FINANCE……...…5 credits

TOTAL CREDITS REQUIRED.....220 credits

ADDITIONAL GRADUATION REQUIREMENTS:

Beginning with the Class of 2024, in order to graduate from High School a student must also complete **at least one** of the following:

- Complete the UC/CSU A-G requirements with a grade of C or better in all courses
- Complete a CTE Pathway of at least four semesters in the same pathway with a grade of C or better
- Complete at least two Dual Enrollment courses with a grade of C or better (does not include Physical Education or remedial courses)
- Complete an industry recognized certification

Reference: Curriculum Policy

HONOR ROLL

Excelsior has two honor roll awards to present to its students. Students must be in good standing for the semester.

JUNIOR HIGH

Honor Roll: This is composed of students who have a weighted academic GPA of 3.0 through 3.79 while taking a minimum of four core courses in the 7th and 8th grades.

Principal's Honor Roll: This is composed of students who have a weighted academic GPA of 3.8 through 4.0+ while taking a minimum of four core courses in the 7th and 8th grades.

Only courses identified in the respective college course catalogs as transferable to CSU/UC in which the student has earned a grade of "C" or better will be "weighted" on the student's junior high school transcript (See Grade Weighting Policy).

HIGH SCHOOL

Honor Roll: This is composed of students who have an Academic & UC Approved GPA of 3.0 through 3.79

Principal's Honor Roll: This is composed of students who have an Academic & UC Approved GPA of 3.8 through 4.0+

Only courses identified in the respective college course catalogs as transferable to CSU/UC in which the student has earned a grade of "C" or better will be "weighted" on the student's high school transcript (See Grade Weighting Policy).

> ***Note:*** *Students with repeated discipline violations and students who are suspended from school for violations of school rules will not be considered for Honor Rolls.*

JUNIOR HIGH COURSE REQUIREMENTS

Students are assigned a combination of the following course subjects to meet a total of 60 credits per year.

COURSE ASSIGNMENTS
7th Grade

Subject	Credits Per Year
Math	10
English 7	10
Science 7	10
History 7	10
P.E.	10
Electives	10
Total Per Year	**60**

COURSE ASSIGNMENTS
8th Grade

Subject	Credits Per Year
Math	10
English 8	10
Science 8	10
History 8	10
P.E./Health	10
Electives	10
Total Per Year	**60**

JUNIOR HIGH PROMOTION REQUIREMENTS

To obtain a Certificate of Promotion from Junior High, students are expected to complete all assigned courses. Board policy on student retention and promotion will be used to meet individual students' needs.

Reference: Student Policy

MATH PLACEMENT TEST

Excelsior Charter Schools is committed to providing a rigorous Mathematic program for students preparing them for college and their future. The governing board acknowledges the importance of accurate placement of pupils in courses that are challenging and appropriate. Fair and appropriate Mathematics placement will be overseen by the Superintendent or designee.

During the transition from 8th to 9th grade, and or transitioning into grade's 9-12 at Excelsior Charter Schools, the subsequent standards and qualifications will be utilized for a pupil's placement in Mathematics classes:

Multiple objective academic measures will be utilized such as but are not limited to:

- All entering Freshman will take an internal mathematics placement assessment:
  - Current 8th Grade students will take the assessment in Spring of 8th Grade.
  - Incoming Freshman will take the assessment within 14 days of enrolling with Excelsior Charter School.
- Principal/ Teacher recommendation based upon review of student's most current transcript.
- Examination and consideration of Mathematics assessment score on the California Assessment of Student Performance and Progress (CAASPP) exam.

Students are placed in a math class based on the courses they have taken in middle school and in accordance with the above standards and qualifications. Within the first month (30 calendar days), students will be given an assessment as a "check point" to ensure accurate placement. If a student is found to be inappropriately placed within the first month, then resources will be provided to the student and his or her family with options to remedy the placement concerns.

Annually the Superintendent or their designee will review Math performance data to ensure that pupils who are qualified to progress in mathematics courses are based solely on their performance. No student will be held back based on their race, ethnicity, gender, or socioeconomic background.

Education Code:
California Senate Bill No. 359, Chapter 508

Reference: Curriculum Policy

PROMOTION AND RETENTION

Most students will make regular progress through the grades and participate in educational programs designed for their age and maturity. However, individual circumstances may indicate a need for acceleration or retention. Factors to be considered in determining grade placement should include the educational progress of the individual student, age, physical and/or social maturation, and mental ability. The decision-making process to establish grade placement should involve the pupil, principal, parent, teacher(s) and other school personnel.

Students are expected to progress through each grade within one school year. To accomplish this, instruction should:

- Accommodate the varying interests and growth patterns of individual students
- Include strategies for addressing academic deficiencies when needed
- Demonstrate student growth in learning
- Meet grade-level state standards of expected student achievement.

When high academic achievement is evident, the Superintendent or designee may recommend a student for acceleration into a higher grade level. The student's social and emotional growth will also be taken into consideration when making this determination.

Progress toward high school graduation shall be based on the student's ability to pass the courses necessary to earn the required number of credits. The student must also meet the minimum proficiency requirements set by the Governing Board.

As early as possible in the school year and in student's school careers, The Superintendent or designee shall identify students who should be retained and/or who are at risk of being retained in accordance with education law and board policy. When a student is identified as being at risk of retention, the site principal or designee shall notify the student's parent or guardian at the following times:

- Within the first 30 days of the school year
- By the end of Quarter1
- On the report card at the end of each semester
- By the end of Quarter 3

The counselor's evaluation shall be provided and discussed with the student's parent/guardian and principal at an academic contract meeting before any final determination of retention or promotion. The principal shall also provide a copy of the school's promotion/retention policy to those parents/guardians who have been notified that his/her child is at risk of retention.

SEXUAL HEALTH AND HIV/AIDS

JUNIOR HIGH PREVENTION INSTRUCTION

HIV/AIDS prevention instruction shall be offered at least once in junior high and once in high school. (EC 51934)

The purpose of the school's sexual health and HIV/AIDS prevention instruction is to provide students with the knowledge and skills necessary to protect them from unintended pregnancy and sexually transmitted diseases and to encourage students to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family.

Excelsior's curriculum shall be aligned with the state's content standards, based on medically accurate and factual information, and designed to teach students to make healthy choices and reduce high-risk behaviors. Excelsior Charter School's program will comply with the requirements of law and board policy and will respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

A parent/guardian may request in writing that his/her child be excused from participating in HIV/AIDS prevention or sexual health education. Students excused by their parents/guardians shall be given an alternative educational activity (EC 51240, 51939).

Reference: Student Policy

HIGH SCHOOL PREVENTION INSTRUCTION

The California Healthy Youth Act, which took effect in January 2016, requires school districts throughout the state to provide students with comprehensive sexual health education, along with information about HIV prevention, at least once in high school and once in middle school. (EC 51932 et seq.)

The purpose of the school's sexual health and HIV/AIDS prevention instruction is to provide students with the knowledge and skills necessary to protect them from unintended pregnancy and sexually transmitted diseases and to encourage students to develop healthy attitudes concerning adolescent growth and development, body image, gender roles, sexual orientation, dating, marriage, and family.

Excelsior's curriculum shall be aligned with the state's content standards, based on medically accurate and information, and designed to teach students to make healthy choices and reduce high-risk behaviors. Excelsior Charter School's program will comply with the requirements of law and board policy and will respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

A parent/guardian may request in writing that his/her child be excused from participating in HIV/AIDS prevention or sexual health education. Students excused by their parents/guardians shall be given an alternative educational activity (EC 51240, 51939).

More information can be found on the CDE's web site here: https://www.cde.ca.gov.

Reference: Student Policy

SUMMER SCHOOL

Who is eligible for summer school? All credit deficient students are eligible. This is a great opportunity to make up a failed course and avoid having to add another during the regular school year.

How many credits or classes can I take? Students may take up to 20 credits. Additional credits may be allowed with administrative approval and only for 11th and 12th grade students.

How do I enroll for summer school? Contact your Counselor and they will discuss the courses and get you enrolled.

What is being taught in the class? The English and Math courses will aim to meet students where they are and make meaningful progress with content understanding for their appropriate grade level. The overarching goal for all students will be preparing them to succeed in English and/or Math. Content delivery methods will vary. Attendance and participation in classroom activities are essential for success in the fast-paced summer school program.

HEALTH

ADMINISTRATION OF MEDICATION

Before Excelsior will allow a student to carry and self administer prescription auto-injectable epinephrine, or inhaled asthma medication, or have authorized School personnel administer medications or otherwise assist a student in administering his or her medication, Excelsior must receive a copy of the following:

- A written statement executed by the student's authorized health care provider specifying the medication the student is to take, the dosage, and the period of time during which the medication is to be taken and a statement that the medication must be taken during regular school hours, as well as detailing the method, amount and time schedule by which the medication is to be taken;
- A written statement by the student's parent or guardian initiating a request to have the medication administered to the student or to have the student otherwise assisted in the administration of the medication, in accordance with the authorized health care provider's written statement. The written statement shall also provide express permission for Excelsior to communicate directly with the authorized health care provider, as may be necessary, regarding the authorized health care provider's written statement.
- In the cases of self-administration of asthma medication or prescription auto-injectable epinephrine, Excelsior must also receive a confirmation from the authorized health care provider that the student is able to self-administer the medication and a written statement from the parent/guardian consenting to the student's self-administration and releasing Excelsior and its personnel from civil liability if the self-administering student suffers an adverse reaction by self- administering his/her medication.

  New statements by the parent/guardian and the authorized health care provider shall be required annually and whenever there is a change in the student's authorized health care provider, or a change in the medication, dosage, method by which the medication is required to be taken or date(s), or time(s) the medication is required to be taken. If there is not a current written statement by the student's parent or guardian and authorized health care provider, Excelsior may not administer or assist in administration of medication. Excelsior will provide each parent with a reminder at the beginning of each school year that they are required to provide the proper written statements.

  Parent(s)/guardian(s) of students requiring administration of medication or assistance with administration of medication shall personally deliver (or, if age appropriate, have the student deliver) the medication for administration to the Principal.

  (For complete policy go to Student Board Policy on Administration of Medications)

Reference: Student Policy

MENSTRUAL EQUITY FOR ALL ACT OF 2021

(a) On or before the start of the 2022–23 school year, a public school, including a school operated by a school district, county office of education, or charter school, maintaining any combination of classes from grades 6 to 12, inclusive, shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

(b) A public school described in subdivision (a) shall not charge for any menstrual products provided to pupils.

(c) A public school described in subdivision (a) shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

(d) For purposes of this section, "menstrual products" means menstrual pads and tampons for use in connection with the menstrual cycle.

(e) This section shall become operative on July 1, 2022.

SUICIDE PREVENTION NOTIFICATION

Protecting the health and well-being of all students is of utmost importance to Excelsior Charter Schools and the Governing Board. The school board has adopted a suicide prevention policy which adheres to Ed Code Section 215, Assembly Bill AB2246 and 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. This will occur through special school assemblies, school participation in Youth Suicide Prevention Week, access to resources, and course curriculum.

2. Each school will designate a suicide prevention coordinator to serve as a point of contact for students in crises and to refer students to appropriate resources.

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 national resources which they can contact for additional support, such as:
    - The National Suicide Prevention Lifeline 1-800-273-8255 (TALK) (www.suicidepreventionlifeline.org)

- The Trevor Lifeline 1-866-488-7386 (www.thetrevorproject.org)

5. 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.

6. 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.

7. For a more detailed review of policy changes, please see the district's full suicide prevention policy.

Reference: Student Policy

NONDISCRIMINATION

(See next 2 pages for nondiscrimination information)

NONDISCRIMINATION INFORMATION

Where and how to file a complaint of discrimination harassment, intimidation and bullying

The *California Code of Regulations*, Title 5, Chapter 5.1, Section 4600, et seq. establishes Uniform Complaint Procedures to be followed for complaints of discrimination, harassment, intimidation and bullying. The regulations require:

The local educational agency (school district) adopts policies and procedures consistent with California Code of Regulations, Title 5, sections 4600 – 4687.

The district's complaint procedure should be published in the student handbook. If not, contact the district office and request a copy of the nondiscrimination policy and complaint procedures (the policy and process should be similar to the information provided in this brochure).

The complaint must first be filed with the school district; follow the directions, steps and time lines in the district's complaint procedures; if there are questions about the procedures, ask for the name of the person responsible for handling discrimination, harassment, intimidation, and bullying complaints; contact the person for questions and clarification.

The complaint must be written and can be filed by a student, parent, or interested parties or organizations; **it must be filed within six months of the date of the alleged discrimination, harassment, intimidation, harassment or bullying, or when knowledge of the facts was first acquired.**

The district has 60 days to complete an investigation into the allegations and prepare a final written report that is to be sent to the person(s) that filed the complaint; during this process, an opportunity to submit evidence is provided. **If the investigation and report are not completed within 60 days, you may contact the Department for assistance at the address for filing an appeal.**

If all the steps of the school district's complaint procedures have been followed and there is disagreement with the decision, an appeal to the State Superintendent of Public Instruction can be made; **any appeal must be filed within 15 days of the school district's final decision on the complaint**.

To file an appeal, write to:

California Department of Education
Education Equity UCP Appeals Office
Sophia Aguilar, Staff Services Manager
1430 N Street, Suite 5405
Sacramento, California 95814
Telephone 916-319-8239
Email eeucpappeals@cde.ca.gov

An appeal to the Department must:

- Be in writing and signed;
- Include a copy of the complaint and the school district's final decision;
- Specify the basis for the appeal and whether the facts in the decision are incorrect and/or the law is misapplied
- **Unless the Department requests it, the Department shall not receive evidence from the parties that could have been submitted to the school district's investigator during the investigation**

Department's Appeal Procedures

- **When the appeal is complete**, the Department obtains the school district's investigation file and determines whether:
  - The district followed its complaint procedures;
  - The evidence supports the district's findings of fact;
  - The district correctly applied the law.

If the Department finds the evidence supports the decision and the law is correctly applied, the appeal shall be denied;

If the Department finds the appeal has merit, the Department may:

- If there is a lack of substantial evidence or a procedural defect, send the complaint back to the school district for further investigation; or
- Issue a decision based on the evidence in the investigation file; or
- If it is in the best interests of the parties, conduct a further investigation of the complaint and issue a decision when the further investigation is completed.

If the Department finds the appeal has merit, the Department's decision on appeal shall contain the following:

- A finding that the school district did or did not comply with its complaint procedures
- The Department's findings of fact and conclusions of law regarding the issue(s) on appeal;
- Where appropriate, remedial orders or corrective actions to the school district to address the violations. If the school district fails to comply, the Department may use any means authorized by law to enforce these orders or actions. (Title 5, *California Code of Regulations*, Section 4670.)

Suggestions for students, parents and others when filing a complaint of discrimination, harassment, intimidation or bullying.

Make sure the law applies to the situation you are complaining about; to constitute discrimination, harassment, intimidation or bullying, **the school district's actions must be based on one or more of the listed protected classes** (disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation); the district's action must also adversely affect the student;

Explain why it is discrimination, harassment, intimidation or bullying based on a protected class; provide as much specific documentation and information as possible, including the names and contact information of any witnesses. **Evidence that could have been submitted to the school district during the investigation may not be considered by the Department on appeal.**

Explain what you would like to have happen as a result of the complaint; give your name, address and telephone numbers where you can be reached.

For additional information or concerns contact the Education Equity UCP Appeals Office.
www.cde.ca.gov
This handout meets the requirements and expectations set forth in California *Education Code* Section 234.3.

August 2015

PROHIBITION OF DISCRIMINATION, HARASSMENT, INTIMIDATION AND BULLYING IN CALIFORNIA PUBLIC SCHOOLS

Education Equity UCP Appeals Office
Sophia Aguilar, Manager
1430 N Street, Suite 5405
Sacramento, CA 95814
Telephone 916-319-8239
Email eeucpappeals@cde.ca.gov

The California Department of Education is committed to and expects school districts to create and maintain a non-discriminatory and safe learning environment.

What the law states:

California *Education Code* Sections 200 and 220

It is the policy of the State of California to afford all persons in public schools, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, equal rights and opportunities in the educational institutions of the state.

Penal Code Section 422.55.

"Hate crime" means a criminal act committed, in whole or in part, because of one or more of the following actual or perceived characteristics of the victim:

- Disability.
- Gender.
- Nationality.
- Race or ethnicity.
- Religion.
- Sexual orientation.
- Association with a person or group with one or more of these actual or perceived characteristics.

California *Education Code* Section 201.

Provides legislative declarations in support of the policy, such as:

- students in public schools are entitled to participate fully in the educational process free from discrimination, harassment, intimidation, and bullying,
- public schools are to take affirmative steps to combat racism, sexism, and other forms of bias,
- prevent and respond to acts of hate violence and bias-related incidents in an urgent manner,
- teach and inform students about their rights and rights of others in order to increase awareness and understanding in order to promote tolerance and sensitivity.

California *Education Code* Section 220.

Prohibits discrimination on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code

California *Education Code* Section 221.5

Prohibits discrimination on the basis of sex with regard to enrollment in classes or courses, career counseling and availability of physical education activities or sports to both sexes.

- Students must be permitted to participate in sex-segregated school programs and activities, including athletic teams and competitions, and use facilities **consistent with their gender identity, regardless of the gender listed in their student records.**

California *Education Code* Section 234

The Safe Place to Learn Act - It is the policy of the State of California to ensure that all local educational agencies continue to work to reduce discrimination, harassment, violence, intimidation, and bullying. It is further the policy of the state to improve pupil safety at schools and the connections between pupils and supportive adults, schools, and communities.

Section 234.1 requires the following responsibilities of the local educational agencies:

- **Adopt a policy that prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived characteristic**s contained in Section 422.5 of the Penal Code and Section 220 of the Education Code and include a statement that the policy applies to all acts related to school activity or school attendance that occurs within a school under the jurisdiction of the superintendent of the school district. In addition, it is to state that **school personnel are to take immediate steps to intervene, when safe to do so, if he or she witnesses an act of discrimination, harassment, intimidation, or bullying.**
- **Adopt and implement a complaint process** to receive, investigate, and resolve complaints of discrimination, harassment, intimidation, and bullying based on any of the actual or perceived characteristics contained in Section 422.55 of the Penal Code and Section 220 of the Education Code. **The complaint process shall include, but not limited, to the following:**
  a. **A timeline to investigate and resolve complaints** of discrimination, harassment, intimidation or bullying that schools under the jurisdiction of the school district shall follow.
  b. **An appeal process** provided to the complainant should he or she disagree with the resolution of a complaint.
  c. All forms developed relative to this process shall be translated pursuant to Section 48985 of the Education Code.
- **Post policies that prohibit discrimination, harassment, intimidation, and bullying** in schools and offices, include staff lounges and rooms that hold student government meetings,
- **Publicize policies that prohibit discrimination, harassment, intimidation, and bullying** to parents, students, employees, agents of the governing board, and the general public and the complaint procedures, and how to file a complaint. The information is to be translated according to Section 48985.
- **Maintain documentation of complaints** and the resolution for a minimum of one review cycle
- **Protect complainants from retaliation**, and ensure the identity of a complainant remains confidential**.**
- **Designate a responsible local educational agency officer for ensuring compliance** with Chapter 5.3 (commencing with Section 4900 of Division 1, Title 5 of the *California Code of Regulations* and Chapter 2 (commencing with Section 200). Section 4900 prohibits discrimination, or any other form of illegal bias, including harassment, in the provision of and participation in all educational programs and activities, on the basis of sex, sexual orientation, gender (including a person's gender identity and gender expression), ethnic group identification, race, ancestry, national origin, religion, color, or mental or physical disability

STAFF AND STUDENT INTERACTION

The purpose of this policy to provide additional specificity to the standards of conduct embodied in current Excelsior ethics-related rules and regulations so that staff members clearly understand the prohibitions and behavior boundaries which must govern their conduct. (For purposes of this policy, staff includes all school employees certificated or classified; coaches or advisors; full-time or part-time; and volunteers). The rules of conduct set forth in this policy are not intended to serve as a comprehensive delineation of requirements, limitations, or prohibitions on staff conduct and activities established by this school. Rather, the components of this policy serve:

- To alert staff to some of the more sensitive and often problematic matters involved in staff student relationships.
- To specify Boundaries the crossing of which is contrary to accepted norms of behavior and in conflict with the duties and responsibilities of staff.
- To provide staff members with clear guidance in conducting themselves in a manner that reflects high standards of professionalism. (It is important for Excelsior to maintain a school-wide culture in which students and staff understand their responsibilities to report sexual misconduct without fearing that school leaders will betray them if they do. To prevent sexual abuse and exploitation, students and staff must know that the administration will investigate reports about possible misconduct.)
- To clarify improper action may have significant consequences.
- To provide an environment that empowers staff and students to identify actions that appear to have crossed Boundaries.
- To define the process that Excelsior will use for addressing potential improper conduct.
- To preserve student and staff privacy rights during any pending investigation as much as possible.

General Policy Provisions

Actions by staff members that are inconsistent or in conflict with the values established by Excelsior can harm students, staff members, and the school's operation; therefore, such actions are unacceptable. It is the policy of this school that all employees always conduct themselves in a manner that reflects the ethical standards consistent with the rules contained in this policy and otherwise proclaimed by this school. The provisions set forth herein are intended to guide all Excelsior staff members toward conduct that reflects the high standards of behavior and professionalism required of school employees while defining interaction boundaries between students and staff members.

While all Boundaries and/or situations cannot be addressed in a single policy, the issues delineated herein are among those that can be most problematic for staff members and that can have the greatest potential for a negative impact on this school and its community. Staff members should seek guidance in their daily conduct from established policies, procedures, and directives as well as through the guidance and recommendations of school leadership. Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders.

Boundaries

Boundaries Defined

For the purposes of this policy, the term "Boundaries" is defined as: "acceptable professional behavior by a staff member while interacting with a student." Further, a staff member who trespasses beyond the parameters of a trustworthy adult/student relationship is deemed to have abused power and betrayed public trust.

Acceptable and Unacceptable Behavior

Some activities may seem innocent from a staff member's perspective, but some of these can be perceived as flirtation or sexual insinuation from a student or parental point of view. The purpose of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff members must understand their own responsibilities for ensuring that they do not cross the Boundaries as written in this policy. Disagreeing with the wording or intent of the established Boundaries will be considered irrelevant for any required disciplinary purposes. Thus, it is critical that all employees study this policy thoroughly and apply its spirit and intent in their daily activities. Although sincere, professional interaction with students fosters the charter mission of "Academic Excellence," student/staff interaction has Boundaries regarding the activities, locations and intentions.

Unacceptable Behaviors

This list, and any subsequent lists, is not meant to be all-inclusive, but, rather illustrative of the types of behavior addressed by this policy:

- Giving gifts to an individual student of a personal and intimate nature.
- Kissing of ANY kind.
- Any type of unnecessary physical contact with a student in a private situation.
- Intentionally being alone with a student away from the school.
- Making or participating in sexually inappropriate comments.
- Sexual jokes or jokes and/or comments with sexual double-entendre.
- Seeking emotional involvement (which can include intimate attachment) with a student beyond the normative care and concern required of an educator.
- Listening to or telling sexually oriented stories.
- Discussing personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- Remarks about the physical attributes or physiological development of anyone.
- Excessive attention toward a particular student.

- Sending e-mails, text messages, Social Media comments or messages, or letters to students if the content is not about school activities.
- Being alone in a room with a student at school and with the door closed.
- Involving students in non-educational or non-school related issues, including, but not limited to, the employee's employment issues.
- Using profanity with or to a student.
- Being "friends" with a student on any personal or non-School social media website.
- Allowing students in your home without signed parent permission for a pre-planned and pre-communicated educational activity which must include another educator, parent, or other responsible adult.
- Giving students a ride to/from school or school activities without written parent permission

Acceptable Behaviors

- Obtaining parents' written consent for any after-school activity on or off campus.
- Obtaining formal written approval (from school site and parents) to take students off of school property for activities such as field trips or competitions.
- E-mails, text-messages, phone conversations and other communications to and with students must be professional and pertain to school activities or classes. (Communication should be initiated via school-based technology and equipment.)
- Keeping the door open when alone with a student.
- Keeping reasonable space between you and your students.
- Stopping and correcting students if they cross your own personal boundaries.
- Keeping parents informed when a significant issue develops about a student.
- Keeping after-class discussions with a student professional and brief.
- Asking for advice from senior staff or administrators if you find yourself in a difficult situation related to Boundaries.
- Involving your supervisor if conflict arises with a student.
- Informing your supervisor about situations that have the potential to become more severe.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students and/or co-workers.
- Asking another staff member to be present if you will be alone with any student.
- Asking another staff member to be present, or within close supervisory distance, when you must be alone with a student after regular school hours.
- Giving students praise and recognition without touching them.
- Keeping your professional conduct, a high priority during all moments of student contact.
- Asking yourself if any of your actions, which go contrary to these provisions, are worth sacrificing your job and career

Reporting

When any staff member, parent or student becomes aware of a staff member having crossed the boundaries specified in this policy, he or she must report the suspicion to their supervisor immediately. All reports shall be confidential. Prompt reporting is essential to protect students, the suspected staff member, any witnesses, and the school as a whole. Employees must also report to their supervisor any awareness of, or concern about, student behavior that crosses boundaries, or any situation in which a student appears to be at risk for sexual abuse.

Investigating

An administrator will promptly investigate and document the investigation of any allegation of violation of the Employee-Student Relations Policy, favoritism, or coercion, using such support staff or outside assistance, as he or she deems necessary and appropriate under the circumstances. If the allegation constitutes a reportable allegation under California Penal Code 11166, the administrator shall comply with the legal requirements of immediately reporting the allegation to a child protective agency and shall follow up with a written report within thirty-six (36) hours. Throughout this fact-finding process, the investigating administrator, and all others privy to the investigation, shall protect the privacy interests of any affected student(s) and/or staff member(s), including any potential witnesses, as much as possible. The investigating administrator, if not the school principal, shall promptly notify the principal that an investigation is in progress; the principal, in turn, shall notify the Human Resources Department and the Superintendent who will notify the Board of Directors in closed session of the existence and status of any investigations.

Consequences

Staff members who have violated this policy will be subject to appropriate disciplinary action, up to and including termination and, where appropriate, will be reported to authorities for potential legal action.

Training

This document shall be discussed with and acknowledged by all Excelsior employees as part of their initial employment and again, on an annual basis, as part of ongoing training for all Excelsior employees. A signed copy of this acknowledgement will be placed into each Excelsior employee's personnel folder.

Furthermore, in accordance with AB500, an electronic copy and/or written copy of this policy will be provided to a parent or guardian of each enrolled pupil in the student/parent handbook at the beginning of the school year and will be posted on the school website.

THE CROWN ACT

It is the law of the State of California to afford all persons in public schools, regardless of their disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, immigration status or any other specified characteristic, equal rights and opportunities in the education institutions of the state, and states that the purpose of related existing law is to prohibit acts that are contrary to that policy and to provide remedies for violations of this law.

Under the California Fair Employment and Housing act, it is unlawful to engage in specified discriminatory employment practices, including hiring, promotion, and termination based on certain protected

characteristics, including race, unless based on a bona fide occupational qualification or applicable security regulations. The act also prohibits discrimination because of a perception that a person has one of those protected characteristics or is associated with a person who has, or is perceived to have, any of those characteristics.

Senate Bill 188 provides that the definition of race for these purposes also include traits historically associated with race, including, but not limited to, hair texture and protective hairstyles that include, but are not limited to, braids, locks, and twists.

NUTRITION SERVICES

NATIONAL SCHOOL BREAKFAST AND LUNCH PROGRAM

Excelsior Charter Schools believes that ensuring students have daily, nutritious meals is directly connected to student readiness and academic performance. Under the California Universal Meals Program, breakfast and lunch are FREE for all students. Beginning the school year 2022-2023, California became the first state to implement a statewide Universal Meals Program for school children. Education Code 49501.5 requires public school districts, county offices of education, and charter schools serving students in grades TK-12 to provide two meals free of charge (breakfast and lunch) during each school day to students requesting a meal, regardless of their free or reduced-price meal eligibility.

Food Deliveries

Student Food Delivery Policy

Students are not permitted to order or receive food deliveries from third-party services such as DoorDash, Grubhub, Uber Eats, Postmates, or any similar vendors during school hours or while on school premises. This policy applies to all students during the school day, including lunch periods and free periods.

Rationale:

- **Safety:** Unscheduled visitors (delivery drivers) create potential safety concerns at the school's points of entry.
- **Disruption**: Food deliveries can interrupt classroom instruction and school operations.
- **Fairness:** This ensures consistency and equity among all students regarding access to food options during the school day.

Acceptable Alternatives:

- Students may bring lunch from home. Students may also receive breakfast and lunch through our national school breakfast and lunch program or any approved on-campus food vendors.

Enforcement:

- Food deliveries ordered to the school by students will be refused at the front office. Repeated violations may result in disciplinary action as outlined in the Student Code of Conduct. Parents who wish to deliver lunch to their child must do so in accordance with school procedures and must check in at the main office.

Parent Survey/Household Income

We ask that all families complete our parent survey and household income information even though all students receive meals free. Information collected helps ensure our schools receive adequate funding. Furthermore, it may qualify your household for additional benefits such as Sun Bucks and internet through Affordable Connectivity Program, and other program discounts. Parent Survey/Household Income is included in the beginning of the year enrollment and returning student paperwork.

PARENT INVOLVEMENT

VOLUNTEER INFORMATION

Volunteer Program Overview
Thank you for your interest in serving as a volunteer at Excelsior! Volunteers include parents, business/community partners, faith-based organizations, community members, the military, college students, senior citizens and a variety of constituents. The Volunteer program is school based. School site Principals, Vice Principals, and the Athletic Director are all responsible for volunteers.
Each site is responsible for interviewing and screening volunteers. Each site is also responsible for approving and submitting volunteer applications to the Human Resources Department (Central Office).

Definition of Volunteers
Volunteers are individuals who donate their time, without financial compensation. The volunteer participation may occur in a classroom setting during the school day or outside the school setting as part of an extracurricular activity. A person who comes to the school for a one-time special event, such as a guest speaker, presenter, or visitor, is considered a guest and they do not complete a volunteer application. School policy prohibits discrimination based on race, color, national origin, creed, marital status, sex, religion, age, disability, or any other protected status as defined by federal, state or local law.

Volunteer Opportunities include:

- Tutoring
- Mentoring
- Athletics
- Classroom assistance
- School/classroom events like career fairs and field trips
- Non-classroom (main office, library/media center, etc.) assistance

Volunteer Requirements
All volunteers are required to complete an "Excelsior Charter School Volunteer Application" and must present a tuberculosis (TB) clearance card (Valid for 4 years). (Education Code 49406; Health and Safety Code 121545). All volunteers who will be attending field trips, overnight trips, or coaching are also required to be fingerprinted. All volunteers working at the campuses during school or for school functions and activities must use the visitor sign in and will be under the supervision of the school site principal or their designee.

Acceptance as a volunteer is based on the following factors, including, but not limited to:

- ➢ No record of a serious or violent felony conviction (pursuant to Ed. Code 45122.1) or requirement to register as a sex offender under California Law (Penal Code 290).
- ➢ Live Scan Clearance from Department of Justice and FBI
- ➢ TB Clearance
- ➢ A completed Excelsior Charter Schools volunteer application

PARENT RIGHTS

UNIFORM COMPLAINT PROCEDURES

Excelsior Charter Schools complies with the state and federal laws and regulations governing educational programs. Excelsior has primary responsibility for ensuring that the center complies with state and federal laws and regulations governing educational programs. Any complaints alleging unlawful discrimination or failure to comply with state and federal in adult education, consolidated categorical aid programs, migrant education, childcare and development, child nutrition programs, vocational education and special education programs will be reviewed and mediated or investigated by the center. Any individual, public agency or organizational may file a written complaint of alleged noncompliance. *Complaints alleging unlawful discrimination must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination.*

The following is a timeline of the complaint procedures and appeals.

1. Within three days of receiving a written complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation.
2. The compliance officer will hold an investigative meeting within five days of receiving the complaint, or of an unsuccessful attempt to mediate the complaint.

3. The complainant will have the opportunity to provide relevant information during the investigation. Within 30 days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report of the center's investigation and decision.
4. Complainants may also pursue civil law remedies through mediation centers, the county office of education, and public/private interest attorneys.
5. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five days, file his/her complaint in writing with the Governing Board. If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the center's initial receipt of the complaint.
6. If dissatisfied with the charter's resolution of a complaint, the complainant has the right to appeal to the California Department of Education within 30 days after the center's report is issued.

In a discrimination complaint, the complainant has the right to seek legal remedies (such as court action) when at least 60 days have passed after filing an appeal with the California Department of Education.

The center follows Uniform Complaint Procedures established in Governance Board Policy and Student Board Policy.

For a copy of the Uniform Complaint Procedures go to

- https://go.boarddocs.com/ca/ecs/Board.nsf/vpublic?open
- click on *Policies*
- click on *Community*
- scroll down to *Uniform Complaint Policy and Procudures*

or for assistance in filing a complaint, please call:

Center Compliance Coordinator
Assistant Superintendent's Office
(760) 245-4262

SAFETY

CLASSROOM VISITATION

(Observation of Instructional Program by Parents)

Who May Visit: The right to observe a child's instructional program during classroom time resides solely with a child's parent, legal guardian, or foster parent and does not extend to grandparents, other interested close relatives, or caregivers. All visitors must check in at the front desk and wear a visitor badge indicating the class they will be observing.

Scheduling: Visits shall be scheduled by the site administrator or designee for a time and date convenient to both the parent and the teacher. The parental observation date shall be within a reasonable time frame following the initial request. A request for a specific date must be made no less than 48 hours in advance.

Frequency and Duration: To minimize interruptions and distractions during valuable classroom instructional time, parental classroom observations will be limited. Parental classroom observations will not be scheduled during assessment and testing periods.

Parental Conduct During Classroom Visitation: Parents may enter and exit the classroom only once during each visit. Parents shall remain in the area designated by the classroom teacher for visitors and may not interact with students or the teacher unless the interaction is initiated by the classroom teacher. Unnecessary noise and/or movement must be kept to a minimum.

The classroom teacher may direct a parent to leave the room if the parent's presence or conduct unduly interferes with the instructional program, and the parent must leave the classroom if directed to do so. Any concerns or complaints from the observation may be addressed directly to the classroom teacher by scheduling a parent/teacher conference. If the teacher is unable to address parental concerns, then a meeting can be scheduled with the school site administrator.

Violation of Classroom Visitation Rules: A violation of the classroom visitation rules may be resolved by the classroom teacher through counseling the offending parent privately. If this form of correction is not effective, the principal may, as necessary, temporarily preclude a parent from visiting his/her child's classroom during regular school hours for a period of time not to exceed 14 continuous days.

When a parent has been precluded by the principal from visiting his/her child's classroom, the parent may appeal the decision to the District's Assistant Superintendent in charge of Educational Services who will investigate and consider the matter in a timely fashion.

Safety Drills:

Random safety drills will be conducted during various school hours throughout the year. During these drills students will practice safety procedures to include campus evacuations. Any parents/guardians on campus during this time will also need to participate in these important drills.

Reference: Facilities/Operations Policy

IDENTIFICATION CARDS

All students must wear Excelsior ID's while on campus or at school sponsored activities. All IDs remain the property of Excelsior. Should a student lose or destroy their ID, the following will be the guidelines for replacements and fees:

- First & Second ID Card: FREE
- Third + ID Card: $1.00

Financial Hardships are considered on a case-by-case basis.

The following policy will be used to regulate this requirement:

- Identification cards may not be damaged, marked on, or changed in any manner on either side of the card.
- Only the current year's ID may be used. No other year, other school, or other student's ID may be used.

Parents/Guardians and Guests must wear the visitors pass using the Verkada Guest Management System at the front office when entering and leaving campus.

California State Law mandates the following information to be on ALL student ID cards;

National Suicide Prevention Lifeline	**Crisis Text Line**	**National Domestic Violence**
(800) 273-8255 or 988	Text Home to 741741	(800) 799-7233

State law mandates that Excelsior Charter Schools add specific helpline information to our student identification cards. Excelsior students are in no way required to promote or disseminate this information. If you have any questions, please contact your site principal.

PARENT CODE OF CONDUCT

Our core mission of "Together, We are Preparing Students to be Successful Adults," rests on our ability to encourage strong relationships and effective lines of communication with our parents, guardians and student support partners. The purpose of this agreement is to promote mutual respect, civility, and orderly conduct among all parties. It is in no way intended to deprive any person of his/her right of freedom of expression, but only to maintain a reasonable, safe, harassment and threat free environment for students, parents, staff and support service providers.

California Education Code section 32210 states, "Any person who willfully disturbs any public school or any public-school meeting is guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars ($500)." It is understood that employees of the LEA shall adhere to customary professional standards when providing services to and/or communicating with students, parents, or related service providers. It is the expectation of the LEA that all personnel will be responsive to parents' concerns and attempt to resolve problems at the most appropriate level. It is neither required nor desirable that an LEA employee, related service provider, student or parent face abusive language or behavior.

Our expectations are as follows:

- We will assume good intent of all participating parties.
- We will focus on the needs of the students.
- We will listen with an open mind to the ideas of others.
- We will demonstrate respectful interactions with each participant.
    - All conversation will be conducted respectfully with purposeful efforts to refrain from intimidating gestures, speech or behaviors. Profanity will not be tolerated.
    - We will not interrupt others. We will ask clarifying questions to gain understanding once the other person is finished speaking.
- We will respect time commitments.

All parents are encouraged to utilize the Uniform Complaint Procedure form to communicate any complaints, issues or pressing concerns. A copy of the Uniform Complain Procedure form can be found on our website: **https://excelsior.com/uniform-complaint/**

PARENT/GUARDIAN/VISITOR(S) SIGN-IN

Excelsior maintains a safe and orderly learning environment for all students. In order to maintain our safe campus, **all visitors must provide a government issued photo ID when checking into the front office.**

This ID is entered into our **VERKADA GUEST MANAGEMENT SYSTEM** to track visitors and to ensure that registered sexual offenders are not entering our campus. All visitors must wear the provided visitor badge during their *entire* visit on the campus and return the badge to the front office at the end of their visit.

BEHAVIOR GUIDELINES

Behavior and Expectations:
Clear and consistent expectations help students understand what's expected of them, which in turn helps students monitor themselves and take responsibility for their behavior leading to a more confident and productive atmosphere for all! Excelsior utilizes Positive Behavior Interventions Systems (PBIS) to teach students how to behavior and respond. Our campus expectations are as follows:

Be Safe
Be Responsible
Be Respectful

Each week all staff will be reviewing these expectations in each of their classes with your student, but below are a few examples of what these expectations look like so that you can help communicate these expectations at home as well! Expectations are posted around campus and will be reviewed in Educational Team meetings and on campus classes.

Be Safe:

- ✓ Keep hands to yourself
- ✓ Maintain a clean, orderly environment
  - NO Food or Drinks allowed in the classrooms
  - NO gum allowed on campus

Be Responsible:

- ✓ Come to your scheduled classes/tutoring/appointment with your technology, pencil, paper/notebook, textbooks and any other supplies needed
- ✓ Be in your class and seated/ready on time

Be Respectful:

- ✓ Treat others as you want to be treated
- ✓ Use kindness
- ✓ No outside distractions during class/quad time
- ✓ NO PHONES OR HEADPHONES ALLOWED during classroom time
- ✓ NO PHONES during Learning Lab time
- ✓ Chromebooks need to be charged and are only to be used to support learning (i.e. No games, social media, texting, etc...)

STUDENT DISCIPLINE

ACADEMIC INTEGRITY

ALL Excelsior students are prohibited in participating in the following:

- Cheating
- Plagiarism
- Forgery

Any student caught or participating doing any of these prohibited activities is subject to one or more of the following consequences:

- Receiving a zero grade on the assignment
- Receiving a zero grade on the test
- Receiving a failing grade for the course/class

The student's class instructor as well as administration will determine the consequences.

Cheating

Cheating on an assignment or test spoils a student of any inherent value of the assignment or test. In addition, cheating may unfairly affect other students by changing a grading scale or curve. The choice to cheat on an assignment or test may reflect more serious academic issues including fear of failure, an outside of school schedule that prevents the student from completing work, and/or incorrect class placement. Whatever the cause, students who engage in cheating compromise their integrity, dignity, and self-worth.

All assignments should be considered individual unless specifically stated by the facilitator as otherwise.

Cheating includes:

- Exchanging assignments with other students, whether you believe the assignment will be copied or not.
- Using any form of assistance during tests or quizzes without the expressed permission of the instructor.
- Giving or receiving answers during tests or quizzes. It is the student's responsibility to secure his or her own paper, thereby removing the opportunity for another to copy.
- Taking credit for group work when you have not contributed an equal or appropriate share toward the result.
- Accessing a test or quiz to determine the questions prior to the administration of the test.
- Making/Distributing/Possession of any test materials.

Plagiarism

The ability to present thoughts and ideas clearly and coherently in a written form is a cornerstone of academic success. Plagiarism prevents students from developing the skills necessary for academic competence. Additionally, it prevents the instructor from providing appropriate feedback and assessment to assist the student in correcting any deficiencies in his or her writing.

All assignments must be written in the student's own words. Quotations, thoughts and ideas taken from another's writing must be given appropriate credit in the paper.

Plagiarism includes:

- Taking someone else's assignment, or portion of an assignment, and submitting it as your own
- Submitting material written by someone else, or rephrasing the ideas or thoughts of another, without giving the author's name and/or source
- Presenting the work of someone else, including tutors, friends, parents, or siblings, as your own
- Submitting purchased papers, in whole or in part
- Submitting papers from the Internet as your own, in whole or in part
- Supporting plagiarism by providing your work to others, whether you believe it will be copied or not
- Self-plagiarism, reusing your previous work.
- Use of A.I (see A.I. section of student handbook)

Forgery

There are many times when a parent or legal guardian must sign school documents. Some documents become part of the official school record, and some are returned to individual faculty members. It is vital that every document possesses a valid signature. Forgery places a student in the position of having his or her integrity questioned, not just in the specific incident, but also in any situation that requires trust. Any documented incidents of forgery will be dealt with as described above.

BACKPACKS

Students should NOT bring the following items to school:

- Permanent Markers
- Glass Bottles
- Tobacco, vape, or drug paraphernalia
- Pepper Spray
- Gum
- Sharp Objects
- Weapons
- Speakers
- Medication (not approved by front office)

Students should bring:

- Pens/Pencils
- Paper or writing notebook
- Chromebooks and/or textbooks
- Assignments
- Healthy snacks, lunch or money to purchase food items
- Water/Water Bottle
- Medication (approved by front office with valid permission slip)

We appreciate routine parent support in monitoring what students bring on campus.

DISCIPLINE GUIDELINES

At Excelsior we believe that students require a safe and orderly environment to learn. Providing that environment is the responsibility of every staff member on our campus. At the same time, we are preparing students to be adults. We expect students who come to campus to not simply comply with the rules, but to actively support and promote a safe and orderly environment. Every person on the campus, staff, students and parents included, is expected to treat others as individuals with dignity, respect and sympathy in order to promote the achievement of each student's personal best. Students who take up this mandate are no longer focused on the rules and consequences; rather they are focused on maintaining the values of the Excelsior culture. They take pride in their school, and it is reflected in their actions. This is the sign of a mature student, one who is ready for the adult world. Of course, there are students who are still working their way towards that maturity and require some clear rules and consequences as set forth in the following guidelines.

Truancy

Between the hours of 8:00 a.m. and 4:00 p.m. students should not be out in the community without a parent. Students who fail to show for an appointment with their teacher/counselor and are not current with their attendance, are considered truant.

Ditching

Students are expected to follow the planned on-campus schedule as determined by the educational team. Failure to meet this requirement can result in removal from all on campus classes and activities. It is the responsibility of the parent to excuse a student from class/classes prior to the scheduled class time. Ditching is considered a violation of school rules.

Closed Campus Policy

Excelsior strives to provide students with the safest possible environment for learning. With that in mind, we have a closed campus policy. All students must check in and out of the front office during the school day using their student ID card. Students are not to leave campus apart from their scheduled departure time, with the exception of students dually enrolled in college classes, and students being picked up by a parent. Students may leave campus after their last scheduled class and must be picked up from campus by an adult guardian or walk/drive directly home. Between the hours of 8:00 and 4:00 pm, students should not be out in the community without a parent/guardian.
Students may not leave campus for lunch except if picked up by a parent. Students may not order food for delivery, as this creates a disruption for the office staff, creates potential safety problems, and would be in violation of our school lunch program requirements. Excelsior offers a free breakfast and lunch program for all students or students may bring their own lunch.

Loitering

Students who have completed their school day on campus are to check out at the front office. Students should leave or be picked up no more than 15 minutes after checking out. Students will be waiting in designated areas after 15 minutes of waiting in front of the school. Students will be considered loitering if not in their designated areas or where their schedule designates. The parking lot is an extension of the Excelsior Campus; therefore, all school rules apply to this area as well. Loitering is a violation of school rules.

Student Search & Seizure Policy

Excelsior Charter Schools ("Excelsior") recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other item of contraband prohibited by law, or Excelsior rules and regulations, jeopardizes the health, safety and welfare of students and Excelsior employees. Incidents which jeopardize the health, safety and welfare of students and Excelsior employees may necessitate the search of students and their property, student use areas, student lockers and/or student automobiles and may necessitate the seizure of any illegal, unauthorized or contraband materials in the search.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend campuses which are safe, secure, and peaceful. As such, Excelsior adopts this policy outlining the search

of students and their property, student use areas, student lockers and/or student automobiles on campus and the seizure of illegal, unauthorized or contraband materials in the search.

Notice

Written notice of this policy shall be provided to students and their parents and/or guardians at the commencement of each school year and upon enrollment during the school year. A summary of this policy shall also accompany the Student Handbook and other materials, as appropriate, to be disseminated by Excelsior to students, parents and/or guardians and Excelsior employees. In addition, Excelsior shall place signs and/or other posted notifications on campus regarding this policy, as appropriate.

Student Searches

A student's person (e.g. jacket, pockets, hems, cuffs, socks, etc) and/or personal effects (e.g. backpack, purse, fanny pack, etc.) may be searched if a school official has reasonable grounds for suspecting that the search will turn up evidence that the student has violated or is violating either the law or Excelsior rules and regulations, including, but not limited to, possession of illegal, unauthorized or contraband materials. Illegal, unauthorized or contraband materials include those materials which are dangerous to the health or safety of students or school personnel, are disruptive or potentially disruptive, or which have been cited as unauthorized in school rules or regulations. These materials include, but are not limited to weapons, drugs and/or drug paraphernalia.

A search shall be conducted by a designated and authorized Search Team Member as defined by this policy. Said search shall occur only when the reporting school official has stated articulable facts which support the school official's reasonable suspicion that a search is justified. Articulable facts are such which would lead a person to believe that a student had violated a school rule or the law. The facts should also indicate that a school rule or law was broken. In no case shall a search be conducted if predicated on mere curiosity, rumor or hunch. Safeguards within this policy will be implemented in order to assure individual’s reasonable expectation of privacy is not subject to the discretion of the official in the field.

Any search of a student and/or their personal effects shall be conducted by a Search Team Member of the same gender as the student or the same gender by which the student identifies, and in the presence of another adult witness. The extent or scope of the search shall be reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the pupil and the nature of the infraction. For example, if a school official has reasonable suspicion to believe that a student has on his or her person an item imminently dangerous to the student or others, a more intrusive search of the student's person may be conducted.

In no case shall a strip search be conducted by school officials. These types of searches are prohibited by law and require a student to remove or arrange some or all of their clothing, and undergo the inspection of parts of the student's body.

A search of a group of students where no particular student within the group is suspected may be conducted only if there is reasonable suspicion of conduct imminently dangerous to students, others or school property.

Student Use Areas

Student use areas, including, but not limited to, instructional and recreational space, are school property and remain at all times under the control of Excelsior. However, students shall assume full responsibility for the security and condition of these areas. Periodic general inspections of instructional space and other areas of the school may be conducted by school officials as designated by the Superintendent or his/her designee for any reason at any time without notice.

Metal Detectors/Wand

Schools are faced with instances of violence, including the use of weapons on or adjacent to school campuses. The District has implemented random metal detector/wand searches under settled principles of constitutional construction, which permits reasonable application of metal detectors/wands in schools.

The purpose of these searches is to deter weapons such as guns, knives or any other item which might cause harm or injury from being brought to schools.

Metal detectors/wands may be used to search a student's or ALL students' person and/or personal effects whenever a school official has reasonable suspicion to believe that student(s) are in possession of a weapon. The search must be conducted by a school official, to include private security personnel. "Reasonable Suspicion" includes the following: Reasonable suspicion that the search will turn up evidence of the student's violation; the extent of the search is reasonably related to the suspected violation; and the search is not excessively intrusive considering the student's age, gender and the nature of the violation. No student or persons shall be selected to be searched based solely upon their gender, race, ethnicity, physical appearance, manner of dress, or association with any particular group of persons.

A pre-established random plan may also be used to select students and what articles are to be searched. It is important that sufficient staff be involved in the search to prevent the possibility of any selected student disposing of contraband or weapons while walking to the location where the metal detector search is being conducted.

Searches involving metal detectors/wands shall be minimally intrusive and involve the use of neutral criteria for selection. Metal detectors/wands shall not inappropriately touch students during the search and students will only be required to open pockets or jackets if the wand is triggered. For example, if the metal detector/wand goes off during the search, a school official shall have reasonable suspicion justifying a separate search of a jacket, backpack, etc.

Frequency of Metal Detector/Wand Searches:

a.) Random searches of students shall occur daily.

b.) Search operations should be conducted at all various hours of the school day to avoid predictability.

c.) Excelsior shall maintain a record/log of the random metal detector/wand searches. A logbook of the searches must be kept for the entire school by the administrator in charge and be readily available for review. These logs must be kept on file for a minimum of three (3) years.

Selection of Search Team Members

a.) Designated by Superintendent or his/her designee.

b.) The search team should be comprised of a private security, as needed, certificated employees, both male and female, and augmented with other staff as necessary.

c.) Personnel selected to be members of the search team must be respectful and sensitive to the right of privacy and other concerns of the individual being searched.

d.) The searching of any student, employee or visitor shall only be conducted by a search team member

of the same gender or the same gender by which the student identifies.

e.) Private Security may be requested to accompany, observe and assist the search team.

f.) Metal Detector/Wand search team members must be familiar with Excelsior policy and the operation of the equipment. All search team members, including the Principal, Administration designee and administrator in charge, must complete an annual training detailing *How to Conduct a Random Metal Detector/Wand Search* prior to conducting any searches and must submit a copy of their completion certificate to the Principal. Completion shall be maintained and available for review.

Locations for Conducting Metal Detection/Wand Searches

a.) Whenever possible, searches should be conducted in locations that do not expose students or other persons being searched to the view of the general student body population, particularly to the view of those who are not subjected to the search.

b.) A nearby vacant classroom, office or workroom should be available, whenever possible, in the event that it becomes necessary to more thoroughly search a particular student. This would be the case when a wand activates and it is not possible to satisfactorily determine the cause, either through questioning or a light pat-down of the person. Whenever it is necessary for a student to be removed for a more thorough search, the student shall be accompanied by at least two (2) employees, one of whom must be the same gender as the student or the same gender by which the student identifies. California Education Code Section 49050 prohibits removal or rearranging of a pupil's clothing in a manner to permit a visual inspection of the underclothing, breast, buttocks, or genitals of the pupils.

Procedures for Conducting Random Searches

a.) A random search establishes a specific, unbiased pattern of who is to be searched, i.e. every third person. Search personnel may not deviate from the search pattern during the course of that particular search.

b.) All students selected will be required to bring all of their personal effects in their possession at the time they are selected, e.g., coat, purse, book bag, lunch bag/box/container, backpack, jacket, or other similar articles.

c.) Upon entering the search location, the selected student shall be advised of the purpose of the search, the method in which the search will be conducted, and the fact that the selection was made in a random manner.

d.) A student or person to be searched shall be directed to remove all metal objects from their pockets, including coins. The student is to give their personal belongings, as described above, to a search team member or place them on a table or desk in plain view. The belongings shall then be physically searched only to the degree necessary to affirm that no weapons are concealed therein. The student shall then be scanned using a wand. Staff operating the device must use an identical scanning technique/pattern for each student.

e.) The staff member will scan/wand the entire student, including socks, legs, front and back pockets, waist and chest.

f.) If the wand activates, the student shall be asked if they are in possession of any metal object in the area scanned. After determining that the object is not a weapon and is removable, staff will request that the student remove the object and re-scan the student. If an activation reoccurs and the object cannot be removed, the operator shall visually confirm the student's explanation, e.g. jewelry, belt, buckle, rivets

on pants or as a second alternative, by lightly touching (not grabbing) the area which is causing the repeated activation.

g.) If, during the course of a search, contraband is observed that is a violation of Excelsior policy and/or regulations, such items may be confiscated and the student may be subject to disciplinary action, in accordance with school policy.

Random Search versus Total Population Search:

A total population search is one wherein every person who enters the premises is searched, such as at an athletic event, festival, after-school dance, etc. Total population searches will take place under specified circumstances, including:

a.) of all students upon entry to campus each morning;

b.) of any student who leaves campus and then returns during the school day;

c.) of all students entering campus during non-school hours, including for events, festivals, programs, board meetings, etc.

Canine Searches
School officials may use trained detection dogs in inspections for illegal, unauthorized or contraband materials in school facilities, grounds, and school parking lots. All dogs must be accompanied by a qualified and authorized trainer who will be responsible for the dog's actions and who can verify the reliability and accuracy in sniffing out contraband. Trained detection dogs may sniff lockers, student motor vehicles or other inanimate objects throughout school property. Such inspections are not considered searches and do not require reasonable suspicion.

Vehicles

Any public school ground utilized by any person contained therein or any other area that may be set aside for the personal use by any person remains under the exclusive control of Excelsior. As such, vehicles may not be used to store illegal, unauthorized, or contraband materials.

The acceptance and use of the parking facilities for privately owned vehicles on school campus by any person shall constitute consent by the person to the search of such vehicles by authorized school personnel and/or law enforcement.

Excelsior retains the authority to patrol and inspect parking lots at any time though the use of trained detection dogs. These inspections shall not be arbitrary, capricious, or discriminatory. Either all vehicles must be inspected or the vehicles to be inspected must be randomly selected.

Seizure of Illegal, Unauthorized, or Contraband Materials

If a lawfully conducted search yields illegal, unauthorized, or contraband materials, such materials shall be turned over to the proper legal authorities for ultimate disposition.

Discipline

If illegal, unauthorized or contraband materials are discovered through the use of a trained detection dog, school officials may impose discipline upon the student(s) (including suspension and/or expulsion) in accordance with Excelsior's discipline policies and procedures. Excelsior shall notify law enforcement authorities if any search and/or seizure results in the discovery of illegal contraband.

Video Surveillance

Excelsior facilities may employ video surveillance equipment.

Public Display of Affection (PDA)

Students are expected to conduct themselves within the limits of common sense and propriety. Except for holding hands, displays of affection involving bodily contact between students such as kissing, sitting on laps, or any other types of physical displays of affection (except as mentioned above) are not acceptable on campus. Show your affection by demonstrating respect for your special friend.

Bullying

Bullying of students occurring in the schools is strictly prohibited and will not be tolerated. Additional information is in the "Bullying" section of this handbook.

Reference: Student Policy

DRESS CODE

Rules and Regulations

At Excelsior, we are preparing students to be adults. While at school, or any school event, students are in training for the adult world. As such, Excelsior is not the place for "fashion statements". Students are expected to exercise good judgment regarding their attire and grooming so as not to disrupt the educational environment and to establish a healthy school climate. Students' attire should be neat, clean, and appropriate for the school setting.

Any person who is deemed to be in violation of this dress code by any Excelsior staff member will be required to correct the violation to be admitted to, or to remain on campus. The first two violations will be considered Level I violations according to the discipline matrix. Subsequent violations will be deemed Level II violations.

The administration has the authority to review and modify all disciplinary decisions on a case-by-case basis.

Pants/Shorts/Skirts

- No sagging. Boys must wear their pants ***above the hips***. Girls must wear their pants at or above the hips.
- Pants must fit appropriately around the student's waist and may not be excessive in size, excessive being more than one size larger than the student should wear.
- Pants may not extend below the sole of the shoe and drag the floor.
- All pants must fit so that no underwear is visible.
- The bottom of all skirts, dresses and shorts must measure no higher than five (5) inches above the top of the kneecap. Wearing leggings, pantyhose or tights does not exempt you from this requirement.
- Holes/rips in jeans cannot be any longer or wider than 2". Rips/holes can only be in the legs of the jeans no higher than 5 inches at the top of the kneecap
- Leggings cannot be worn alone. Leggings can only be worn underneath skirts, shorts, and pants that meet the dress code requirements (Skirts, shorts and pants must still meet the above requirements).

Shirts/Tops

- All shirts/tops must be of a substantial material that does not reveal skin.
- No shirts/tops that reveal student's undergarments and are intended to be worn as undergarments.
- Shirts/tops must be long enough to tuck in and stay tucked in while standing and sitting.
- Excessively long and baggy shirts are not allowed. Baggy shirts are shirts that are two sizes larger than the student should wear. Long shirts are shirts that extend beyond the student's wrist or mid hand when the student is standing straight up with arms extended downward.
- Tank-tops must be at least 2" wide on shoulders. Shirts must cover shoulders.
- No low-cut necklines that reveal cleavage.

Shoes

- All shoes must be tied/buckled/strapped at all times.
- Slides, flip-flops, slippers, and shoes with no backs are not acceptable.
- Shoe heels are not to exceed 3" in height.

Head Accessories

- No do-rags, bandanas, combs or headbands allowed.
- Hats must be worn with the front or bill of the hat facing forward.
- No hats or beanies shall be worn in any classroom or other indoor location with the exception of Excelsior Wear.

Costume Wear:

- Approved costumes may be appropriate during specified holidays, spirit days, festivals and/or other school activities. Costumes are intended to enhance the positive school culture. When picking a costume to wear to a school event, use good judgement and ensure the costume follows the dress code completely. The following are prohibited, but is not limited to; non-medical masks, rendering of blood or gore, weapons of any kind, offensive language, drug or alcohol memes/patterns, blankets, and trench coats. Administration has the authority to review each costume and its appropriateness on a case-by-case basis. Students wearing inappropriate costumes will be given the opportunity to change to enter campus.

Other Considerations

- Jewelry and other accessories that are a safety hazard such as wallet chains, spiked/studded jewelry, rings with protruding objects, or large belt buckles, etc., are not allowed on campus.
- No visible tattoos or excessive piercings allowed.
- No excessive makeup or perfume/cologne. Remember that some people are allergic to the chemicals in perfumes and makeup, so wear these substances in moderation.
- No sleepwear of any kind may be worn on campus.
- No trench coats, dusters, or oversized coats/jackets.
- No garments or accessories symbolizing or associated with paraphernalia, gang affiliation, profanity, or explicit imagery

Dress Code violations are at the discretion of the school administration

Student free speech rights shall not include the wearing of clothing, buttons, armbands or other accoutrement that signify or are related to gangs, gang membership or gang activity as provided by Education Code 35183, or are obscene, libelous or slanderous, or incite students as to create a clear and present danger of the commission of unlawful acts on school premises, or which result in the substantial disruption of the orderly operation of the school.

Reference: Student Policy

RULE VIOLATIONS/LEVELS

LEVEL I VIOLATIONS

Administration has the authority to review and modify all disciplinary decisions on a case by case basis.

- Failure to bring student ID
- Failure to always have student ID visible on your person
- Tardy
- Ditching
- Violation of any Classroom Rule/School Rule
- Dress code violations
- Profanity or vulgarity
- Lack of appropriate materials
- Leaving school grounds without permission/no off-campus permission slip
- Loitering/Trespassing

LEVEL II VIOLATIONS

Administration has the authority to review and modify all disciplinary decisions on a case by case basis.

- Cheating/Plagiarism
- Verbal altercation with another student
- Possession or use of tobacco or any tobacco paraphernalia
- Possession or use of vape or any vape products
- Improper, abuse or dangerous use of school equipment
- Misrepresentation, lying, forgery
- Interfering with disciplinary proceedings

LEVEL III VIOLATIONS

- Bullying/intimidation/harassment/threats
- Physical altercation with another student
- Verbal altercation with a staff member
- Possession/use of or intent to sell alcohol, drugs, tobacco
- Vandalism/intentional damage or defacing of school property
- Gang activity including massing together with the intent to disrupt or intimidate, or when one has reason to believe that such conduct will arouse fear, alarm, resentment, anger, hostility, or violence.
- Theft
- Sexual harassment
- False reporting, false fire alarm, false 911
- Possession / use of destructive device or dangerous instrument

LEVEL IV VIOLATIONS

- Physical altercation with a staff member
- Brandishing a weapon
- Sexual assault

All administrative disciplinary responses for level 3 and level 4 violations will be made in compliance with education code 48900 and 48915. Responses to all violations not listed with the exception of mandated responses as identified in education code 48900 and education code 48915 are at the discretion of Excelsior administration.

Reference: Student Policy

Suspension And Expulsion

Education Code, Section 48900:

A student who has committed the following acts is subject to discipline by suspension or expulsion: (a)(1) Caused, attempted to cause, or threatened to cause physical injury to another person.

(a)(2) Willfully used force or violence upon the person of another, except in self-defense.

1. Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any such object, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.

2. Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

3. Unlawfully offered, arranged, or negotiated to sell any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and then either sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

4. Committed or attempted to commit robbery or extortion.

5. Caused or attempted to cause damage to school property or private property.
6. Stole or attempted to steal school property or private property.
7. Possessed or used tobacco, or any products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit use or possession by a pupil of his or her own prescription products.
8. Committed an obscene act or engaged in habitual profanity or vulgarity.
9. Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
10. Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
11. Knowingly received stolen school property or private property.
12. Possessed an imitation firearm. As used in this section, means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
13. Committed or attempted to commit a sexual assault as defined in Section 261,266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.
14. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding for the purpose of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
16. Engaged in, or attempted to engage in, hazing as defined in Section 32050.
17. Engaged in an act of bullying, including, but not limited to, bullying

Committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward pupil or school personnel.

18. A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following.
    1. While on school grounds.
    2. While going to or coming from school.
    3. During the lunch period whether on or off the campus.
    4. During, or while going to or coming from, a school sponsored activity.

19. A pupil who aids or abets, as defined in Sec. 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may suffer suspension, but not expulsion, pursuant to the provisions of this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

Education Code 48900.2: Sexual Harassment: In addition to the reasons specified in Section 48900, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed sexual harassment as defined in Section 212.5.

For the purpose of this chapter, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive education environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive. (Add. Stats. 1992, Ch. 909).

Education Code 48900.3: Hate Violence: In addition to the reasons specified in Sections 48900 and 48900.2 a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence.

Education Code 48900.4: Harassment, Threats, Or Intimidation: In addition to the grounds specified in Sections 48900 and 48900.2, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school district personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting class-work, creating an intimidating or hostile educational environment.

A pupil may not be suspended or expelled for any of the acts enumerated unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to school activity or expelled for acts which are enumerated in this section and related to school activity or attendance that occur at any time, including, but not limited to, any of the following:

1. While on school grounds.
2. While going to or coming from school.
3. During lunch period whether on or off the campus.
4. During, or while going to or coming from, a school sponsored activity.

It is the intent of the Legislature that alternatives to suspensions or expulsion be imposed against any pupil who is truant, tardy, or otherwise absent from school activities.

STUDENT SERVICES

ACADEMIC LETTER AND AWARDS

The Academic Letter is awarded to each Sophomore, Junior or Senior who meets the criteria. To obtain your academic letter and awards, you must complete an application. Your administrative school office can assist you in obtaining the application.

Criteria:

- **9th and 12th grade:** To have a minimum Academic GPA of 3.5 while taking a minimum of **three** core courses.
- **10th and 11th grade:** To have a minimum Academic GPA of 3.5 while taking a minimum of **four** core courses.
- The student must have been an Excelsior student for at least two semesters.
- The student must complete an application, which includes having a faculty or staff sponsor.

EAGLE PATCH

Students having maintained an Academic GPA of 3.8 or higher for seven semesters of high school (9th, 10th, 11th and first semester of 12th grade) are eligible to receive an Eagle Patch.

Criteria:

- Been an Excelsior student for at least two semesters.
- Filled out an application, which includes having a faculty or staff sponsor.

STAR PATCH

Students who attain the same academic level as outlined above in the Academic Letter will be awarded a Star for each succeeding semester. Once a student has received the Academic Letter, he/she must apply each subsequent semester to receive the star.

Note: *A student may earn 1 Academic Letter, 1 Eagle Patch, and 6 Stars during the four years of High School. Students with repeated discipline violations and students who are suspended from school for violation of school rules will not be considered for Academic Letters, Patches or Stars.*

GOLDEN STATE SEAL MERIT-DIPLOMA

Per California Education Code sections 51450–55, each LEA that confers high school diplomas is required to maintain appropriate records in order to annually identify graduating seniors who have earned a GSSMD and to affix the GSSMD insignia (seals) to the diploma and transcript of each qualifying student.

The GSSMD is awarded jointly by the State Board of Education (SBE) and the State Superintendent of Public Instruction. GSSMD eligibility requirements currently include a combination of course grades, results from assessments produced by private providers or local educational agencies (LEAs), and/or qualifying Smarter Balanced Summative Assessment scores. Additional information can be found on the following website; https://www.cde.ca.gov/ta/tg/ca/gssmdeligibility.asp

Bi-Literacy Seal

In accordance with EC Sections 51461(a)(2)(C)(ii), high school graduates who are candidates for the SSB must have attained a high level of proficiency in all modalities (listening, speaking, reading, and writing) that characterize communication in that language. SSB criteria can be found in EC Section 51461.

ASB (ASSOCIATED STUDENT BODY)

Your elected Excelsior leaders (Student Government) work hard to develop well-rounded activities that encourage school spirit and pride, promote academic achievement and assure a positive environment for the entire Excelsior community. The Student Government is an organization of student representatives elected by the student body in the spring of each school year. The Student Government works closely with the class officers of each grade level and encourages the participation of non-elected members in activities to promote the welfare and general interest of the Excelsior student body. The functions of this organization include dealing with matters concerning students' right and interests, acting as a liaison between the students, faculty and administration, establishing and overseeing various social activities and voicing student opinion to the Board of Directors of Excelsior.

For additional information regarding student participation in ASB contact your campus administrator.

FUNDRAISING

Non-Excelsior fundraising is not permitted on-campus. Permission to conduct fundraising activities is controlled by your site ASB Leadership under the supervision of an Excelsior staff member. All proposed sales require club minutes, and a request must be completed and submitted to your ASB for consideration and approval. All required forms are available through your ASB. Unapproved sales activities will be dealt with administratively and may result in the 'freezing' of club financial activity. Please plan ahead and submit fundraising requests in a timely manner. Check with your ASB for next business meeting date.

Reference: Student Policy

ATHLETICS

Excelsior Athletics is open to all students enrolled in San Bernardino County Excelsior Charter Schools based on grade level.

All student-athletes are required to have a current athletic clearance packet and physical exam on file prior to participation in any Excelsior Athletics events (tryouts/practice/contests/etc.).

To be academically eligible to participate in athletics at Excelsior, student-athletes are required to maintain at least a 2.0 unweighted GPA in a minimum of 20 credits per semester. Grade checks occur at the end of each quarter. Anything less than a 2.0 unweighted GPA, or less than 20 credits per semester results in the student-athlete being ineligible until the next grade checks.

Additional eligibility requirements are available through the Athletics Department located at the Victorville campus, Online, or by calling **760-245-4262**.

Reference: Curriculum Policy

CLUBS & ORGANIZATIONS

We recognize the importance of student organizations. It is believed, however, that such organizations should exist for the benefit of all students and not to the detriment of any. In the interest of all students the following rules and regulations governing student organizations are in effect:

- School sponsored student organizations shall meet on school premises on school days with a faculty representative present. Off-campus activities must have approval through your site principal.
- Applications for membership shall be extended to all student applicants who qualify on the basis of school approved club purposes and objectives.
- All school sponsored organizations are directly responsible to the site principal for procedures to be followed.

For information on what clubs/organizations are available for you at your Excelsior site, please see your teacher or ASB office.

FAFSA (Free Application For Federal Student Aid)

FAFSA/CADA Requirements

Assembly Bill 469 requires that all 12th-grade students complete and submit the Free Application for Federal Student Aid (FAFSA), California Dream Act Application (CADAA), or the "opt-out" form prior to the end of the school year.

Completion of the FAFSA is necessary in order to qualify for federal student aid such as grants, work-study, and loans. In addition, many states and colleges (including California) use the FAFSA information to determine eligibility for state and school financial aid. Throughout the school year, our campuses will be offering 12th-grade students and parents a variety of opportunities to obtain guidance and assistance with completing the FAFSA or CADAA through one-on-one and small group meetings and workshops facilitated by the counselors and representatives from local colleges and other institutions.

Per the new legislation, all 12th-grade students must provide proof that they have completed the FAFSA/CADAA or submitted the signed opt-out form**.** Each campus will be sending out information with instructions related to submitting proof of completion or the opt-out form.

To learn more information about the All in for FAFSA/ CA Dream Act Application initiative, visit www.csac.ca.gov/all-in.

Access the financial aid applications: https://studentaid.gov/h/apply-for-aid/fafsa

Reference: Student Policy

ACADEMICS

How to get good grades:

- Believe in yourself; You can learn and do anything!
- Be organized
    - Use a calendar (physical or on your device).
    - Have the phone number and email for your facilitator, teachers, and classmates.
    - Use tools: online or physical folders
    - Keep your backpack and workspace neat.
    - Get organized before you go to bed each night.
- Manage your time well
    - Use class time and Learning Lab time productively.
    - Create your own study plan.
    - Eliminate disruptions.
- Be successful in your classes
    - Attend classes every day, and on time.
    - Learn how to adapt to different teachers and facilitators.
    - Be prepared for your class/appointment/zoom/tutoring.
    - Sit in front, if possible.
    - Always do your homework.
    - Participate in your class/tutoring/appointment.
    - Treat others with respect.
    - Involve your parents.
    - Take responsibility for your grades.
- Take good notes
    - Be an active listener/reader.
    - Take notes to help you pay attention to what you are hearing and/or reading.
    - Recognize important information.
    - Take notes that are easy to read.
    - Go over your notes ASAP.
- Read to learn
    - Survey/skim.
    - Read.
    - Review and take reflective notes.
- Study smart
    - Find a good place to study.
    - Get started.
    - Organize your study time, use a schedule, and set timers.
- Be a good test taker
    - Get off to a good start.
    - Develop a plan.
    - Mark the questions you want to return to.
    - Look for key words in true/false questions.
    - Check your answers.
- Reduce test anxiety
    - Start studying early.

- Mentally practice going through the test.
- The night before, review the material and get a good night's sleep.
- Take a deep breath and relax.

- Get help when you need it.
  - When you have a problem do something to resolve it. Contact your teacher and/or counselor.

Aeries:

Students and parents have accounts to view grades, class schedules, assigned instructors and more!

Canvas:

All students are expected to complete available courses in Canvas. All quizzes are taken in Canvas.

Preparing for life after High School:

PSAT prep:

- Collegeboard.org
- Vocabulary.com (search for PSAT prep)

College searches:

- Collegeboard.org
- Review.com
- Cccco.edu
- Ucop.edu/pathways
- Aiccu.edu
- Californiacolleges.edu
- Petersons.com
- Campustours.com
- Cpec.ca.gov

College Admission Testing:

- Collegeboard.org
- Act.org
- Petersons.com
- 4tests.com

Financial Aid:

- Fafsa.ed.gov
- Finaid.org
- Csac.ca.gov

- Collegeboard.org
- Salliemae.com

Scholarships:

- Excelsior.com
- Fastweb.com
- Petersons.com
- Gocollege.com
- Finaid.com

Job/Career searches and information:

- Careerkey.org
- Myfuture.com
- Careers.org
- Acinet.org
- Bls.gov
- Coolworks.com
- Idealist.org

FIELD TRIPS

Excelsior offers a variety of field trip options throughout the school year. In order for a student to participate in any field trip a signed parent/guardian permission slip is required. On the day of the field trip if the signed permission slip has not been returned, the student will not attend the field trip. Please see your campus administrative office for field trip opportunities. Some field trips require a fee. Field trip fees must be paid in advance and are not refundable. See your campus administrative office for questions regarding fees and hardship information. A student can be excluded from participation in field trips if they violate any school rules.

Reference: School Safety Policy

HIGH SCHOOL GRADUATION

Students shall receive diplomas of graduation from Excelsior only after completing the prescribed course of study, credit requirements, and meeting the standards of proficiency established by Excelsior and the State of California (see Student Handbook Educational Services/High School Graduation Requirements).

If a student chooses not to purchase a graduation cap and gown, the school will provide the student a loaner cap, gown and tassel for wear during graduation ceremony. The Student will be responsible for returning the loaner cap, gown and tassel immediately after the graduation ceremony or he or she will be charged $40.00. Please contact your school administrator or student services for information regarding the loaner cap and gown. For students experiencing homelessness or foster care and need financial assistance, please contact your site administrator.

Students may only participate in the commencement ceremony if they have completed a minimum of 210 required credits and have signed up with their school counselor or administrator for summer school to complete any remaining required credits to receive a high school diploma. High school diplomas are mailed directly to students after commencement.

Reference: Curriculum Policy

HONOR SASHES & CORDS

Honor Sashes/Cord recipients will be selected based on the student's academic GPA in 7 semesters of High School (9th, 10th, 11th and first semester of 12th grade).

Sash: Students who earn a cumulative Academic & UC Approved GPA of 3.8 or higher in grades 9 through 12 can wear an Honors Sash during the graduation ceremony.

Cord: Students who earn a cumulative Academic & UC Approved GPA of 3.0-3.79 in grades 9 through 12 can wear an Honors Cord during the graduation ceremony.

VALEDICTORIAN & SALUTATORIAN

Valedictorian will be selected based on the following.

- Student's weighted academic GPA in 7 semesters of high school (9th, 10th, 11th and the first semester of 12th grade).
- Students being considered for Valedictorian must have successfully completed all of the UC, A thru G requirements or the college equivalent.
- Students must have been enrolled at Excelsior a minimum of four semesters (which can include both semesters of 12th grade.)
- The Student with the highest weighted academic GPA who has met all the other requirements will be the Valedictorian.
- The student with the next highest academic GPA who has met all the other requirements will be the Salutatorian.

****The Superintendent or Designee will designate the official Valedictorian & Salutatorian****

The following tie-breaking criteria will be used in successive order to select the school's Valedictorian:

1) Student who earns the highest score on their SAT test.
2) If a tie still exists the students will be named as co-Valedictorians.

Excelsior Cord Recognitions: Students are recognized with recognition cords for the following when meeting the required criteria.

Cords:
Black/Blue - Athletics
Pink/White - Dance
Purple/White - Drama
Red/White - Choir
Blue/White - Band/Guitar
Silver – ASB
Green – Dual Enrollment
Black/Silver - Yearbook
Gold – Honor
White – Enrolled with Excelsior from 7-12 Grade
Blue – English Language Learner Proficiency

Cord Criteria:
Performing Arts (Dance, Choir, Band): Student enrolled for a total of 4 years 9-12th grade, in the same program with a cumulative GPA of 3.0+ over the four years.
Athletics: 4 years participation in any sport/team
Yearbook: 3 years participation with passing grade no lower than C each year.
ASB: 4 years participation in ASB with a 3.0 GPA OR passing grade no lower than C each year.
Dual Enrollment: 2 or more college classes during 9-12th grade years.
Honors: See Honor Requirements in Student Handbook
7-12 Grade: Students who were enrolled with Excelsior continuously beginning Fall of 7th grade through 12th grade
EL: Students with state seal of biliteracy or students that pass the ELPAC with a 4 and are reclassified.

PROM/ GRAD-NITE/ EVENTS

General Information
Persons invited by Excelsior Students to an Excelsior dance or any school sponsored event, such as grad-nite, who are not enrolled at Excelsior must be 19 years of age or younger. Individuals 19 years of age or under must be enrolled in high school and must produce a signed form from the principal of their school verifying they are in good standing (no discipline, good grades, etc.) in order to attend any Excelsior event. Any persons over 19 years of age and not a parent or guardian of the Excelsior student inviter will not be permitted to attend any Excelsior event.

Grad-Nite (Senior Event):

- Transportation is provided by Excelsior
- Students must follow dress code requirements as outlined by the venue
- Permission slips are required
- Guest passes are required for non-Excelsior students. Guests must meet all the requirements of the application under the age of 16 or under the age of 18 with a guest pass can attend (available in front office or ASB office)
- No student under the age of 16 or over the age of 18 can attend
- Additional information will be provided closer to the date of the event.

Junior/Senior Prom:

- Transportation is provided by Excelsior
- Permission slips are required
- Guest passes are required for non-Excelsior students. Guests must meet all the requirements of the application under the age of 16 or under the age of 18 with a guest pass can attend (available in front office or ASB office)
- Priority is given to Juniors and Seniors. ***Sophomores can only attend as a guest, and if tickets are still available.***
- Additional information will be provided closer to the date of the event.

Reference: School Safety Policy

SCHOOL DEBTS

Any outstanding debt may be paid through the Registrar's office. Ed. Code 60010(h), EC48904 (a)(1), EC48904(b)(1); EC 49014.

Questions regarding your student debt, please contact our Registrar at 760-245-4262 ext. 1409.

STUDENT DIRECTORY

PUPIL RECORDS

Directory Information which may be disclosed by school officials consists of the following: student's name, address, telephone number, date and birthplace, major field of study, participation in officially recognized activities and sports, weight and height of athletic team members, dates of attendance, degrees and awards received, and most recent previous school attended. Directory information shall not be released regarding any student whose parent/guardian notifies the center in writing that such information may not be disclosed. **Written notification must be received within 30 days of the first day of school. EC 49073**

Reference: Student Policy

STUDENT RECORDS

Both federal and state laws safeguard student records from unauthorized inspection or use and provide parents and "eligible" students certain rights. For purposes of student records, an "eligible" student is one who is 18 years of age or older OR who is attending an institution of postsecondary education. The law specifies that certain general information about Excelsior students is considered "directory information" and will be released to anyone who follows procedures for requesting it. That information includes:

- A parent or legal guardian/ student's name, address, telephone number, and date and place of birth.

- The student's photograph, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

- The student's dates of attendance, grade level, enrollment status, honors and awards received in school, and most recent school previously attended.

Release of any or all directory information regarding a student may be declined by the parent or legal guardian or an eligible student. *This decline must be made in writing to the Superintendent within 30 school days* of the student's enrollment for the current school year. Virtually all information pertaining to student performance, including grades, test results, and disciplinary records, is considered confidential educational records. Release of this information is restricted to:

- The Parent or Guardian - whether married, separated, or divorced, unless parental rights have been legally terminated and if the school is given a copy of the court order terminating these rights. Federal law requires that, as soon as the student becomes eligible (age 18), control of the records go to the student; however, the parents or guardian may continue to have access to the records if the student is a dependent, for tax purposes.
- Excelsior staff members who have what federal law defines as a "legitimate educational interest" in a student's records. Such persons would include school officials (such as Board members, the Superintendent, and Educational Services Dept.), school staff members (such as teachers, counselors, and diagnosticians), or an agent of the Center (such as a medical consultant).

- Various governmental agencies or in response to a subpoena or court order.

- A school to which a student transfers or in which he or she subsequently enrolls.

- Release to any other person or agency, such as a prospective employer or for a scholarship application - will occur only with parent/guardian or student permission as appropriate.

Excelsior must comply with a request by a **military recruiter or an institution of higher education** for students' names, addresses, and telephone listings, *unless parents or guardian have advised Excelsior in writing not to release their child's information* without prior written consent.

The Registrar is custodian of all records for currently enrolled students at the assigned school as well as for students who have withdrawn or graduated.

Records may be inspected by a parent/legal guardian or eligible student during normal business hours, by appointment only. If circumstances effectively prevent inspection during these hours, Excelsior will either provide a copy of the requested records or make other arrangements for the parent or legal guardian or student to review the requested records. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

A parent or legal guardian (or the student if he or she is 18 years of age or older or is attending an institution of postsecondary education) may inspect the student's records and request a correction if the records are considered inaccurate or otherwise in violation of the student's privacy rights. If Excelsior refuses the request to amend the records, the requestor has the right to request a hearing. If the records are not amended as a result of the hearing, the requestor has 30 school days to exercise the right to place a statement commenting on the information in the student's record.

Copies of student records are available at a cost of ten cents per page, payable in advance. If the student qualifies for free or reduced-price lunches and the parents or legal guardian are unable to view the records during regular school hours, one copy of the record will be provided at no charge upon written request of the parent or legal guardian.

Reference: Student Policy

WITHDRAWING FROM SCHOOL

A student under 18 years of age may be withdrawn from Excelsior only by a parent or legal guardian. A clearance form may be obtained from the front office.

A student who is 18 years of age or older, who is married, or who has been declared by a court to be an emancipated minor, may withdraw without permission from a parent/legal guardian.

Transfer grades will be sent to the next school directly along with the student cumulative file. Records will not be sent directly to parents or Guardians.

No credit will be issued if student withdrawals or transfers 15 school days prior to the official grading period (Fall or Spring Semester). AB490 requires school districts to calculate award and accept partial credits for foster youth. Ed Code 49069.5 & 51225.2

Reference: Student Policy

WORK PERMIT

Applications are available from your Counselor or the site Administrative Assistant. Work permits are processed after the student is offered employment. To be eligible for a work permit the Principal or Designee will confirm that the student is in good academic standing. Work permits may be revoked at the discretion of Administration should a student become academically ineligible.

BUS PASSES

Information regarding this program is available at the front office receptionist desk.

DROP OFF/PICK UP STUDENTS

The safe arrival and departure of students is of paramount concern to Excelsior Charter Schools. Excelsior desires to be a good neighbor to the residents surrounding any Excelsior site. Parents can help Excelsior to be a good neighbor by following the rules of the road and exercising courtesy. All visitors are expected to drive slowly when students are present. See your campus safety plan for additional information specific for your campus.

Reference: Facilities/Operations Policy

ACKNOWLEDGEMENT PAGE

I have read and reviewed with my child the following topics from the Excelsior Parent & Student Handbook

(Pg. 14, 65) CDE Bullying Prevention & Uniform Complaint

*I have read and reviewed the **Bullying Prevention and California Dept. of Education's "Prohibition of discrimination, harassment, intimidation and bullying in California Public Schools"** My signature does not indicate that consent has been given to participate in any particular program nor has it been withheld. (E.C. 48980, 48982)*

(Pg. 15-34) Parent Annual Notification

***I have read the Annual Notification** and acknowledge that I have been appropriately informed. My signature does not indicate that consent has been given to participate in any particular program nor has it been withheld. (E.C. 48980, 48982)*

(Pg. 28) Photo/Video/Web Site

I have read and give permission to the terms and conditions that are set out in the policy.

If you do not wish to give consent to Excelsior for Photo/ Video/ Web Site, please initial.

_____ I DO NOT give consent

(Pg. 28) Internet Student Safety Agreement

I have read, reviewed and understand the Student Internet Safety Agreement and agree to the terms and conditions that are set out in the agreement.

(Pg. 34) Use of Surveillance Cameras

I have read and give permission to the terms and conditions that are set out in the policy.

(Pg. 40) Course Testing Procedures

I have read and reviewed the testing procedures and agree to the terms and conditions that are set out in the policy.

(Pg. 55) Suicide Prevention Guidelines

*I have read the **Suicide Prevention Guidelines** and acknowledge that I have been appropriately informed. My signature does not indicate that consent has been given to participate in any particular program nor has it been withheld. (E.C. 48980, 48982)*

(Pg. 68) Parents Code of Conduct

***I have read the Parent Code of Conduct** and acknowledge that I have been appropriately informed. My signature does not indicate that consent has been given to participate in any particular program nor has it been withheld.*

(Pg. 80, 81) Suspension/Expulsion & Rule Violations

*I have read the **Causes for Suspensions/Expulsions and the Rule Violations/Consequences** and acknowledge that I have been appropriately informed. My signature does not indicate that consent has been given to participate in any particular program nor has it been withheld.*

(Pg. 9, 92) Directory Information - Pupil Records

*I have read the **Directory Information, Pupil Records** release of contact information and acknowledge that I have been appropriately informed. My signature does not indicate that consent has been given to participate in any particular program nor has it been withheld. (E.C. 48980, 48982)*

By signing this page you are acknowledging and verifying that you have received and take the responsibility that you have reviewed all the content in this handbook which includes the boxed items above.

Student Name: _____ Student Signature: _____

Parent Name: _____ Parent Signature: _____ Date Signed: _____

This signature page must be returned to each child's school within 10 days of the first day of school.

New Students: Return within 10 days of enrollment

*THIS PAGE LEFT INTENTIONALLY BLANK. *



Written Learning Agreement

2025-2026
EXCELSIOR CHARTER SCHOOLS
I.S. WRITTEN LEARNING AGREEMENT

Student Name: _____ **Student Number:** _____ **Grade:** _____

Address: _____ **Age:** _____ **DOB:** _____

City: _____ **Zip Code:** _____ **Phone: (_____)** _____

2nd Phone: (_____) _____

Duration of Agreement: 2025/2026 School Year **Beginning Date:** August 11, 2025 **Ending Date:** June 30, 2026

Objectives, Methods of Study, Methods of Evaluation, and Resources: We understand that the student is to complete the subjects/courses listed below, and that subject/course objectives reflect the curriculum adopted by the school's governing board and are consistent with school standards, as outlined in the school's subject/course descriptions. The specific objectives, methods of study, methods of evaluation, and resources for each assignment covered by this agreement will be described in each course assigned, which are part of this agreement, and any subsidiary agreements are also part of this agreement. The following resources shall be provided to the student:

Student Chromebooks, Digital Access to Online Curriculum, A Credentialed Teacher per Course, and a Connectivity Device if Needed or Requested.

Subject/Course	Course Value/Credits	Teacher Signature	Date

Additional Classes: If the student satisfactorily completes all of the above subjects/courses before the ending date of the agreement, one or more courses/subjects may be added to the agreement if the agreement is re-signed and re-dated by the teacher and the student. In the event a new teacher is assigned, that teacher must sign this agreement.

1 Must include materials and personnel, including any connectivity or devices adequate to participate and complete assigned work.

Reporting: We understand that students are required to report to their teacher(s) as scheduled.

Manner of reporting: **In-Person or Virtual as Assigned** Frequency: **Monday – Friday**

Days: **177** Time: **8:00 AM – 4:00 PM** Place: _____

Assignments: We understand that according to the school policy for grades **7** through **12**, the maximum length of time allowed between the assignment and the date the assignment is due is **5 days.** After **5 days** of missed assignments, or no activity, the LEA's Tiered Re-Engagement Policy will be initiated.

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

SAI, Tutoring, Small Group Instruction, Transportation Assistance, Free Breakfast & Lunch, Translation Services, Mental Health & Wellness Supports (Care Solace), Technology Assistance and Counseling.

Voluntary Statement: We understand that independent study is an optional educational alternative that students voluntarily select, including students covered under California Education Code sections 48915 and 48917. All students who choose independent study must be offered the alternative of classroom instruction, and they must have the continuing option of returning to the classroom. As Excelsior Charter Schools is a Parent Choice Independent Study Program, we understand that returning to the classroom may result in being placed on a Workshop Waiting List if the class is full. We recognize that we also have the option of returning to our District School of Residence.

Quality and Quantity; Rights and Privileges; Resources and Services: The independent study option is to be substantially equivalent in quality and quantity to classroom instruction. Students who choose to engage in independent study are to have equality of rights and privileges with the same access to existing services and resources as students in a regular school program.

Signatures and Dates: We have read and understand the terms of this agreement and agree to all the provisions. We understand and acknowledge this agreement may be signed electronically by all parties.

Student Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____

2 These grade levels and numbers must match the Board approved policy.

3 May be electronically signed by all parties and the agreement may be maintained electronically. EC 51749.6(b)(5)-(6)



Internal Controls and Prevention

Appendix:

Internal Controls and Prevention of Fraud, Embezzlement, and Conflicts of Interest

Excelsior shall maintain robust internal fiscal control policies and procedures that ensure sound financial management, protect public funds, and prevent fraud, embezzlement, and conflicts of interest.
The School shall operate in accordance with **Generally Accepted Accounting Principles (GAAP)** and all applicable provisions of the **California Education Code** and the **Government Code**.

Internal Fiscal Control Policies

Excelsior's internal control structure shall include, but not be limited to, the following key elements:

- **Segregation of Duties:** Fiscal responsibilities shall be divided among personnel so that no one individual has sole control over authorization, processing, and review of financial transactions.
- **Authorization and Approval:** All expenditures shall require approval by authorized personnel in accordance with board-adopted expenditure limits.
- **Dual Signatures:** Checks or electronic payments shall require two Board-designated authorized signatures.
- **Bank Reconciliations:** Bank accounts shall be reconciled monthly by a person independent of cash-handling functions. Reconciliations shall be reviewed and approved by the CFO.
- **Monthly Financial Reporting:** The CFO shall provide Board of Directors with monthly financial statements.
- ## Procurement and Expenditure Controls

Excelsior shall maintain a **Procurement Policy** ensuring that all purchases are conducted through fair, open, and competitive processes. The policy shall define thresholds for bids, documentation standards, and approval requirements consistent with fiscal accountability practices.

The use of school-issued credit cards, purchasing cards, or reimbursement requests are subject to written procedures requiring receipts, a stated business purpose, and supervisory authorization.

Conflict of Interest Policy

Excelsior's Board of Directors has adopted a **Conflict of Interest Code** consistent with the **Political Reform Act (Government Code § 87100 et seq.)** and **Government Code § 1090**.

Board members and designated employees shall annually file **Statements of Economic Interests (Form 700)** and shall recuse themselves from participation in decisions in which they have a financial interest.

Oversight, Monitoring, and Annual Audit

Implementation and oversight of internal controls shall be the shared responsibility of the Superintendent, CFO, and the Board of Directors:

- The Superintendent and/or designee shall ensure that internal control procedures are implemented and enforced daily.
- The **Board of Directors** shall monitor monthly financial performance, review independent audit findings, and make recommendations for corrective action when necessary.
- Excelsior shall contract with an **independent certified public accountant (CPA)** to perform an **annual financial audit** consistent with **Education Code § 47605(c)(5)(I)** and the requirements of the **State Controller's Guide for Annual Audits of K–12 Local Educational Agencies and Charter Schools**.
- The annual audit and any related management letters shall be reviewed by the Board of Directors in a public meeting and submitted to SBCSS, the State Controller's Office, and the California Department of Education by the statutory deadline.
- Any findings requiring corrective action shall result in corrective action plan developed by staff and approved by the Board of Directors.

Fraud Prevention and Reporting

Excelsior recognizes the importance of maintaining the highest standards of financial integrity and accountability and acknowledges its obligation to establish clear procedures to prevent, identify, and respond to any potential instances of fraud, misuse of funds, or fiscal irregularities.

Excelsior's procedures and practices include, at a minimum:

- A clear definition of fraud and fiscal misconduct applicable to all staff, contractors, and volunteers.
- Procedures for confidential reporting of suspected irregularities to school leadership or the Board of Directors without fear of retaliation.
- Assignment of oversight responsibility to a designated administrator for investigating reports of potential fraud.
- Board oversight and reporting obligations, including notification to the Board Chair in the event of any confirmed or suspected material irregularities; and
- Corrective and preventive measures to strengthen internal controls following any verified issue.

Excelsior relies on its existing internal controls—such as segregation of duties, dual authorization of expenditures, and regular financial reconciliations—to mitigate the risk of fraudulent activity.

Excelsior shall immediately report any material findings of fraud, misappropriation, or other illegal fiscal activity to the authorizing agency, and other relevant entities as required by law.

Through these measures, **Excelsior** affirms its commitment to transparency, accountability, and the responsible stewardship of public funds.

Training and Continuous Improvement

Excelsior shall provide annual fiscal management and compliance training for all Board members, administrators, and staff involved in financial operations. Training shall include fraud awareness, internal control procedures, and conflict-of-interest laws.

The Superintendent shall ensure that fiscal policies and internal controls are reviewed at least annually and revised as needed to reflect current legal requirements and best practices consistent with SBCSS guidance.



Special Education

CAHELP
CALIFORNIA ASSOCIATION OF
HEALTH & EDUCATION LINKED PROFESSIONS

California Association of Health & Education Linked Professions
17800 Highway 18
Apple Valley, CA 92307-1219

760-552-6700
760-242-5363
www.cahelp.org

October 22, 2025

San Bernardino County Board of Education
601 North E Street
San Bernardino, CA 92415-0020

Sent via Email

Re: Excelsior Charter Schools – CDS# 36 10363 3630761

To Whom It May Concern:

Excelsior Charter Schools has been a member of the Desert/Mountain SELPA since July 1, 2000. The California Association of Health and Education Linked Professions (CAHELP), JPA Governance Council recognizes Excelsior Charter Schools as a member in good standing of Desert/Mountain SELPA. They have demonstrated the commitment and capacity to function as an LEA for special education services, working collaboratively with SELPA staff to ensure compliance with State and Federal mandates. They are active participants in our Governance and Steering meetings as well as utilizing and participating in scheduled professional development.

If you have any questions, please feel free to contact me or Program Manager, Heidi Chavez.

Sincerely,

Pamela Bender
Chief Executive Officer

pb:hdc:cq

cc: Dr. Derek King, Superintendent
Excelsior Charter

Desert Mountain SELPA
Schedule A - Special Education Revenue Distribution Overview
2024-25 P-2 Certified
6/19/2025

		A		B	Adjustments						
					C	D	E	F	G	H	I
1	Local Education Agency	Funded ADA Schedule A	Equalization Check	AB602 & Federal Local Assistance Apportionment 6500 & 3310 Per ADA $ 1,105.00	Purchased Services Schedule C	Preschool Assessments Schedule C	Small District Shortfall / Protection Schedule D	AB602 Out-of-Home Funding for 100% LCI Schedule E	DM SELPA Charter NPS/NPA Schedule E	DM SELPA Charter NPS/NPA Indemnity Offset Schedule E	DM SELPA Charter X-Pot Contribution Schedule F
2	County Operated Programs	113.32	1,105.00	125,219	71,038,529	344,640	-	-	-	-	-
3	Academy for Academic Excellence	1,411.15	1,105.00	1,559,323	(212,849)	-	-	-	(170)	170	(40,698)
4	Norton Science and Language Academy	1,157.99	1,105.00	1,279,580	(293,121)	-	-	-	-	-	(55,062)
5	Adelanto Elementary	7,064.39	1,105.00	7,806,160	(9,077,942)	(224,016)	(271,875)	-	-	-	-
6	Apple Valley Unified	12,614.47	1,105.00	13,939,005	(13,017,446)	-	(485,471)	347,472	-	-	-
7	Baker Valley Unified	127.73	1,105.00	141,142	(66,237)	(17,232)	32,190	-	-	-	-
8	Barstow Unified	5,779.99	1,105.00	6,386,896	(6,050,745)	(71,800)	(222,445)	-	-	-	-
9	Bear Valley Unified	1,996.50	1,105.00	2,206,135	(1,940,923)	-	-	-	-	-	-
10	Excelsior Charter School	2,290.79	1,105.00	2,531,326	(137,540)	-	-	-	-	-	(105,336)
11	Excelsior Charter School Corona-Norco	138.89	1,105.00	153,474	-	-	-	-	-	-	(5,054)
12	Health Sciences High and Middle College	475.64	1,105.00	525,583	-	-	-	-	(713)	713	(25,536)
13	Helendale Elementary	1,061.34	1,105.00	1,172,782	(1,204,823)	(5,744)	486,467	-	-	-	-
14	Hesperia Unified	21,652.04	1,105.00	23,925,532	(16,457,421)	(22,976)	(833,285)	-	-	-	-
15	Lucerne Valley Unified	1,115.10	1,105.00	1,232,187	(1,407,545)	-	563,672	-	-	-	-
16	Needles Unified	914.15	1,105.00	1,010,137	(2,259,271)	-	1,701,415	-	-	-	-
17	Oro Grande Elementary	6,122.51	1,105.00	6,765,381	(1,055,650)	-	(235,626)	-	-	-	-
18	Silver Valley Unified	2,033.81	1,105.00	2,247,363	(405,371)	-	-	-	-	-	-
19	Snowline Joint Unified	7,496.37	1,105.00	8,283,498	(9,235,774)	(2,872)	(288,500)	-	-	-	-
20	Trona Joint Unified	231.90	1,105.00	256,250	(424,325)	-	421,610	-	-	-	-
21	Victor Elementary	11,716.59	1,105.00	12,946,847	(18,267,888)	-	(450,916)	11,614	-	-	-
22	Victor Valley Union High	10,841.50	1,105.00	11,979,871	(10,388,430)	-	(417,238)	-	-	-	-
23	SELPA Low Incidence Entitlement (0296)	-		2,537,978	-		-	-	-	-	-
24	SELPA Related Services (0297)	-		-	12,532,222		-	-	-	-	-
25	Intensive Therapeutic Services (029P)	-		-	1,110,396		-	-	-	-	-
26	SELPA PS/RS (0293)	-		3,456,871	-		-	-	-	-	-
27	SELPA Out-of-Home (298B)	-		6,678,065	-		-	(359,086)	-	-	-
28	SELPA X-Pot (0292)	-		-	-		-	-	-	-	-
29	SELPA Revenue Pool (029C)	-		-	-		-	-	883	(883)	231,686
30	SELPA State & Federal Mental Health	-		-	-		-	-	-	-	-
31	DMCC MHS (483F)	-		-	7,222,154		-	-	-	-	-
32	Total	96,356.17		119,146,605	-	-	0	-	-	-	-

Desert Mountain SELPA
Schedule A - Special Education Revenue Distribution Overview
2024-25 P-2 Certified
6/19/2025

			Revenue Distribution			
		J	K	L	M	N
1	Local Education Agency	Adjusted Apportionment	County Property Tax Reource 6500	Local Assistance Resource 3310	AB602 Apportionment Resource 6500	Adjusted Apportionment
2	County Operated Programs	71,508,388	7,183,784	2,330,236	61,994,368	71,508,388
3	Academy for Academic Excellence	1,305,776	-	193,235	1,112,541	1,305,776
4	Norton Science and Language Academy	931,397	-	261,436	669,961	931,397
5	Adelanto Elementary	(1,767,673)	-	1,404,429	(3,172,102)	(1,767,673)
6	Apple Valley Unified	783,560	-	2,600,927	(1,817,367)	783,560
7	Baker Valley Unified	89,863	-	21,471	68,392	89,863
8	Barstow Unified	41,907	-	1,260,449	(1,218,542)	41,907
9	Bear Valley Unified	265,212	-	387,733	(122,521)	265,212
10	Excelsior Charter School	2,288,450	-	500,138	1,788,312	2,288,450
11	Excelsior Charter School Corona-Norco	148,420	-	23,997	124,423	148,420
12	Health Sciences High and Middle College	500,047	-	121,246	378,801	500,047
13	Helendale Elementary	448,682	-	170,502	278,180	448,682
14	Hesperia Unified	6,611,850	-	4,152,204	2,459,646	6,611,850
15	Lucerne Valley Unified	388,314	-	233,650	154,664	388,314
16	Needles Unified	452,281	-	205,865	246,416	452,281
17	Oro Grande Elementary	5,474,105	-	1,117,733	4,356,372	5,474,105
18	Silver Valley Unified	1,841,992	-	575,442	1,266,550	1,841,992
19	Snowline Joint Unified	(1,243,647)	-	1,655,565	(2,899,212)	(1,243,647)
20	Trona Joint Unified	253,535	-	71,989	181,546	253,535
21	Victor Elementary	(5,760,343)	-	2,096,868	(7,857,211)	(5,760,343)
22	Victor Valley Union High	1,174,203	-	2,104,912	(930,709)	1,174,203
23	SELPA Low Incidence Entitlement (0296)	2,537,978	-	-	2,537,978	2,537,978
24	SELPA Related Services (0297)	12,532,222	-	-	12,532,222	12,532,222
25	Intensive Therapeutic Services (029P)	1,110,396	-	-	1,110,396	1,110,396
26	SELPA PS/RS (0293)	3,456,871	-	-	3,456,873	3,456,873
27	SELPA Out-of-Home (298B)	6,318,979	-	-	6,318,979	6,318,979
28	SELPA X-Pot (0292)	-	-	-	-	-
29	SELPA Revenue Pool (029C)	231,686	-	-	231,686	231,686
30	SELPA State & Federal Mental Health	-	-	-	-	-
31	DMCC MHS (483F)	7,222,154	-	-	7,222,154	7,222,154
32	Total	119,146,605	7,183,784	21,490,027	90,472,794	119,146,605

Desert Mountain SELPA
Schedule A - Special Education Revenue Distribution Overview
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		A				B				C	D			E	F	G
		Pupil Count 02/2025 Fall 1 Certified				Federal Local Assistance Resource 3310 *				County Operated Federal Local Assistance Adjustment *	Federal Preschool Resource 3315			Preschool Staff Development Resource 3345	Part C Early Intervention Resource 3385	Infant Funding Resources 6510/6515
1	LEA	Infant	Preschool	K-12	Total Pupil Count	K-12	Preschool	SigDis Adjustment for County Served	21,490,027	412,411	Preschool	SigDis Adjustment for County Served	363,326	2,835	37,210	654,639
2	County Operated Programs	25	225	1,331	1,581	1,681,020	679,059	(29,843)	2,330,236	412,411	200,136	-	200,136	-	32,210	654,639
3	Academy for Academic Excellence	-	-	153	153	193,235	-	-	193,235	-	-	-	-	-	-	-
4	Norton Science and Language Academy	-	-	207	207	261,436	-	-	261,436	-	-	-	-	-	-	-
5	Adelanto Elementary	-	-	1,112	1,112	1,404,429	-	-	1,404,429	-	-	-	-	-	-	-
6	Apple Valley Unified	-	42	1,959	2,001	2,474,169	126,758	-	2,600,927	-	37,359	-	37,359	-	-	-
7	Baker Valley Unified	-	-	17	17	21,471	-	-	21,471	-	-	-	-	-	-	-
8	Barstow Unified	-	-	998	998	1,260,449	-	-	1,260,449	-	-	-	-	-	-	-
9	Bear Valley Unified	-	-	307	307	387,733	-	-	387,733	-	-	-	-	-	-	-
10	Excelsior Charter School	-	-	396	396	500,138	-	-	500,138	-	-	-	-	-	-	-
11	Excelsior Charter School Corona-Norco	-	-	19	19	23,997	-	-	23,997	-	-	-	-	-	-	-
12	Health Sciences High and Middle College	-	-	96	96	121,246	-	-	121,246	-	-	-	-	-	-	-
13	Helendale Elementary	-	-	135	135	170,502	-	-	170,502	-	-	-	-	-	-	-
14	Hesperia Unified	-	35	3,204	3,239	4,046,573	105,631	-	4,152,204	-	31,132	-	31,132	-	-	-
15	Lucerne Valley Unified	-	-	185	185	233,650	-	-	233,650	-	-	-	-	-	-	-
16	Needles Unified	-	-	163	163	205,865	-	-	205,865	-	-	-	-	-	-	-
17	Oro Grande Elementary	-	-	885	885	1,117,733	-	-	1,117,733	-	-	-	-	-	-	-
18	Silver Valley Unified	-	17	415	432	524,135	51,307	-	575,442	-	15,121	-	15,121	-	-	-
19	Snowline Joint Unified	-	15	1,275	1,290	1,610,294	45,271	-	1,655,565	-	13,342	-	13,342	-	-	-
20	Trona Joint Unified	-	-	57	57	71,989	-	-	71,989	-	-	-	-	-	-	-
21	Victor Elementary	-	52	1,536	1,588	1,939,930	156,938	-	2,096,868	-	46,253	-	46,253	-	-	-
22	Victor Valley Union High	-	-	1,643	1,643	2,075,069	-	29,843	2,104,912	-	-	-	-	-	-	-
23	SELPA	-	-	-	-	-	-	-	-	-	19,983	-	19,983	2,835	5,000	-
24		25	386	16,093	16,504	20,325,062	1,164,965	-	21,490,027	412,411	363,326	-	363,326	2,835	37,210	654,639

* 2017-18 Historical Grant Award Information
Combined with 3310 Local Assistance Entitlements

3310	17,347,661	94.58%	
3320	994,309	5.42%	
	18,341,970	100.00%	

			Pupil Count	Amount Per Pupil
2024-25 Grant Award		21,902,438		
Less County Operated 2017-18 Allocation		412,411		
Total to Be Allocated		21,490,027		
K-12	94.58%	20,325,063	16,093	1,262.975
Preschool	5.42%	1,164,964	386	3,018.040
		-		

Desert Mountain SELPA
Schedule B - Funding Exhibit
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	LEA	2023-24 District Countywide Charter District Charter ADA	2023-24 County ADA	2023-24 Funded ADA
2	County Operated Programs	-	113.32	113.32
3	Academy for Academic Excellence	1,411.15	-	1,411.15
4	Norton Science and Language Academy	1,157.99	-	1,157.99
5	Adelanto Elementary	6,939.33	125.06	7,064.39
6	Apple Valley Unified	12,482.09	132.38	12,614.47
7	Baker Valley Unified	120.71	7.02	127.73
8	Barstow Unified	5,724.14	55.85	5,779.99
9	Bear Valley Unified	1,977.25	19.25	1,996.50
10	Excelsior Charter School	2,290.79	-	2,290.79
11	Excelsior Charter School Corona-Norco	138.89	-	138.89
12	Health Sciences High and Middle College	475.64	-	475.64
13	Helendale Elementary	1,049.28	12.06	1,061.34
14	Hesperia Unified	21,480.37	171.67	21,652.04
15	Lucerne Valley Unified	1,091.44	23.66	1,115.10
16	Needles Unified	845.65	68.50	914.15
17	Oro Grande Elementary	6,114.67	7.84	6,122.51
18	Silver Valley Unified	2,026.60	7.21	2,033.81
19	Snowline Joint Unified	7,396.39	99.98	7,496.37
20	Trona Joint Unified	226.37	5.53	231.90
21	Victor Elementary	11,410.11	306.48	11,716.59
22	Victor Valley Union High	10,702.92	138.58	10,841.50
23	Total	95,061.78	1,294.39	96,356.17

Desert Mountain SELPA
Schedule B - Funding Exhibit
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		2022-23 Annual R-3							
1	LEA	District ADA	Countywide Charter	District Charter ADA	Subtotal District/Charter	County ADA	ADA Rported by County OOS Tuition	Subtotal County	Total 2022-23
2	County Operated Programs	-	-	-	-	111.23	-	111.23	111.23
3	Academy for Academic Excellence	-	-	1,378.08	1,378.08		-	-	1,378.08
4	Norton Science and Language Academy	-	1,042.88	-	1,042.88		-	-	1,042.88
5	Adelanto Elementary	6,897.27	-	-	6,897.27		83.35	83.35	6,980.62
6	Apple Valley Unified	12,173.78	-	-	12,173.78		99.66	99.66	12,273.44
7	Baker Valley Unified	116.46	-	-	116.46		2.90	2.90	119.36
8	Barstow Unified	5,617.54	-	-	5,617.54		58.09	58.09	5,675.63
9	Bear Valley Unified	1,921.90	-	-	1,921.90		18.44	18.44	1,940.34
10	Excelsior Charter School	-	2,256.22	-	2,256.22		-	-	2,256.22
11	Excelsior Charter School Corona-Norco	-	-	132.15	132.15		-	-	132.15
12	Health Sciences High and Middle College	-	-	474.38	474.38		-	-	474.38
13	Helendale Elementary	630.08	-	412.67	1,042.75		13.92	13.92	1,056.67
14	Hesperia Unified	20,698.12	-	-	20,698.12		100.02	100.02	20,798.14
15	Lucerne Valley Unified	927.95	-	-	927.95		16.02	16.02	943.97
16	Needles Unified	825.29	-	-	825.29		60.49	60.49	885.78
17	Oro Grande Elementary	81.33	-	5,355.22	5,436.55		2.92	2.92	5,439.47
18	Silver Valley Unified	1,806.48	-	-	1,806.48		4.33	4.33	1,810.81
19	Snowline Joint Unified	7,277.49	-	-	7,277.49		82.84	82.84	7,360.33
20	Trona Joint Unified	213.81	-	-	213.81		4.83	4.83	218.64
21	Victor Elementary	10,856.81	-	434.39	11,291.20		201.74	201.74	11,492.94
22	Victor Valley Union High	10,239.66	-	-	10,239.66		108.64	108.64	10,348.30
23	Total	80,283.97	3,299.10	8,186.89	91,769.96	111.23	858.19	969.42	92,739.38

Desert Mountain SELPA
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		2023-24 Annual R-1							
1	LEA	District ADA	Countywide Charter	District Charter ADA	Subtotal District/Charter	County ADA	ADA Rported by County OOS Tuition	Subtotal County	Total 2023-24
2	County Operated Programs	-	-	-	-	122.28	-	122.28	122.28
3	Academy for Academic Excellence	-	-	1,410.72	1,410.72		-	-	1,410.72
4	Norton Science and Language Academy	-	1,105.49	-	1,105.49		-	-	1,105.49
5	Adelanto Elementary	6,920.47	-	-	6,920.47		116.29	116.29	7,036.76
6	Apple Valley Unified	12,482.09	-	-	12,482.09		120.33	120.33	12,602.42
7	Baker Valley Unified	120.71	-	-	120.71		3.96	3.96	124.67
8	Barstow Unified	5,724.14	-	-	5,724.14		62.10	62.10	5,786.24
9	Bear Valley Unified	1,950.94	-	-	1,950.94		19.11	19.11	1,970.05
10	Excelsior Charter School	-	2,100.67	-	2,100.67		-	-	2,100.67
11	Excelsior Charter School Corona-Norco	-	-	136.90	136.90		-	-	136.90
12	Health Sciences High and Middle College	-	-	460.45	460.45		-	-	460.45
13	Helendale Elementary	648.21	-	401.07	1,049.28		12.67	12.67	1,061.95
14	Hesperia Unified	21,480.37	-	-	21,480.37		142.85	142.85	21,623.22
15	Lucerne Valley Unified	1,004.23	-	-	1,004.23		24.16	24.16	1,028.39
16	Needles Unified	845.65	-	-	845.65		67.92	67.92	913.57
17	Oro Grande Elementary	80.55	-	5,669.87	5,750.42		3.80	3.80	5,754.22
18	Silver Valley Unified	1,911.79	-	-	1,911.79		5.91	5.91	1,917.70
19	Snowline Joint Unified	7,328.02	-	-	7,328.02		93.87	93.87	7,421.89
20	Trona Joint Unified	211.34	-	-	211.34		5.27	5.27	216.61
21	Victor Elementary	10,970.53	-	439.58	11,410.11		255.30	255.30	11,665.41
22	Victor Valley Union High	10,702.92	-	-	10,702.92		119.05	119.05	10,821.97
23	Total	82,381.96	3,206.16	8,518.59	94,106.71	122.28	1,052.59	1,174.87	95,281.58

Desert Mountain SELPA
Schedule B - Funding Exhibit
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		2024-25 P-2							
1	LEA	District ADA	Countywide Charter	District Charter ADA	Subtotal District/Charter	County ADA	ADA Rported by County OOS Tuition	Subtotal County	Total 2024-25
2	County Operated Programs	-	-	-	-	113.32	-	113.32	113.32
3	Academy for Academic Excellence	-	-	1,411.15	1,411.15		-	-	1,411.15
4	Norton Science and Language Academy	-	1,157.99	-	1,157.99		-	-	1,157.99
5	Adelanto Elementary	6,939.33	-	-	6,939.33		125.06	125.06	7,064.39
6	Apple Valley Unified	12,413.37	-	-	12,413.37		132.38	132.38	12,545.75
7	Baker Valley Unified	114.52	-	-	114.52		7.02	7.02	121.54
8	Barstow Unified	5,417.04	-	-	5,417.04		55.85	55.85	5,472.89
9	Bear Valley Unified	1,977.25	-	-	1,977.25		19.25	19.25	1,996.50
10	Excelsior Charter School	-	2,290.79	-	2,290.79		-	-	2,290.79
11	Excelsior Charter School Corona-Norco	-	-	138.89	138.89		-	-	138.89
12	Health Sciences High and Middle College	-	-	475.64	475.64		-	-	475.64
13	Helendale Elementary	642.59	-	384.05	1,026.64		12.06	12.06	1,038.70
14	Hesperia Unified	21,087.27	-	-	21,087.27		171.67	171.67	21,258.94
15	Lucerne Valley Unified	1,091.44	-	-	1,091.44		23.66	23.66	1,115.10
16	Needles Unified	831.69	-	-	831.69		68.50	68.50	900.19
17	Oro Grande Elementary	81.11	-	6,033.56	6,114.67		7.84	7.84	6,122.51
18	Silver Valley Unified	2,026.60	-	-	2,026.60		7.21	7.21	2,033.81
19	Snowline Joint Unified	7,396.39	-	-	7,396.39		99.98	99.98	7,496.37
20	Trona Joint Unified	226.37	-	-	226.37		5.53	5.53	231.90
21	Victor Elementary	10,936.05	-	438.76	11,374.81		306.48	306.48	11,681.29
22	Victor Valley Union High	10,702.59	-	-	10,702.59		138.58	138.58	10,841.17
23	Total	81,883.61	3,448.78	8,882.05	94,214.44	113.32	1,181.07	1,294.39	95,508.83

Desert Mountain SELPA
Schedule B - Funding Exhibit
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COLA [EC 56836.14]		
Cost-of-Living Adjustment (COLA) Factor	A-1	1.0700%
SECTION ADA and RATES		
Number of LEAs in SELPA	AR-1	21
SELPA funded ADA	AR-2	96,356.17
2019-20 SELPA funded ADA	AR-3	100,926.64
Prior year SELPA Base Rate	AR-4	887.40
Current Year Minimum SELPA Base Rate	AR-5	896.8992228000
SELPA Base Rate (Greater of AR-4 or AR-5)	AR-6	896.8992228000
BASE GRANT FUNDING [EC 56836.148]		
Total Base Grant Entitlement	B-1	86,421,773.98
Base Proration Factor	B-2	1.00
Total Adjusted Base Grant Entitlement (B-1 * B-2)	B-3	86,421,773.98
GENERAL FUNDING [EC 56836.15]		
Local Special Education Property Taxes [EC 2572]	C-1	7,183,784.00
Applicable Excess ERAF	C-2	-
Total Deductions (C-1 + C-2)	C-3	7,183,784.00
Net Funding Entitlement (B-3 - C-3)	C-4	79,237,989.98
PROGRAM SPECIALISTS/REGIONALIZED SERVICES (PS/RS) [EC 56836.24 & EC 56836.31]		
2019-20 SELPA Funded ADA	D-1	100,926.64
Prior Year Statewide PS/RS Rate	D-2	19.7905017966
Current Year Statewide PS/RS Rate (D-2 * A-1)	D-3	20.0022601658
Apportionment		
NSS ADA Threshold	D-4	-
Qualifying NSS ADA Adjustment (If D-4 > D-1, then D-4 - D-1; else 0)	D-5	-
NSS PS/RS Entitlement (D-3 * D-5)	D-6	-
NSS PS/RS Proration Factor	D-7	1.00
NSS PS/RS Apportionment (D-6 * D-7)	D-8	-
PS/RS Apportionment		
PS/RS Entitlement (D-1 * D-3)	D-9	2,018,760.91
PS/RS Proration Factor	D-10	1.00
PS/RS Apportionment (D-9 * D-10)	D-11	2,018,760.91
Total PS/RS Apportionment (D-8 + D-11)	D-12	2,018,760.91
LOW INCIDENCE [EC 56836.22]		
CALPADS Fall 1 Prior Year Low Incidence Pupil Counts	E-1	661
Low Incidence Rate	E-2	3,839.603507870
Low Incidence Apportionment (E-1 * E-2)	E-3	2,537,977.92
OUT-OF-HOME CARE [EC 56836.168]		
Out-of-Home Care Apportionment	F-1	6,678,065.00
EXTRAORDINARY COST POOL FOR NONPUBLIC NONSECTARIAN SCHOOLS (NPS) / LICENSED CHILDRENS INSTITUTIONS (LCI) & NSS MENTAL HEALTH SERVICES [EC 56836.21]		
NPS/LCI Extraordinary Cost Pool Apportionment	G-1	-
NSS Mental Health Services Extraordinary Cost Pool Apportionment	G-2	-
Total Extraordinary Cost Pool Apportionment (G-1 + G-2)		-
ADJUSTMENT FOR NSS WITH DECLINING ENROLLMENT [EC 56214]	G-3	
2019-20 Adjustment for NSS with Declining ADA Only	H-1	-
Total 2019-20 Statewide Adjustment for NSS	H-2	-
Percentage of 2019-20 Adjustment for NSS (If H-1 = 0, then 0, else H-1 / H-2)	H-3	-
Current Year Appropriation Increase	H-4	-
Proportionate Share (H-3 * H-4)	H-5	-
Total Adjustment for NSS with Declining Enrollment (H-1 + H-5)	H-6	-

Desert Mountain SELPA
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APPORTIONMENT SUMMARY		
Net Funding Entitlement (C-4)	I-1	79,237,989.98
PS/RS Apportionment (D-11)	I-2	2,018,760.91
Low Incidence (E-3)	I-3	2,537,977.92
Out-of-Home Care Apportionment (F-1)	I-4	6,678,065.00
Extraordinary Cost Pool Apportionment (G-3, Annual Only; else 0)	I-5	-
Adjustment for NSS with Declining Enrollment (H-6)	I-6	-
Total Apportionment (Sum of I-1 through I-6)	I-7	90,472,794
Property Taxes and Excess ERAF		7,183,784
Total AB 602 Funding		97,656,578
Federal Local Assistance		21,490,027
Total Funding with Local Assistance		119,146,605
Less PS/RS		(2,018,761)
Less PS/RS Adjustment		
Allocation Methodology) Base + Property Tax * 4%	3,456,870.96	(1,438,110)
Less Low Incidence Materials & Equipment (K-8)		(2,537,978)
Less Out of Home Care (K-9)		(6,678,065)
Total Funding (Equally Distributed per ADA)		106,473,691
SELPA ADA Schedule C		96,356.17
AB602 Funding per ADA		1,105.00

LEA	Funded ADA	Base Rate 896.90
County Operated Programs	113.32	101,636.62
Academy for Academic Excellence	1411.15	1,265,659.34
Norton Science and Language Academy	1157.99	1,038,600.33
Adelanto Elementary	7064.39	6,336,045.90
Apple Valley Unified	12614.47	11,313,908.34
Baker Valley Unified	127.73	114,560.94
Barstow Unified	5779.99	5,184,068.54
Bear Valley Unified	1996.5	1,790,659.30
Excelsior Charter School	2290.79	2,054,607.77
Excelsior Charter School Corona-Norco	138.89	124,570.33
Health Sciences High and Middle College	475.64	426,601.15
Helendale Elementary	1061.34	951,915.02
Hesperia Unified	21652.04	19,419,697.85
Lucerne Valley Unified	1115.1	1,000,132.32
Needles Unified	914.15	819,900.42
Oro Grande Elementary	6122.51	5,491,274.46
Silver Valley Unified	2033.81	1,824,122.61
Snowline Joint Unified	7496.37	6,723,488.43
Trona Joint Unified	231.9	207,990.93
Victor Elementary	11716.59	10,508,600.46
Victor Valley Union High	10841.5	9,723,732.92
Total	96,356.17	86,421,773.99

Desert Mountain SELPA
Schedule C - Purchased Services

	A	B	C	D	E	F	G	H	I
1	Local Education Agency	SELPA Related Services and Education Support	Intensive Therapeutic Services	DM Children's Center Mental Health Services	County Regional Services	Served by Other Districts	Served for Other Districts	Total Purchased Services	Preschool Assessments
2	County Operated Programs	-	(6,046)	-	71,044,575	-	-	71,038,529	344,640
3	Academy for Academic Excellence	(195,276)	-	-	(17,573)	-	-	(212,849)	-
4	Norton Science and Language Academy	(279,895)	-	-	(13,226)	-	-	(293,121)	-
5	Adelanto Elementary	(119,769)	(107,815)	(529,881)	(8,355,662)	(103,365)	138,550	(9,077,942)	(224,016)
6	Apple Valley Unified	(2,113,872)	(234,775)	(1,387,701)	(9,225,269)	(64,883)	9,054	(13,017,446)	-
7	Baker Valley Unified	-	(17,130)	-	(49,107)	-	-	(66,237)	(17,232)
8	Barstow Unified	(1,226,334)	(138,044)	(459,116)	(4,116,682)	(110,569)	-	(6,050,745)	(71,800)
9	Barstow Unified (Nurse)	-	-	-	-			-	-
10	Bear Valley Unified	(320,911)	(39,297)	-	(1,525,067)	-	-	(1,885,275)	-
11	Bear Valley Unified (Nurse)	-			(55,648)			(55,648)	-
12	Excelsior Charter School	(106,102)	-	-	(31,438)	-	-	(137,540)	-
13	Excelsior Charter School Corona-Norco	-	-	-	-	-	-	-	-
14	Health Sciences High and Middle College	-	-	-	-	-	-	-	-
15	Helendale Elementary	(97,313)	-	-	(1,101,818)	(6,751)	1,059	(1,204,823)	(5,744)
16	Hesperia Unified	(3,954,689)	(97,739)	(1,628,194)	(10,693,805)	(108,288)	25,294	(16,457,421)	(22,976)
17	Hesperia Unified (Joshua Circle Nurse-3Chords)	-	-	-	-	-	-	-	-
18	Lucerne Valley Unified	(134,091)	-	-	(1,265,487)	(7,967)	-	(1,407,545)	-
19	Needles Unified	-	-	-	(2,259,271)	-	-	(2,259,271)	-
20	Oro Grande Elementary	(253,860)	(12,091)	(256,023)	(533,676)	-	-	(1,055,650)	-
21	Silver Valley Unified	(107,402)	(25,190)	-	(402,740)	-	129,961	(405,371)	-
22	Snowline Joint Unified	(1,617,535)	(53,404)	(701,905)	(6,883,892)	(45,932)	66,894	(9,235,774)	(2,872)
23	Trona Joint Unified	-	-	-	(424,325)	-	-	(424,325)	-
24	Victor Elementary	(1,515,998)	(115,876)	(871,054)	(15,904,082)	(82,062)	160,064	(18,329,008)	-
25	Victor Elementary (Nurse)	-	-	-	61,120	-	-	61,120	
26	Victor Valley Union High	(489,175)	(262,989)	(1,388,280)	(8,246,927)	(1,059)	-	(10,388,430)	-
27	Victor Valley Union High (Nurse)	-	-	-	-	-	-	-	-
28	SELPA Low Incidence Entitlement (0296)	-	-	-	-	-	-	-	-
29	DMCC MHS (483F)	-	-	7,222,154	-	-	-	7,222,154	-
31	Total Purchased Services	-	-	-	-	(530,876)	530,876	-	-

Desert Mountain SELPA
Schedule D - Small District Protection

	A	B	C	C	D	E	F	G	H	I	J	K	L
1	Local Education Agency	SPED Apportionment 6500/3310	Apportionment (Exclude LEAs < 2501 ADA)	% of Apportionment > 2500 LEA	Total Purchased Services	Revenue Less Purchased Services	Small District Shortfall	* Small District NPS/NPA (Includes Indemnity Offset)	Small District Costs (Transportation, Special Circumstances)	Small District Protection 3,205,355	Small District Guarantee - Green Highlight Guarantee > Apportionment	Less All Related - Itinerant - SELPA Services	Revised Small District Guarantee < 1500 ADA (Not to Exceed Apportionment)
2	County Operated Programs	125,219	-	-	71,383,169	71,508,388	-	-	-	-	-	-	-
3	Academy for Academic Excellence	1,559,323	-	-	(212,849)	1,346,474	-	-	-	-	-	-	-
4	Norton Science and Language Academy	1,279,580	-	-	(293,121)	986,459	-	-	-	-	-	-	-
5	Adelanto Elementary	7,806,160	7,806,160	8.48%	(9,301,958)	(1,495,798)	-	-	-	(271,875)	-	-	-
6	Apple Valley Unified	13,939,005	13,939,005	15.15%	(13,017,446)	921,559	-	-	-	(485,471)	-	-	-
7	Baker Valley Unified	141,142	-	-	(83,469)	57,673	32,190	-	-	-	89,863	-	89,863
8	Barstow Unified	6,386,896	6,386,896	6.94%	(6,122,545)	264,351	-	-	-	(222,445)	-	-	-
9	Bear Valley Unified	2,206,135	-	-	(1,940,923)	265,212	-	-	-	-	-	-	-
10	Excelsior Charter School	2,531,326	-	-	(137,540)	2,393,786	-	-	-	-	-	-	-
11	Excelsior Charter School Corona-Norco	153,474	-	-	-	153,474	-	-	-	-	-	-	-
12	Health Sciences High and Middle College	525,583	-	-	-	525,583	-	-	-	-	-	-	-
13	Helendale Elementary	1,172,782	-	-	(1,210,567)	(37,785)	249,467	-	237,000	-	211,682	-	211,682
14	Hesperia Unified	23,925,532	23,925,532	26.00%	(16,480,397)	7,445,135	-	-	-	(833,285)	-	-	-
15	Lucerne Valley Unified	1,232,187	-	-	(1,407,545)	(175,358)	563,672	-	-	-	388,314	-	388,314
16	Needles Unified	1,010,137	-	-	(2,259,271)	(1,249,134)	1,701,415	-	-	-	452,281	-	452,281
17	Oro Grande Elementary	6,765,381	6,765,381	7.35%	(1,055,650)	5,709,731	-	-	-	(235,626)	-	-	-
18	Silver Valley Unified	2,247,363	-	-	(405,371)	1,841,992	-	-	-	-	-	-	-
19	Snowline Joint Unified	8,283,498	8,283,498	9.00%	(9,238,646)	(955,148)	-	-	-	(288,500)	-	-	-
20	Trona Joint Unified	256,250	-	-	(424,325)	(168,075)	421,610	-	-	-	253,535	-	253,535
21	Victor Elementary	12,946,847	12,946,847	14.07%	(18,329,008)	(5,382,161)	-	-	-	(450,916)	-	-	-
22	Victor Valley Union High	11,979,871	11,979,871	13.02%	(10,388,430)	1,591,441	-	-	-	(417,238)	-	-	-
23	SELPA Low Incidence Entitlement (0296)	2,537,978	-	-	-	2,537,978	-	-	-	-	-	-	-
24	SELPA Related Services (0297)	-	-	-	12,532,222	12,532,222	-	-	-	-	-	-	-
25	SELPA PS/RS (0293)	3,456,871	-	-	-	3,456,871	-	-	-	-	-	-	-
26	SELPA Out-of-Home (298B)	6,678,065	-	-	-	6,678,065	-	-	-	-	-	-	-
27	DMCC	-	-	-	8,332,550	8,332,550	-	-	-	-	-		
28	Total	119,146,605	92,033,192	100.00%	(61,120)	119,085,485	2,968,355	-	237,000	(3,205,355)	1,395,676	-	1,395,676

Desert Mountain SELPA
Schedule E - Non-Public School/Agency

	A	B	C	D	E	F	G
1	Local Education Agency	100% Funded NPS LCI	NPS ADA LCFF Offset for 100% LCI	Out-of-Home Funding for 100% LCI	LEA Paid NPS/NPA Non-LCI	Less Indemnity (Maximum $30,000)	Net District Paid NPS/NPA Costs
2	County Operated Programs	-	-	-	-	-	-
3	Academy for Academic Excellence	-	-	-	170	(170)	-
4	Norton Science and Language Academy	-	-	-	-	-	-
5	Adelanto Elementary	-	-	-	3,193,859	(30,000)	3,163,859
6	Apple Valley Unified	417,811	(70,339)	347,472	4,805,760	(30,000)	4,775,760
7	Baker Valley Unified	-	-	-	28,791	(28,791)	-
8	Barstow Unified	-	-	-	5,098,177	(30,000)	5,068,177
9	Bear Valley Unified	-	-	-	111,323	(30,000)	81,323
10	Excelsior Charter School	-	-	-	-	-	-
11	Excelsior Charter School Corona-Norco	-	-	-	-	-	-
12	Health Sciences High and Middle College	-	-	-	713	(713)	-
13	Helendale Elementary	-	-	-	114,265	(30,000)	84,265
14	Hesperia Unified	-	-	-	5,763,493	(30,000)	5,733,493
15	Lucerne Valley Unified	-	-	-	163,303	(30,000)	133,303
16	Needles Unified	-	-	-	-	-	-
17	Oro Grande Elementary	-	-	-	46,767	(30,000)	16,767
18	Silver Valley Unified	-	-	-	138,013	(30,000)	108,013
19	Snowline Joint Unified	-	-	-	1,835,379	(30,000)	1,805,379
20	Trona Joint Unified	-	-	-	265,359	(30,000)	235,359
21	Victor Elementary	-	-	-	1,620,438	(30,000)	1,590,438
22	Victor Valley Union High	15,966	(4,351)	11,614	3,560,179	(30,000)	3,530,179
23	Total	433,776	(74,690)	359,086	26,745,990	(419,674)	26,326,316

Desert Mountain SELPA
Schedule F - X-Pot Contribution

X-Pot Rate 266.00

	Local Education Agency	Pupil Count	X-Pot Contribution
2	County Operated Programs	1,581	420,546
3	Academy for Academic Excellence	153	40,698
4	Norton Science and Language Academy	207	55,062
5	Adelanto Elementary	1,112	295,792
6	Apple Valley Unified	2,001	532,266
7	Baker Valley Unified	17	4,522
8	Barstow Unified	998	265,468
9	Bear Valley Unified	307	81,662
10	Excelsior Charter School	396	105,336
11	Excelsior Charter School Corona-Norco	19	5,054
12	Health Sciences High and Middle College	96	25,536
13	Helendale Elementary	135	35,910
14	Hesperia Unified	3,239	861,574
15	Lucerne Valley Unified	185	49,210
16	Needles Unified	163	43,358
17	Oro Grande Elementary	885	235,410
18	Silver Valley Unified	432	114,912
19	Snowline Joint Unified	1,290	343,140
20	Trona Joint Unified	57	15,162
21	Victor Elementary	1,588	422,408
22	Victor Valley Union High	1,643	437,038
29	Total	16,504	4,390,064
30	Total District Transfers (0292 - 8677)	14,052	3,737,832
31	Total LEA Charter (0292 - 5748)	871	231,686
32	DM Operations (2900) (0292 - 5748)	1,331	354,046
33	DM Operations (0295 - Infant) (0292 - 5748)	25	6,650
34	DM Operations (0495 - Preschool) (0292 - 5748)	225	59,850
35	Total	16,504	4,390,064

Principal Apportionment Summary

2024–25 Second Principal (P-2) Apportionment

LEGEND: AB 602 = Assembly Bill 602; ADA = Average Daily Attendance; Co. = County; COE = County Office of Education; LCFF = Local Control Funding Formula; PY = Prior Year; EPA = Education Protection Account; D = Direct (county) funded charter; L = Local (authorizer) funded; * = Closed or not operating charters in 2024–25 fiscal year

Payment Type: 1 = Paid pursuant to Education Code *(EC)* section 14041(a)(2); 2 = Paid pursuant to *EC* section 14041(a)(6); 3 = Paid pursuant to *EC* section 14041(a)(7)

County Code	District Code	School Code	Charter Number	Charter Fund Type	Local Educational Agency	District Type	County Office of Education LCFF State Aid (0000-8011) A-1	School District LCFF State Aid (0000-8011) A-2	Charter School LCFF State Aid (0000-8011) A-3	School District Basic Aid "Choice" (0000-8011) A-4	School District Basic Aid Court-Ordered Voluntary Pupil Transfer (0000-8011) A-5	School District Basic Aid Open Enrollment (0000-8011) A-6	School District Basic Aid Supplement Charter School Adjustment (0000-8011) A-7	Adults in Correctional Facilities (6015-8311) A-8	Special Education AB 602 (6500-8311) A-9	Special Education Infants 0-2 (6510-8311) A-10	Special Education Mental Health Services (6546-8590) A-11
36	10363	0115808	0903	D	Norton Science and Language Academy	CO OFFICE	-	-	13,065,606	-	-	-	-	-	-	-	96,477
36	10363	3630761	1910	D	Excelsior Charter	CO OFFICE	-	-	32,510,920	-	-	-	-	-	-	-	190,856
36	75077	3631207	0127	D	Academy for Academic Excellence	UNIFIED	-	-	10,008,283	-	-	-	-	-	-	-	117,569

Special Education Early Intervention Preschool Grant (6547-8590) A-12	Expanded Learning Opportunities Program (2600-8590) A-13	Transfer of Funds for County Served District Funded ADA (0000-7142 for districts and 0000-8710 for COEs) A-14	Other State Aid (Ch.44/2021, Ch.48/2023, and 38/2024) (7810-8590) A-15	Home-to-School Transportation Reimbursement (0000-8590) A-16	Proposition 28: Arts and Music in Schools (6770-8590) A-17	LCFF Equity Multiplier (7399-8590) A-18	Student Support and Enrichment Block Grant (6018-8590) A-19	New or Expanding Charter Advance Payments (0000-8011) A-20	School District Advance Payments of In-lieu of Property Tax Transfers for New or Expanding Charter Schools (0000-8011) A-21	Amount Charter Overpaid A-22	PY Amount Charter Overpaid A-23	Adjustments and PY Recomputations A-24	Total Principal Apportionment (Sum of A-1 through A-24) B-1	EPA Entitlement (1400-8012) C-1	Total of LCFF State Aid and EPA Entitlement (A-1 + A-2 + A-3 + C-1) D-1	Payment Type	Notes
-	1,579,848	-	-	-	196,652	-	-	-	-	236,612	-	(4,302)	15,170,893	3,988,376	17,053,982	1	-
-	-	-	-	-	329,654	-	-	-	-	-	-	(520)	33,030,910	458,158	32,969,078	1	-
-	607,725	-	-	-	204,062	-	-	-	-	979,447	-	(36,745)	11,880,341	5,208,936	15,217,219	1	-

2024 Mental Health Average Daily Attendance Grant

Resource Code 3327

California Department of Education
Special Education Division
December 20, 2024

Fiscal Year	Program Cost Account	Service Location Number	Suffix	County Code	School Code	County
24	15197	C1993	1A	33	0137869	Riverside
24	15197	C0127	1A	36	3631207	San Bernardino
24	15197	67587	1A	36	0000000	San Bernardino
24	15197	75077	1A	36	0000000	San Bernardino
24	15197	73858	1A	36	0000000	San Bernardino
24	15197	67611	1A	36	0000000	San Bernardino
24	15197	67637	1A	36	0000000	San Bernardino
24	15197	C1910	1A	36	3630761	San Bernardino
24	15197	67736	1A	36	0000000	San Bernardino
24	15197	75044	1A	36	0000000	San Bernardino
24	15197	75051	1A	36	0000000	San Bernardino
24	15197	67801	1A	36	0000000	San Bernardino
24	15197	C0903	1A	36	0115808	San Bernardino
24	15197	67827	1A	36	0000000	San Bernardino
24	15197	10363	1A	36	0000000	San Bernardino
24	15197	73890	1A	36	0000000	San Bernardino
24	15197	73957	1A	36	0000000	San Bernardino
24	15197	67892	1A	36	0000000	San Bernardino
24	15197	67918	1A	36	0000000	San Bernardino
24	15197	67934	1A	36	0000000	San Bernardino

Local Educational Agency	Total
Excelsior Charter School Corona-Norco	$1,731
Academy for Academic Excellence	$17,828
Adelanto Elementary	$87,481
Apple Valley Unified	$157,835
Baker Valley Unified	$1,526
Barstow Unified	$72,363
Bear Valley Unified	$24,660
Excelsior Charter	$26,563
Helendale Elementary	$13,268
Hesperia Unified	$269,380
Lucerne Valley Unified	$12,669
Needles Unified	$10,680
Norton Science and Language Academy	$13,979
Oro Grande Elementary	$72,714
San Bernardino County Office of Education	$25,769
Silver Valley Unified	$24,079
Snowline Joint Unified	$92,455
Trona Joint Unified	$2,672
Victor Elementary	$144,207
Victor Valley Union High	$134,342