Material Revision Introduction:

Pivot Charter School is submitting this material revision request to its charter petition to seek approval to expand its Riverside site by adding a second, smaller facility. The proposed facility is approximately 2,000 square feet and located within the same commercial plaza as Pivot's existing Riverside facility. This additional space will allow us to provide additional opportunities for students to participate in our supplemental site-based program.

There will be no programmatic changes as a result of this expansion. We have experienced increased student interest in our supplemental site-based program, with more students wanting to participate than our current space can accommodate. We view this as a great opportunity to further improve student engagement, strengthen school connections, and support student attendance by providing additional space for students to access hands-on, in-person learning experiences.

If approved, Pivot plans to relocate its elementary program to the new facility. The additional space will also provide room for offices for several schoolwide positions, allowing us to better organize and support our operations across the Riverside site.

Importantly, this expansion does not assume or require an increase in the school's overall enrollment. This facility expansion was approved by the Pivot Charter School Board of Directors this summer. The budget accompanying this material revision reflects the actual negotiated lease terms, including the anticipated costs associated with tenant improvements and other capital expenditures for the facility. The financial projections include approximately $350,000 in tenant improvement costs, with the updated budget reflecting the anticipated depreciated costs of those improvements over time.

We appreciate RCOE's consideration of this request and the opportunity to continue improving the educational experience and services we provide to our students. Pivot Charter School values its longstanding relationship with the Riverside County Office of Education, and we are grateful for your continued partnership and support. We look forward to working with you throughout the material revision review process.

Sincerely,

Jayna Gaskell
Executive Director
Pivot Charter Schools

SHOPPING CENTER LEASE

BETWEEN

PARKRIDGE MAIN, LLC,

AS LANDLORD

AND

ROADS EDUCATION ORGANIZATION,

AS TENANT

FOR

NORTH MAIN PLAZA

SHOPPING CENTER

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SHOPPING CENTER LEASE

This Shopping Center Lease ("Lease") is entered into as of _____ between Parkridge Main LLC, a California limited liability company ("Landlord") and Roads Education Organization, a California nonprofit corporation ("Tenant").

ARTICLE 1 - FUNDAMENTAL LEASE PROVISIONS

Shopping Center:	The real property and improvements located at or near the corners of Main Street and Parkridge Avenue in Corona, California as generally depicted on **Exhibit "A"** hereto and commonly known as North Main Plaza ("Shopping Center").
Landlord's Notice Address:	8300 North Hayden Road, Suite A 200 Scottsdale, AZ 85258
Address for Rent Payments:	8300 North Hayden Road, Suite A 200 Scottsdale, AZ 85258
Tenant's Notice Address:	718 North Main Street, Suite 104 Corona, CA 92880
Tenant's Trade Name:	Pivot Charter School Riverside. Tenant may change its trade name from time to time without Landlord's consent, provided that such trade name does not conflict with the trade name of any other tenant operating in the Shopping Center.
Premises:	That certain space within the Shopping Center leased to Tenant, pursuant to the terms and conditions of this Lease, as generally depicted on **Exhibit "A"** hereto known as 718 North Main Street, Suite 104, Corona, California 92880 ("Premises"). The actual address and or suite number may be subject to change due to appointment of governmental authorities and out of Landlord's control.
Floor Area of Premises:	Deemed to be 2,000 square feet of Floor Area.
Term:	Five (5) years after the Rent Commencement Date, provided, however, if the Rent Commencement Date is a date other than the first day of a calendar month, the Term shall be extended the number of days necessary to complete a calendar month.
Lease Contingency:	**The effectiveness of this Lease is expressly contingent upon Tenant obtaining a Conditional Use Permit ("CUP") from the appropriate governmental authority, allowing the Premises to be operated for the Permitted Use as described below. Tenant shall promptly apply for the CUP following the full execution of this Lease and thereafter use good faith and diligent efforts to obtain the CUP. If, despite Tenant's good faith efforts, Tenant is unable to attain the CUP within one hundred twenty (120) days following the full execution of this Lease, Landlord and Tenant each shall have the option of terminating this Lease without further performance, penalty, or cost upon twenty (20) days prior written notice to the other party.**
Option to Extend:	Two (2) Five (5) year Options to Extend. See Exhibit "E"

Base Rent:	First Year:	$6,000.00 per month
	Second Year:	$6,150.00 per month
	Third Year:	$6,303.75 per month
	Fourth Year:	$6,461.34 per month
	Fifth Year:	$6,622.87 per month
Operating Expenses:	Initially estimated to be $900.00 per month.	
Security Deposit:	$6,753.05 ("Security Deposit"). The Security Deposit is payable upon Tenant's execution of this Lease.	
Amount Due Upon Tenant's Execution of Lease:	$13,653.05, which consists of first month's Base Rent, Operating Expenses; rent tax and the Security Deposit.	
Brokers:	Landlord's broker: Arizona Partners Retail Investment Group, LLC Tenant's broker: None	
Only Permitted Use:	The Premises shall be used only for the operation of a charter school, educational resource center, tutoring center and/or related educational uses.	

FOR AND IN CONSIDERATION of the rent hereinafter reserved and upon the covenants and conditions hereof, Landlord does hereby lease to Tenant the Premises in the Shopping Center as specified in the Fundamental Lease Provisions. Exhibit "A" attached hereto and made a part hereof depicts the Shopping Center and the approximate location of the commercial space referred to herein as the "Premises." Landlord expressly reserving unto itself the sole and exclusive right to use and to determine the use of all roofs, exterior walls and all other surfaces and spaces not included within the Premises **subject to Tenant's rights to use the Common Areas as expressly provided in this Lease**. Tenant hereby further acknowledges and agrees that Exhibit "A" is tentative and shall not be deemed a warranty, representation or agreement on the part of Landlord that the Shopping Center will be or will continue to be exactly as indicated on said Exhibit, it being expressly understood by Tenant that shopping centers are at times expanded, renovated and/or reconfigured by the removal of existing or the addition of new or reconfigured buildings, improvements or structures including multi-level, decked or subsurface parking structures.

ARTICLE 2 - LEASE TERM/DELIVERY OF POSSESSION

2.1 Term. The term of this Lease ("Term") shall begin on Delivery of Possession and shall continue until the Rent Commencement Date and thereafter for the number of years set forth in Article 1 above unless sooner terminated as hereinafter provided. Unless otherwise specifically stated in this Lease, the "Term" of this Lease shall include the original Term and any extension, renewal or holdover thereof.

2.2 Delivery of Possession. Tenant agrees to accept possession of the Premises upon notice to Tenant that the Premises are available for occupancy ("Delivery of Possession"). In the event Tenant, or its contractor(s) have, at any time prior to or in lieu of such notice, entered or occupied the Premises for the purpose of performing Tenant's Work or any other construction work in the Premises, such entry or occupation shall be deemed the equivalent that Delivery of Possession has occurred as of the date of such entry or occupation**; provided, however, if Tenant's architect or contractor enters the Premises solely to gather information pertaining to the Premises this shall not constitute the performance of Tenant's Work**. Upon Delivery of Possession Tenant will execute a certificate substantially in the form shown on **Exhibit "D"** confirming the Delivery of Possession date. Failure to execute such certificate shall constitute acceptance and acknowledgment by Tenant that the date of Delivery of Possession set forth in such certificate is true and correct, without exception.

2.3 Charter Termination Right. Notwithstanding anything to the contrary contained in this Lease, Tenant may terminate this Lease upon ninety (90) days' prior written notice to Landlord if Tenant's charter is involuntarily revoked, denied renewal, terminated, surrendered or otherwise ceases to be effective for reasons beyond Tenant's reasonable control and not resulting from any act or omission of Tenant, or if any governmental authority with jurisdiction requires Tenant to cease operating the charter school at the Premises

for reasons beyond Tenant's reasonable control and not resulting from any act or omission of Tenant. Tenant's notice shall include reasonable documentation of the applicable governmental action or other event. As a condition to the effectiveness of such termination, Tenant shall pay to Landlord, on or before the effective date of termination, a termination fee equal to six (6) months of the then-current monthly Rent and Operating Expenses payable under this Lease. Upon the effective date of termination and Tenant's payment of the termination fee, Tenant shall surrender the Premises in accordance with this Lease and shall have no further liability for Rent, Operating Expenses, damages, accelerated rent, recapture charges or other amounts attributable to periods after the effective date of termination. Tenant shall remain responsible for all obligations accrued through the effective date of termination and all obligations that expressly survive termination.

ARTICLE 3 – RENT

3.1 Commencement of Rent. The "Rent Commencement Date" as used in this Lease shall mean ~~the earlier of (i)~~ the expiration of **one hundred twenty (120)** days following Delivery of Possession, ~~or (ii) the date Tenant commences to do business on the Premises~~.

3.2 Base Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord during the Term Base Rent ("Rent") in the amount set forth in Article 1. Rent shall be payable in monthly installments on or before the first day of each calendar month of the Term at the address specified in Article 1, or at such other place designated by Landlord in writing at least ten (10) days prior to the next ensuing payment date, without recoupment, setoff, deduction or demand of any kind. If the Rent Commencement Date should occur on a day other than the first day of a calendar month, then the Rent for such fractional month shall be prorated on a daily basis upon a thirty (30) day calendar month. All other payments required to be made under the terms of this Lease which require proration shall be prorated on the same basis. Notwithstanding anything to the contrary contained in this Lease, Tenant's first month's Rent, Operating Expenses, as defined in Section 5.3 and rent tax shall be paid by Tenant to Landlord upon execution of this Lease, and such amount shall be applied as a credit against such first month's installment of Rent, Operating Expenses; and rent tax, as and when due.

3.3 Additional Rent. In addition to Rent, Tenant shall pay as Additional Rent all sums of money required to be paid by Tenant under the terms of this Lease whether or not the same are designated as "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent within the next installment of Rent falling due, but they shall not be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable or limit any remedy available to Landlord on account of late payments by Tenant.

3.4 Late Payment. Tenant hereby acknowledges that late payment by Tenant of Rent, Additional Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Accordingly any installment of Rent, Additional Rent or any other sum due hereunder not received by Landlord within ~~five (5)~~ **ten (10)** days of when said amount is due, then for each month such amount is due and unpaid Tenant shall pay to Landlord a late charge equal to ~~ten percent (10%)~~ **five percent (5%)** of such overdue amounts. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of the delinquent payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that any check delivered by Tenant to Landlord is dishonored by reason of insufficient funds or for any other reason, then (i) Tenant shall pay to Landlord an additional charge of seventy-five dollars ($75.00), as well as all bank fees which Tenant acknowledges to be a reasonable estimate of damages Landlord will suffer as a result of receiving a dishonored check; and (ii) all future amounts payable by Tenant to Landlord shall, at Landlord's option, be by cashier's check or other immediately available funds. In the event Landlord has given Tenant notice of default in the payment of Rent, Additional Rent or other sums due and owing under the Lease, and such notice designates therein a new place and/or manner of making such payments, then, effective immediately upon the giving of such notice of default, all subsequent payments shall be made in the manner and at such place as Landlord shall designate in said notice. In the event such payments made in any manner or at any place other than what is designated in such notice then such payments, (i) shall not be deemed to have been legally tendered to or accepted by Landlord; (ii) shall not constitute nor in any way be construed as an accord and satisfaction or as a waiver by Landlord of any of its rights or remedies hereunder or at law or in equity

arising as a result of such default; and (iii) shall not be used to defeat or otherwise affect in any way any of Landlord's remedies to recover possession of the Premises including, but not limited to, any forcible entry and/or detainer action theretofore or thereafter commenced by Landlord relative to such default.

ARTICLE 4 – TAXES

4.1 Definition of Real Estate Taxes. As used herein, the term "Taxes" shall include all real estate taxes, special and general assessments, re-assessment, and other governmental charges, general and special, ordinary and extraordinary of any kind and nature, whatsoever, including but not limited to, assessments for public improvements or benefits which shall during the Lease Term hereof be laid, assessed, levied, imposed upon or become due and payable in connection with the use, occupancy or possession of the Shopping Center and/or which appear as a charge on a tax bill given to Landlord by any official taxing authority, provided however, "Taxes" shall not include any inheritance, estate, succession, transfer, gift, franchise or corporation tax, or any net income tax, profit tax or capital tax imposed on Landlord. Taxes shall also include all costs, expenses and fees (including, without limitation, attorneys' fees) reasonably incurred by Landlord in protesting and/or negotiating any or all of the foregoing. Landlord shall pay all Taxes prior to delinquency. If the Premises are located in a jurisdiction wherein Taxes are billed or payable in arrears after they have been accrued, then the Taxes that are payable during the calendar year in which the Term is in effect shall be included in the definition of Taxes shared in or payable by Tenant according to the provisions of this Article, even though the payment thereof relates to a fiscal tax period in whole or in part occurring prior to the commencement of or after the end of the Term. In the event Landlord contests or negotiates with any governmental authority the amount or validity of any Taxes and a refund or a reduction therein is obtained, Tenant shall receive the pro rata benefit of such refund or reduction, less the costs and attorneys' fees incurred in obtaining such refund or reduction; and the amount of Taxes and assessments paid by Tenant for the year to which said refund or reduction applies shall be adjusted to reflect said refund or reduction, less said costs and attorneys' fees. The right to protest any such valuation, tax and/or assessment shall remain exclusively with Landlord**. Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include ad valorem real property taxes attributable to the Premises to the extent such taxes are actually exempted pursuant to the public school exemption under applicable California law. Tenant shall use the Premises exclusively for qualifying public school purposes and shall timely provide all information and execute all documents reasonably required to obtain and maintain such exemption. Landlord shall reasonably cooperate with Tenant in obtaining and maintaining the exemption, provided that Tenant shall be responsible for any costs incurred by Landlord in connection therewith. Any reduction or refund of real property taxes actually attributable to the Premises as a result of such exemption shall be credited or refunded to Tenant to the extent not previously reflected in Tenant's Operating Expense payments or reconciliations. Tenant shall remain responsible for its Pro Rata Share of all real property taxes assessed against the Shopping Center that are not exempted, including taxes attributable to the common areas and other portions of the Shopping Center, in accordance with the terms of this Lease.**

4.2 Rent Taxes. Any excise, transaction, sales or privilege tax (except income tax and/or estate taxes) now or hereafter levied or imposed upon Landlord on account of, attributed to or measured by Rent, Additional Rent or sums due and payable by Tenant under this Lease shall be paid by Tenant to Landlord along with said Rent and Additional Rent or other sums due otherwise payable by Tenant.

ARTICLE 5 - COMMON AREAS/OPERATING EXPENSES

5.1 Common Areas Defined. The "Common Areas" shall consist of all areas and facilities in the Shopping Center which shall not be within the exterior walls of the premises of a tenant or occupant and which shall from time to time be available for the joint benefit of all tenants and occupants of the Shopping Center and their employees, customers, licensees and invitees, including without limitation all parking areas, retaining walls, fences, landscaped areas, curbs, driveways, sidewalks, private roads, walkways, and washrooms, if any. Tenant and its employees, customers, licensees and invitees are, except as otherwise specifically provided in this Lease, privileged to use the parking and other Common Areas in common with other persons during the Term while such employees, customers, licensees and invitees are shopping or otherwise conducting permitted business in the Shopping Center.

5.2 **Control of Common Areas.** Landlord shall have the sole and exclusive control of the Common Areas, as well as the right to make changes to the Common Areas. Landlord's rights include, but are not limited to, the right to (a) restrain the use of the Common Areas by unauthorized persons; (b) utilize from time to time any portion of the Common Areas for promotional, entertainment and related matters; (c) place permanent or temporary kiosks, displays, carts and stands in the Common Areas and to lease the same to tenants, (d) temporarily close any portion of the Common Area for repairs, improvements or alterations or to prevent dedication to the public; and (e) change the shape, size location, number and extent of the improvement to any portion of the Shopping Center, including without limitation, buildings, parking areas, roadways, curbs, cuts and construct buildings on the Common Areas. Landlord may determine the nature, size and extent of the Common Areas as well as make changes to the Common Areas from time to time which, in its sole opinion are deemed desirable for the Shopping Center. **Notwithstanding anything to the contrary contained herein, Landlord shall not (i) exercise its rights with respect to the Common Areas in a manner that materially and adversely impairs reasonable pedestrian or vehicular access to and from the Premises; provided, however, that temporary interruptions or modifications to access resulting from maintenance, repairs, alterations, construction, emergencies, governmental requirements or matters beyond Landlord's reasonable control shall not constitute a violation of the foregoing, so long as reasonable access to the Premises remains available or (ii) reduce the parking ratio for the Shopping Center below the lesser of (a) parking ratio existing as of the date of this Lease or (b) the minimum parking ratio required by applicable law.**

5.3 **Definition of Operating Expenses.** As used herein the term "Operating Expenses" shall mean the aggregate of all costs and expenses payable by Landlord in connection with owning, operating, managing, policing, insuring, repairing, replacing and maintaining the Common Areas and the buildings and other improvements within the Shopping Center which include, but are not limited to: (a) Taxes**, as defined in Section 4.1,** and personal property taxes; (b) insurance related costs and expenses, including without limitation, costs and expenses of insuring buildings and improvements (excluding Tenant's leasehold improvements), public liability and property damage insurance, All Risk Property Insurance, General and Umbrella liability and such other insurance and/or insurance programs as Landlord or its lender in their sole discretion deem reasonable; (c) the collection and removal of trash and other refuse; (d) the repair, painting, and cleaning of the exterior walls and fences in the Shopping Center, which shall include but not be limited to power washing, and graffiti removal, provided, however, exterior walls shall not include storefront, glass, window frames or cases, doors or door frames; (e) pest control; (f) the repair, replacement, resurfacing, restriping, cleaning, sweeping and snow and ice removal of the parking areas and curbs; (g) the repair, replacement, cleaning and substitution of the sidewalks, walkways and trash enclosures; (h) signs and other identification signs (but not signs for individual tenants or occupants of the Shopping Center) for the Shopping Center; (i) landscaping, gardening and planting; (j) the repair and replacement of roofs, foundations, and fences; (k) the maintenance and repair of the Common Area plumbing, and backflow, storm drainage systems, fire protection and other utility systems; (l) Common Area utilities including without limitation electricity and water; (m) lighting including without limitation the maintenance, repair, replacement or addition of fixtures, poles and bulbs; (n) promotional events and seasonal decoration; (o) administrative costs including without limitation copies, postage, sales licenses and permits in connection with the Shopping Center; (p) salaries and other costs of on-site personnel necessary to implement the management and operation of the Shopping Center, including without limitation the cost of security guards and day porter personnel; (q) depreciation on maintenance and operating machinery and equipment or rental paid for such machinery and equipment; (r) compliance with all environmental, remedial and other laws, ordinances, rules, regulations, requirements, directions, guidelines and orders in the Common Areas; (s) an amount equal to five percent (5%) of all rent and Operating Expenses billed by Landlord for each calendar year as a management fee to Landlord; (t) the regular servicing and/or maintenance of any HVAC systems, if applicable; (u) janitorial services, janitorial supplies and restrooms, if applicable; (v) association dues, if applicable; and (w) all other such tangible items ~~from time to time~~ **reasonably and customarily** associated with the management, operation, and maintenance of the Common Areas and Shopping Center **of a nature consistent with the foregoing categories**. **Notwithstanding anything to the contrary contained in this Article 5, Operating Expenses shall not include capital expenses, except to the extent the same are amortized and/or depreciated in accordance with generally accepted accounting principles.**

5.4 **Tenant's Pro Rata Share.** The term "Pro Rata Share" means that portion of all Operating Expenses, multiplied by a fraction, the numerator of which is the number of square feet of Floor Area in the Premises and the denominator of which is the number of square feet of Floor Area of the building(s) in the Shopping Center. Notwithstanding the foregoing, if any owner or tenant of a portion of the Shopping Center separately maintains its

own Common Area or any portion or costs thereof, Operating Expenses shall not include costs relating to the Common Area so maintained by such owner or tenant and the Floor Area on such owner's or tenant's parcel shall not be included in the denominator for purposes of calculation of Tenant's share of Operating Expenses. Tenant's monthly charge for Operating Expenses set forth in Article 1 is an estimate only and is subject to the year-end reconciliation.

5.5 Floor Area. The term "Floor Area" shall mean all areas for the exclusive use and occupancy by a tenant measured from the exterior surface of exterior walls (and from the extensions thereof, in the case of openings) and from the center of interior demising partitions, and shall include, but shall not be limited to, restrooms, mezzanines, storage areas, clerical or office areas and employee areas. The foregoing provisions of this Section 5.5 to the contrary notwithstanding, for purposes of computing the total Floor Area within the Shopping Center there shall be excluded therefrom maintenance rooms in the Shopping Center other than within a tenant's premises which is used for maintenance purposes.

5.6 Reimbursement. Tenant shall pay to Landlord, as Additional Rent, commencing on the Rent Commencement Date on or before the first day of each calendar month, without recoupment, setoff, deduction or demand of any kind, an amount equal to one-twelfth ($1/12^{th}$) of Tenant's Pro Rata Share of the then estimated Operating Expenses for the forthcoming year, as may be adjusted periodically by Landlord during the calendar year on the basis of Landlord's reasonably anticipated costs.

5.7 Year End Reconciliation. After the end of each calendar year, Landlord shall furnish Tenant a statement ("Statement") showing the total Operating Expenses and Tenant's Pro Rata Share of such Operating Expenses for the calendar year just ended and the payments made by Tenant during such year. If Tenant's Pro Rata Share of such Operating Expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within thirty (30) days after receipt of such statement. If said payments exceed Tenant's Pro Rata Share of such Operating Expenses, Tenant shall be entitled to a credit against the next such payment(s) coming due under Section 5.6 (or to a refund if this Lease has expired) subject, however, to any offsets by Landlord for any and all past due amounts under this Lease. **Notwithstanding anything to the contrary contained in this Article 5, commencing with the second full calendar year of the Term, Tenant's Pro Rata Share of Operating Expenses (excluding Taxes, insurance, and utilities), shall not increase by more than five percent (5%) per calendar year, on a cumulative and compounding basis. Tenant shall pay the lesser of the capped amount or its actual Pro Rata Share of Operating Expenses for such calendar year.**

5.8 Audit Rights. If Tenant disputes the amount of Operating Expenses set forth in the Statement for the particular calendar year delivered by Landlord to Tenant pursuant to Section 5.7 above, Tenant shall have the right, at Tenant's cost, upon ten (10) days prior written notice to Landlord, to have the right to cause Landlord's books, records and supporting documentation concerning the Operating Expenses set forth in such Statement to be audited ("Audit") by an independent certified public accountant ("Accountant") (not to include a contingency fee auditor) of Tenant's choosing; provided, however, Tenant shall have no right to conduct an Audit or to otherwise dispute the amount of the Operating Expenses set forth in the Statement unless Tenant notifies Landlord of such objection or dispute and has the Accountant commence and complete such Audit within one hundred twenty (120) days immediately following Landlord's delivery of the particular Statement ("Review Period"). Landlord shall cause such books and records associated with the Statement made available for such Audit during such normal business hours as are prescribed by Landlord and at such location where Landlord regularly keeps its books and records. Tenant shall not be permitted to withhold payment of, and Tenant shall timely pay to Landlord, the full amounts as required by the provisions of this Article 5 in accordance with such Statement. Such audit shall be done in accordance with generally accepted accounting principles consistently applied. If, at the conclusion of the Audit, Tenant's Audit indicates that Tenant made an overpayment to Landlord and Landlord agrees with such Audit, Landlord shall credit such amount to Tenant's subsequent payments of Operating Expenses, or if the Lease has terminated, and no default exists under the Lease, remit the amount of such overpayment to Tenant within thirty (30) days after receipt of notice from Tenant of the amount of such overpayment. If, at the conclusion of the Audit, such audit reveals an underpayment by Tenant, Tenant will remit the amount of such underpayment within thirty (30) days of Tenant after the conclusion of such Audit. Should Landlord disagree with the results of the Audit, Landlord and Tenant shall refer the matter to a mutually acceptable independent certified public accountant, who shall work in good faith with Landlord and Tenant to resolve the discrepancy; if Landlord and Tenant cannot agree on such independent certified public accountant, such person shall be selected by the Riverside County office of the American Arbitration Association upon request by either party.

The fees and costs of such independent accountant to which such dispute is referred shall be borne by the unsuccessful party and shall be shared equally to the extent each party is unsuccessful as determined by such independent certified public accountant, whose decision shall be final and binding. The results of the Audit are to be kept strictly confidential and are not to be made available or published to anyone, unless required by any applicable legal requirement, governmental authority, attorneys, accountants, Landlord's lender, and/or tax advisor. In the event the Audit determines that the Statement overstated Operating Costs in excess of five percent (5%) of the actual amount thereof, Landlord shall reimburse Tenant for the reasonable costs of the Audit, within thirty (30) days after Landlord's receipt from Tenant of a copy of the invoice form the certified public accounting showing such costs incurred by Tenant. If Tenant has not notified Landlord within the Review Period that it disputes the amount of Operating Expenses set forth in the Statement or the Audit has not been commenced and completed within the Review Period, the Statement shall be conclusive and binding upon Tenant.

ARTICLE 6 - USE AND OPERATION

6.1 Use of Premises. Tenant shall use the Premises solely for the Only Permitted Use and Tenant shall not use nor permit the Premises to be used for any other purpose whatsoever. Tenant shall be solely responsible for investigating and determining the permissibility, propriety and legality of Tenant's proposed use(s) within the Premises and shall be responsible for obtaining any required special use permits to operate its business. Landlord and its representatives, agents, brokers or employees have made no representation or warranty as to the present or future suitability of the Premise for the conduct of Tenant's business. Tenant shall not (a) conduct any auction, distress, going-out-of-business, fire or bankruptcy sales; (b) allow any coin-operated gaming, arcade, or video game machines on the Premises; (c) use or operate the Premises so as to emit therefrom any objectionable odors, noises (including but not limited to loudspeakers) which can be heard outside of the Premises, flashing lights, search lights or other nuisances; (d) permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them; (e) allow the Premises to be used for any immoral or unlawful purpose or which might injure the reputation of the Shopping Center; (f) display or sell merchandise, allow carts, portable signs, or any other objects to be stored or to remain outside the Premises, on the roof or in the Common Areas, any such event, whether or not the same shall have been with the consent of Landlord shall be at Tenant's sole risk; (g) solicit or distribute materials in any manner in any of the parking areas, or other Common Areas of the Shopping Center; or (h) carry any stock or goods or do anything in or about the Premises which will increase the insurance premiums or invalidate any insurance policy carried on the Premises or other part of the Shopping Center. Tenant will comply with all requirements and recommendations of Landlord's and Tenant's insurance companies. **Landlord shall at all times have the right to designate the particular parking area to be used by any and all of Tenant's employees, staff and students ("Designated Parking Area") and any such designation may be changed from time to time. Tenant's employees, staff and student shall park their motor vehicles only in the Designated Parking Area. If Tenant's, employees, staff or students park outside the Designated Parking Area, Tenant shall pay a fine of Ten Dollars ($10.00) for each day any such vehicles are parking in areas other than the Designated Parking Area and, in addition to any other remedies available to Landlord, Landlord may tow any automobiles that area parked in those areas other than the Designated Parking Area.**

6.2 Operating Covenant. Tenant agrees to be open for business and to operate in all of the Premises continuously and uninterruptedly from and after the Rent Commencement Date throughout the remainder of the Term during the usual and regular hours and days as is customary for a business of the like character in the City in which the Shopping Center is located**, excluding closures for school breaks (e.g. summer breaks, Thanksgiving, Christmas, winter breaks, fall breaks, spring breaks and similar types of breaks)**.

6.3 New Locations. Intentionally Omitted. ~~Except for existing stores owned or operated by Tenant as of the date of this Lease, Tenant will not, directly or indirectly operate or own any similar type of business within a radius of two (2) miles from the location of the Shopping Center. In the event Tenant violates this covenant, Landlord shall at its option, in addition to all other rights and remedies it may have whether hereunder or at law or in equity, be entitled to terminate the Lease.~~

6.4 Rules and Regulations. Landlord shall have the right to establish, and from time to time change, alter and amend, and to enforce against Tenant and other users of the Shopping Center such reasonable rules and

regulations (including designating certain parking areas as customer and/or patron parking only, and excluding Tenant and/or Tenant's employees from parking in such restricted areas) as may be deemed necessary or advisable for the proper and efficient operation and maintenance of the Shopping Center. Landlord shall not be responsible to Tenant or to any other person for the nonperformance by any other tenant, occupant or invitee of the Shopping Center of any rules and regulations now or in the future promulgated by Landlord.

6.5 Hazardous Materials. Tenant covenants and agrees not to use, generate, release, manage, treat, manufacture, store, or dispose of, on, under or about, or transport to or from (any of the foregoing hereinafter a "Use") the Premises any Hazardous Materials unless (a) such Use is specifically disclosed to and approved by Landlord in writing, and (b) such Use is conducted in compliance with any and all Hazardous Material Laws. Tenant covenants and agrees to give Landlord immediate notice of any known Use or suspected Use of Hazardous Materials on, under or about the Premises (and to immediately deliver to Landlord copies of any and all notices from anyone of violations or alleged violations of Hazardous Materials on, under or about the Premises) and to pay all costs and expenses associated with enforcement, abatement, removal, remedial or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Hazardous Materials Laws, and all audits, tests, investigations, cleanup, reports, permits, licenses, approvals and other such items incurred in connection with any efforts to complete, satisfy or resolve any matters, issues or concerns, whether governmental or otherwise, arising out of or in any way related to the Use of Hazardous Materials in any amount by Tenant, its employees, agents, invitees, subtenants, licensees, assignees or contractors. For purposes of this Lease (1) the term "Hazardous Materials" shall include but not be limited to asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance in any form or combination of forms (i.e., solid, liquid, gaseous and/or otherwise) regulated or defined as hazardous or as a pollutant or contaminant in, or the Use of or exposure to which is prohibited, limited, governed or regulated by, any Hazardous Materials Laws; the term "Hazardous Materials Laws" shall mean any federal, state, county, municipal, local or other statute, law, ordinance or regulation now or hereafter enacted which may relate to or deal with the protection of human health or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq; the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601, et seq; the equivalent laws of the State in which the Premises is located, and any rules, regulations or guidelines adopted or promulgated pursuant to any of the foregoing as they may be amended or replaced from time to time.

6.6 Compliance with Laws. Tenant shall not use the Premises in anyway (or permit or suffer anything to be done in or about the Premises) which will conflict with any laws, statutes, ordinances or governmental rule or regulation or any covenant, condition or restriction affecting the Shopping Center, now in force or which may hereafter be enacted or promulgated, including but not limited to, the provisions of any City or County zoning codes regulating the use of the Premises. Tenant shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, and governmental rules and regulations, now in force or which may hereafter be in force, (b) any declarations of covenants running with the land, reciprocal easements or similar documents, if any which have been recorded and encumber the Shopping Center, (c) all requirements and other covenants, conditions and restrictions, now in force or which may hereafter be in force, which affect the Premises, and (d) all requirements, now in force or which may hereafter be in force of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Tenant shall be solely responsible for any fines, duties or liens whatsoever imposed upon Landlord or the Shopping Center for any violation by Tenant under this Section 6.6. **Notwithstanding the foregoing, Landlord shall be responsible for compliance with applicable laws relating to those structural portions of the Premises that Landlord is expressly obligated to maintain and repair pursuant to this Lease, except to the extent such compliance is required as a result of Tenant's particular use or occupancy of the Premises, Tenant's Work, or the acts or omissions of Tenant or anyone claiming under Tenant.**

6.7 Statement of Gross Sales. – INTENTIONALLY OMITTED.

ARTICLE 7 - UTILITIES SERVICES

Throughout the Term, Tenant shall be solely responsible for obtaining and shall promptly pay all charges for the use and consumption of all water, gas, electricity, telephone service, telecommunication services and other similar utilities used by Tenant at the Premises. Upon Delivery of Possession Tenant shall make all appropriate applications to the local utility companies and pay all required deposits for meters and services for all utilities. If there is no separate meter and/or submeter to the Premises, at its sole cost and expense, Tenant may install the same after obtaining all required third party approvals therefor and after obtaining Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. In addition, at Landlord's reasonable direction, Tenant shall, at Tenant's sole cost and expense, install separate meters and/or submeters to the Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, unless the same shall have been caused by Landlord's negligence and Landlord shall have been unable to cure such failure or interruption within 48 hours following notice from Tenant, in which event Tenant as its exclusive remedy for such failure or interruption shall be entitled to an abatement of Base Rent for the number of days Tenant is prohibited from operating or conducting its business and is closed to the public. In no event shall any such failure or interruption entitle Tenant to terminate this Lease or, except to the extent of any abatement permitted pursuant to this Article 7, withhold any rent or any other sums due pursuant to the terms of this Lease.

ARTICLE 8 - INDEMNITY - INSURANCE - RELEASE - WAIVER OF SUBROGATION

8.1 Indemnification, Release and Waiver.

(a) Indemnity by Tenant. Tenant covenants and agrees with Landlord that Landlord shall not be liable for any damage or liability arising from a breach of any duty of any kind or for any injury to or death of persons or loss or damage to Tenant's business or damage to any property of Tenant or any other person arising out of or in any way related to the use, occupancy and enjoyment of the Premises or the Common Areas by Tenant or any person thereon or holding under said Tenant except to the extent the same shall be caused by or resulted from any act, omission or negligence of Landlord. In addition, Landlord shall not be liable to Tenant for any injury, damage, or loss arising out of or in any way related to any act, omission, or negligence of lessees or occupants of the Shopping Center or of other owners of adjacent or contiguous property, all claims against Landlord for any such injury, damage, or loss being hereby expressly waived by Tenant. Tenant further covenants and agrees to protect, defend, indemnify, save and keep harmless Landlord against and from all liability, claims, loss, injury, liens, cost, damage or expense arising out of or in any way related to: (1) any accident or other occurrence in, on or at the Premises; (2) **intentionally omitted** ~~the utilities located in, under or above the Premises causing injury to any person or property whomsoever or whatsoever~~; (3) the occupancy or use of the Premises or any acts, omissions or negligence of Tenant, its employees, agents, invitees, subtenants, licensees, assignees or contractors; (4) any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by any acts, omissions or negligence of Tenant or those holding under Tenant; and (5) any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease, including without limitation, Section 6.5. Tenant's obligation to indemnify Landlord, as herein provided, shall apply notwithstanding a breach of any duty of any kind by Landlord except to the extent that such breach shall have been caused by or resulted from any act, omission or negligence of Landlord, and shall survive the expiration or earlier termination of this Lease for acts or omissions occurring prior to such expiration or earlier termination, and shall additionally include the retention of legal counsel and related reasonable attorneys' fees and investigation costs (as well as all other reasonable and related costs, expenses and liabilities) from the first notice that any claim or demand is to be made or may be made. For purposes of subsections (a) only, the term "Landlord" shall be deemed to include Landlord, the partners of Landlord, the fee owner of the Shopping Center if other than Landlord, Landlord's managing agent for the Shopping Center, their respective parents, subsidiaries and affiliates, and the respective members, partners, directors, officers, agents, servants, employees and contractors of each of the foregoing. Tenant agrees that it shall provide insurance in compliance with the provisions of Section 8.2, at all times. Tenant, however, acknowledges that its liability pursuant to this subsection (a) is not limited to the amount of any insurance set forth and provided for in Section 8.2.

(b) Indemnity by Landlord. Landlord covenants and agrees with Tenant that Tenant shall not be liable for any damage or liability arising from a breach of any duty of any kind or for any injury to or death of persons or loss or damage to any property of Landlord or any other person arising out of or in any way related to the use, occupancy and enjoyment of the Common Areas except to the extent the same shall be caused by the negligence or intentional misconduct of Tenant. Landlord further covenants and agrees to protect, defend, indemnify, save and keep harmless Tenant against and from all liability, claims, loss, injury, liens, cost, damage or expense arising out of or in any way related to: (1) any accident or other occurrence in, on or at the Common Areas not caused by the negligence or willful misconduct of Tenant; (2) the occupancy or use of the Common Areas or any act or omission of Landlord; (3) any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by the negligence of Landlord; and (4) any failure of Landlord not cured within any applicable notice and cure period in any respect to comply with and perform all the requirements and provisions of this Lease and a breach of any warranty or representation contained in this Lease. Landlord's obligation to indemnify Tenant, as herein provided, shall apply notwithstanding a breach of any duty of any kind by Tenant except to the extent that such breach shall have contributed to the matter for which indemnification is sought and shall survive the expiration or earlier termination of this Lease for acts or omissions occurring prior to such expiration or earlier termination, and shall additionally include the retention of legal counsel and related attorneys' fees and investigation costs (as well as all other reasonable and related costs, expenses and liabilities) from the first notice that any claim or demand is to be made or may be made. For purposes of subsection (a) and (b) only, the term "Tenant" shall be deemed to include Tenant, agents, servants, and employees of each of the foregoing. Landlord, however, acknowledges that its liability pursuant to this subsection (b) is not limited to the amount of any insurance set forth and provided for in Section 8.5.

(c) Mutual Release of Claims and Mutual Waiver of Subrogation Rights. In furtherance of the provisions of subsection (a) of this Article, each party hereto ("Releasing Party") hereby releases the other ("Released Party") from any and all liability, and, on behalf of its insurer, hereby waives any right of subrogation therefor, which the Released Party would, but for this paragraph, have had to the Releasing Party arising out of or in connection with any loss or damage to property, including, but not limited to, any loss or damage to business and business interruption (i) which is or would be covered by a "Special Form Causes of Loss (All Risk)" property policy (as defined in Section 8.2[c] hereinafter) or by a flood or earthquake policy in the State in which the Premises is located regardless of whether or not such coverage is being carried (or is in any manner self-insured and/or included within a deductible provision of any coverage) by the Releasing Party, and (ii) to the extent of recovery under any other casualty or property damage insurance being carried by the Releasing Party at the time of such damage to property, which damage to property may have resulted in whole or in part from any act or neglect of the Released Party, its officers, agents or employees. To the extent necessary, each party hereto covenants and agrees to obtain from their respective insurance carriers as to such policies of insurance a waiver of such carrier's rights of recovery under subrogation or otherwise against such other party.

8.2 Tenant's Insurance Obligation. Tenant shall carry and maintain during the Term, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided: (a) commercial general liability insurance for personal injury, bodily injury (including wrongful death) and damage to property with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) general aggregate insuring against any and all liability of the insured with respect to the Premises and the sidewalks in front of the Premises, if Tenant places any merchandise, trade fixtures, or personal property on said sidewalks, whether or not Landlord has consented to such placement, or arising out of the maintenance, use or occupancy thereof. Coverage can be in combination of a primary and excess liability policy. If the Only Permitted Use permits the sale or service of alcoholic beverages for either on or off premises consumption, then Tenant shall either obtain a liquor liability policy or liquor liability endorsement to said commercial general liability policy insuring such liability in an amount not less than Three Million Dollars ($3,000,000.00) combined single limit, per occurrence. All insurance shall specifically insure the performance by Tenant of the indemnity agreement contained in Section 8.1; (b) Tenant shall be responsible for the maintenance of the plate glass on the Premises, but shall have the option either to insure the risk or to self-insure the same; and (c) "Special Form Causes of Loss (All Risk)" property policy including coverage for sprinkler leakage, vandalism and malicious mischief

covering all of Tenant's leasehold improvements, alterations or additions to the Premises, the HVAC unit(s) exclusively serving the Premises, Tenant's trade fixtures, merchandise and personal property, from time to time, in, on or about the Premises, on a replacement cost basis (with an agreed value or no coinsurance clause or endorsement). All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 14, in which event such proceeds attributable to leasehold improvements the HVAC unit(s) and all other items of property becoming or to become the property of Landlord upon such termination shall be paid and disbursed directly to Landlord.

8.3 Policy Requirements. All policies of insurance provided for herein shall be issued by insurance companies with a rating of not less than A- and a financial size category of not less than VII as rated in the most current available A.M. Best's Key Rating Guide and qualified to do business in the State in which the Shopping Center is located. All such policies of Tenant shall be issued in the name of Tenant, with Landlord, Landlord's lender and Landlord's managing agent named as additional insureds, which policies shall be for the mutual and joint benefit and protection of Landlord, Landlord's lender and Landlord's managing agent. Certificates of Insurance shall be delivered to Landlord prior to Delivery of Possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of the term of each such policy. The above commercial general liability insurance policy and liquor liability policy (where applicable) shall contain a standard Insurance Services Office "Severability of Interests" clause allowing Landlord as an additional insured to recover under said policy for any loss occasioned to it, its servants, agents, employees or contractors, by reason of any negligence of Tenant. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All policies of insurance required hereunder of Tenant must contain a provision that the company writing said policy will give to Landlord at least thirty (30) days' notice in writing in advance of any cancellation or lapse or any reduction in the types or limits of insurance. All liability, property and other policies of Tenant required hereunder shall be written as primary policies, with no right to any contribution from, and not in excess of, any insurance coverage which Landlord may carry to protect its interests, and no such policy shall be subject to any deductible in excess of Five Thousand and No/100 Dollars ($5,000.00).

8.4 Blanket Coverage. Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, that Landlord, Landlord's lender and Landlord's managing agent shall each be named as an additional insured thereunder as their interest may appear, and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied.

8.5 Landlord's Insurance Obligations. Landlord shall maintain in effect a policy or policies of insurance covering the building of which the Premises are a part, in an amount of not less than one hundred percent (100%) of the replacement cost (exclusive of excavations, foundations and footings), providing protection against any peril generally included within the classification "Special Form Causes of Loss" Property Insurance and such further insurance as Landlord or its lender deems necessary or desirable. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such insurance.

ARTICLE 9 – SIGNS

Tenant shall, no later than the Rent Commencement Date at Tenant's sole cost and expense, install all signs required by the Sign Criteria attached as **Exhibit "C"**. Tenant may erect and maintain only such additional signs as consented to in writing by Landlord, which such consent shall not be unreasonably withheld, conditioned or delayed. All signs required by this Lease or permitted by Landlord shall comply with the Sign Criteria and shall comply with all governmental laws, regulations and ordinances. Notwithstanding anything to the contrary contained in this Article 9 or Exhibit "C", **except for Signs expressly permitted pursuant to this Lease and exhibit "C",** Tenant shall not display, affix or maintain upon the exterior walls of the Premises, any sign, lettering, advertising placard or advertisement, decoration, name, notice, insignia, trademark, descriptive material or any other such like item or items ("Signs"). Tenant shall upon request of Landlord immediately remove any exterior Sign (or interior Sign, if the same is visible from outside the Premises) which Tenant has placed or permitted to be placed in, upon, above or about the

Premises and which Landlord reasonably deems objectionable or offensive. Tenant shall be solely responsible for any and all permitting costs, fines, duties and liens whatsoever imposed upon Landlord by any governmental body or agency having jurisdiction thereover pertaining to any signs which Tenant has placed or permitted to be placed in, upon, above or about the Premises which is in violation of any ordinance, rule, law, directive, regulation, requirement, guideline or order of such body or agency.

ARTICLE 10 - MAINTENANCE AND SANITATION

10.1 Tenant's Obligations. Tenant shall maintain the Premises in a neat, clean and orderly and tenantable condition and in compliance with all health policy regulations and all other laws, ordinances, regulations and authorities. Tenant shall, at its sole cost and expenses make all repairs and replacements as necessary to preserve the Premises and every part thereof in this condition, including but not limited to all interior and exterior doors, windows and plate glass, all plumbing and sewage facilities within the Premises, including free flow up to the main sewer line, electrical systems (whether or not located in the Premises, but exclusively serving the Premises), sprinkler systems, walls, floors and ceilings, motors applicable to the Premises, all heating, ventilating and air conditioning equipment ("HVAC") exclusively serving the Premises, including without limitation a service contract for the monthly maintenance of the HVAC, all items of repair, maintenance, alterations and improvement or reconstruction as may be required by a governmental authority having jurisdiction whether or not presently in effect or contemplated. Tenant shall provide Landlord with a copy of the service contract for the HVAC within ten (10) days after Delivery of Possession and a copy of any subsequent contracts shall be furnished from time to time during the Term. Additionally, if any HVAC equipment is damaged by vandalism, fire, lighting or other casualty, Tenant shall repair (and if necessary replace) the equipment. Landlord agrees whenever possible to extend to Tenant the benefit of any enforceable manufacturer's warranties on such items. For purposes of this lease, all references to "HVAC" shall mean the heating, ventilation and air conditioning system designed to maintain comfortable air temperatures within the Premises for people, but excludes (a) all equipment required to prevent overheating of large computer systems or other specialized equipment and (b) all refrigerators and other equipment designed to maintain temperatures below that required for normal human comfort (e.g. refrigerators for preservation of food products) (collectively, "Excluded Equipment"); Tenant is solely responsible for maintenance, repair and replacement of Excluded Equipment. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to Landlord, then, in addition to any and all other rights and remedies Landlord may have whether hereunder or at law or in equity, Landlord reserves the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant; provided, however, no reservation of such right by Landlord shall be deemed to (a) impose any obligation on Landlord to make such repairs or perform such maintenance, or (b) render Landlord liable to Tenant or any third (3rd) party for the failure to do so, or (c) relieve Tenant from any obligation to indemnify Landlord as otherwise provided elsewhere in this Lease. In such event such work shall be paid for by Tenant promptly upon receipt of a bill therefor. Tenant shall not decorate or paint the exterior of the Premises, or any part thereof, nor shall Tenant install any equipment on the roof or make penetrations to or any repairs affecting the roof, or any portion thereof, without first obtaining Landlord's prior written approval therefor. **Notwithstanding anything to the contrary contained in this Article 10, provided Tenant has supplied Landlord with a copy of the service contract for the HVAC as required above and documentation showing the services under such contract have been performed, Landlord agrees to warrant the HVAC unit(s) (excluding HVAC unit(s) installed by Tenant and repairs or replacements caused by the misuse or negligence of Tenant, its employees, agents or contractors) for three hundred sixty-five (365) days following Delivery of Possession.**

10.2 Landlord's Obligation. Subject to Landlord's right to include the following costs in Operating Expenses, Landlord shall keep the Common Areas in good condition and repair, properly lighted and landscaped and, subject to weather permitting, maintain, clean and repair the foundations, roof and exterior of the perimeter demising walls and the load bearing structural columns and beams of the Premises, except that if those repairs or replacements arise from (i) repairs, installations, alterations, or improvements by or for Tenant or anyone claiming under Tenant, or (ii) the fault or misuse of Tenant or anyone claiming under Tenant. In the event repairs are required as set forth in (i) or (ii) above then Tenant shall make such repairs or replacements or, if Landlord elects, Landlord may perform the work for Tenant's account and Tenant shall reimburse Landlord for expenses incurred. In determining Landlord's repair obligations, the expression "roof" does not include HVAC units or other structures or apparatus on the roof serving the Premises, and "exterior of walls" does not include the storefront, any glass, windows, window sashes or

frames, doors, door frames or hardware, trim or closure devices, or any part of the interior side of perimeter walls, all of which shall be Tenant's duty to repair, maintain, and replace. Landlord shall not in any way be liable to Tenant for failure to make repairs as specifically required under the Lease unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of such notification.

ARTICLE 11 - ALTERATIONS, ADDITIONS AND MECHANIC LIENS

11.1 Consent Required. Tenant shall not make any alterations or additions to the Premises without the prior written consent of Landlord, which such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained in the provision of the immediately preceding sentence, Tenant may make interior non-structural alterations costing less than Five Thousand and No/100 Dollars ($5,000.00) without the prior written consent of Landlord. Any alterations or additions to the Premises shall be performed in accordance with the policies and procedures set forth in **Exhibit "B"** and Tenant agrees upon its part to carry such additional property insurance as may be necessary to fully insure on a primary, non-contributory basis all such alterations or additions, it being expressly understood and agreed that Landlord shall not be required under any provisions for reconstruction of the Premises to reinstall or reconstruct any such alterations or changes.

11.2 Mechanics Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligation incurred by or for Tenant or any person or entity claiming through or under Tenant. Landlord shall have the right at all times to post on the Premises notices permitted or required by law, or that Landlord shall deem proper, for the protection of Landlord, the Premises, the Shopping Center and any other party having interest therein, from mechanic's and materialmen's liens. Tenant agrees to and shall indemnify, defend, protect and save Landlord and any fee owner (if any) free and harmless against liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under it. If any claim of lien should be perfected against the Premises or the Shopping Center or any interest in either, Tenant shall, within fifteen (15) days thereafter, cause the property which is subject to the lien to be discharged therefrom either by paying the same or by filing or recording a surety bond in accordance with the provisions of the laws of the State in which the Premises is located. Landlord shall have, in additional to all other remedies provided herein, and by law, the right but not the obligation, to cause such lien to be released by such means as Landlord deems proper, including payment of the claim giving rise to such lien and Tenant shall pay the same to Landlord upon demand as Additional Rent.

ARTICLE 12 - FIXTURES AND PERSONAL PROPERTY

12.1 Ownership. Any movable trade fixtures, signs and other personal property of Tenant (which "movable" shall mean such items that are not bolted, nailed, screwed or wired into the wall, ceiling or floor) shall remain the property of Tenant. Provided Tenant is not in default under the terms of this Lease Tenant shall have the right at any time, and from time to time to remove any and all of its movable trade fixtures, signs and other personal property which Tenant may have stored or installed in the Premises ~~so long as Tenant immediately replaces such personal property with comparable or better quality of the property removed and, at its sole cost and expense, shall immediately repair any damage to the Premises by reason of the removal of any such personal property~~. If Tenant fails to remove any of its movable trade fixtures, furniture and other personal property upon expiration or the sooner termination of this Lease, Landlord may at Landlord's option retain all or any of such personal property, and title thereto shall thereupon vest in Landlord, or Landlord may remove from the Premises and dispose of, in any manner, all or any portion of such personal property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition and the repair of any and all damage to the Premises resulting from or caused by such removal.

12.2 Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied against the leasehold held by Tenant or against any signs, trade fixtures or other personal property, leasehold improvements, additions, alterations and fixtures placed by or for Tenant in, on or about the Premises. In the event any such items of property are assessed with property of Landlord, such assessment shall be divided between Landlord and Tenant to the end that Tenant shall pay only its equitable portion of such assessment

as determined by Landlord. No taxes, assessments, fees or charges referred to in this paragraph shall be considered as real property taxes under the provisions of Section 4.1 hereof.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 Restrictions. Tenant shall not directly or indirectly, voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof (a "Transfer"), without obtaining, in each such instance, Landlord's prior written consent which shall not be unreasonably withheld, conditioned and delayed. In determining whether to consent to a proposed Transfer, it shall not be unreasonable for Landlord to withhold its consent if, among other reasons, (i) the proposed transferee shall not be of sound financial net worth or shall not have sufficient liquid capital to properly operate its business at the sole discretion of Landlord; or (ii) if the terms of a sale of the business puts the proposed transferee in a worse cash flow position; (iii) shall violate the provisions of Tenant's Only Permitted Use or any laws or rights granted to any other tenants; or (iv) the business skills, experience or reputation of the proposed transferee are insufficient to insure Landlord of a successful business operation at the Premises; (v) Tenant is in default under any of the terms, covenants or conditions of this Lease or (vi) Landlord has engaged in negotiations with the proposed transferee for any space within the Shopping Center during the period of six (6) months prior to the date of the proposed Transfer. Consent by Landlord to one or more Transfers shall not operate as a waiver or discharge of any of the provisions of this Article 13 with respect to any subsequent Transfer. Landlord's acceptance of Rent, Additional Rent or other amount due hereunder from anyone other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to any Transfer of all or any part of the Premises. Any Transfer or attempted Transfer without Landlord's written consent shall be void and confer no rights upon any third person, and constitute an Event of Default under this Lease. In no event shall any form of Transfer hereunder (whether or not Landlord's consent is required, given or withheld for such transfer) relieve Tenant or any guarantor of any liability under this Lease during the Term.

13.2 Permitted Transfer. Tenant shall have the right without Landlord's consent, but upon written notice to Landlord (and without being subject to the provisions of Section 13.3 below), to assign this Lease or sublet the Premises or any part thereof to any parent, subsidiary or affiliate ("Permitted Transfer") of Tenant. For purposes of this Lease, an "affiliate" shall mean a corporation or other entity controlled by, controlling or under common control with Tenant. In the event of a Permitted Transfer Tenant shall remain fully liable hereunder for the unexpired Term.

13.3 Procedure. If Tenant desires to make a Transfer hereunder, Tenant shall request Landlord's consent by giving Landlord prior written notice of its desire to do so and shall submit in writing to Landlord (i) the name of the proposed subtenant or assignee; (ii) the nature of the proposed subtenant's or assignee's business to be carried on in the Premises; (iii) the business background and experience of the proposed subtenant or assignee; (iv) the terms and provisions of the proposed sublease or assignment; and (v) such reasonable financial information as Landlord may request concerning the proposed subtenant or assignee. Any request for Landlord's approval of a sublease or assignment shall be accompanied with a check in the amount of $1,250.00 for the cost of review and/or preparation of any documents relating to such proposed transfer, whether or not any such transfer shall be consummated. Landlord, within thirty (30) days after its receipt of the above-described documents and notice by Tenant of its intention to do so, shall (a) withhold consent to the Transfer per Section 13.1 or (b) consent to such Transfer.

13.4 Required Documents. Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, executed by Tenant and the transferee under which Tenant acknowledges that it is not relieved of liability by reason of such transfer and the transferee agrees in writing for the benefit of Landlord to assume, to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord.

ARTICLE 14 - DAMAGE OR DESTRUCTION

14.1 Insured Casualty. If the Premises or the building containing the same, or any portion thereof, is destroyed or damaged by any casualty that is covered by the insurance to be maintained by Landlord hereunder, then

Landlord shall promptly, after receipt of the insurance proceeds, rebuild and restore the Premises or the building, as the case may be, and repair the damaged portion thereof, provided that (i) the amount of insurance proceeds, less insurance deductible, available to Landlord equals or exceeds the cost of such rebuilding, restoration and repair, (ii) such rebuilding, restoration and repair can be completed within one hundred eighty (180) days; (iii) the damage or destruction has occurred more than twelve (12) months before the expiration of the Term, (iv) such rebuilding, restoration, or repair is then permitted, under applicable governmental laws, rules and regulations, and (v) Tenant is operating for business at the time the damage or destruction occurs**, except for closures expressly permitted pursuant to Section 6.2**. If the above conditions (i) through (v) collectively are not met then Landlord shall have the option, at its sole election, to terminate the Lease by written notice to Tenant within ninety (90) days after the date of such occurrence, and the Lease will terminate effective as of the date of such damage or destruction and any unearned Rent and Operating Expenses paid in advance shall be refunded to Tenant. To the extent that insurance proceeds must be paid to a mortgagee or beneficiary under, or must be applied to reduce any indebtedness secured by, a mortgage or deed of trust encumbering the Premises or building, such proceeds, for the purposes of this Article, shall be deemed not available to Landlord unless such mortgagee or beneficiary permits Landlord to use such proceeds for the rebuilding, restoration and repair of the Premises, or building of which the Premises are a part.

14.2 Uninsured Casualty. In the event that the Premises, or the building in which the Premises are a part, or any portion thereof, is damaged or destroyed by any casualty not covered by the insurance required to be carried by Landlord hereunder, Landlord may, at its sole option, either (i) rebuild or restore the Premises, or the building in which the Premises is a part, as the case may be, or (ii) terminate the Lease by written notice to Tenant within ninety (90) days after the date of such damage or destruction and any unearned Rent and Operating Expenses paid in advance shall be refunded to Tenant as of the date of the damage or destruction occurred.

14.3 Damage to Shopping Center. If fifty percent (50%) or more of the buildings in the Shopping Center shall be damaged or destroyed by any casualty, whether or not the Premises shall be damaged, Landlord shall have the option, notwithstanding anything to the contrary contained elsewhere in this Lease, at its sole election, to terminate this Lease by notice to Tenant at any time after ninety (90) days after the date of such damage or destruction and any unearned Rent and Operating Expenses paid in advance shall be refunded to Tenant as of the date of the damage or destruction occurred.

14.4 Construction Obligations. In the event Landlord is either obligated or elects to repair or restore the Premises, or the building in which the Premises is a part under any of the provisions of this Article, then upon notice from Landlord Tenant shall, immediately remove its trade fixtures, equipment and other personal property from the Premises, if required by Landlord, and Landlord shall commence rebuilding or restoring the Premises, but only to the extent of the basic building structure as originally constructed and the Premises in a vanilla shell condition as determined by Landlord in its sole and absolute discretion. On completion of the rebuilding or restoration, as applicable, and Landlord's delivery of possession of the Premises thereof Tenant shall commence Tenant's Work as described on **Exhibit "B**" and replace Tenant's trade fixtures, equipment and other personal property and promptly reopen for business.

14.5 Abatement of Rent. During the period of any repair and restoration, Tenant's Rent and Operating Expenses shall be abated, proportionately to the extent that the Premises are rendered untenantable and Tenant is unable to operate its business therein.

14.6 Mutual Release/No Statutory Termination. Upon any termination of this Lease under any of the provisions of this Article, each party shall be released thereby without further obligations to the other party coincident with the surrender of possession of the Premises to Landlord, except for items which have theretofore accrued and are then unpaid and for rights of indemnification for acts or omissions occurring prior to such termination and surrender. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Landlord is obligated to restore or may restore under any of the provisions of this Article, and further waives any rights it may have to construe any damage to the Premises as a constructive eviction.

Section 14.7 Tenant Termination Right. In the event the Premises or the building which contain the Premises, are damaged or destroyed and are not materially restored within two hundred seventy (270) days following the date of such damage or destruction, then provided such damage or destruction was not caused by

Tenant, its employees, agents, invitees or contractors, the Tenant shall have the option to terminate this Lease by written notice to Landlord if the Premises are not materially restored within such two hundred seventy (270) day period and this Lease shall terminate as of the date of Tenant's termination notice and any unearned Rent and Operating Expenses paid in advance shall be refunded to Tenant as of the date of such damage or destruction. For purposes of this Lease, the Premises or the Building shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used immediately before such damage.

ARTICLE 15 – DEFAULT BY TENANT; REMEDIES

15.1 Events of Default. The occurrence of any one or more of the following events shall constitute a material breach and default of this Lease by Tenant (each an "Event of Default"):

(a) Any failure by Tenant to pay any Rent, Additional Rent or any other sum required to be paid under this Lease or any part thereof when due and such failure continues for five (5) **business** days after written notice thereof from Landlord to Tenant; or

(b) Any breach of Tenant's obligations under (i) Article 8 regarding required insurance, (ii) Section 11.2 regarding mechanics liens, (iii) Section 13.1 regarding Transfers, (iv) Section 19.1 regarding subordination, and/or (v) Section 19.3 regarding estoppel certificates and the failure of Tenant to cure such breach within five (5) **business** days after written notice thereof from Landlord to Tenant; or

(c) Any failure by Tenant to observe or perform any provision, covenant or condition of this Lease other than those described in Sections 15.1(a) and (b) above and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure said default with due diligence; or

(d) Abandonment or vacation of the Premises by Tenant (as used in this Lease with respect to the Premises, the terms "vacate" and "abandon" shall be deemed to include, without limiting the broadest meaning of those terms, the failure of Tenant to be open ~~to the public for business~~ in the Premises for a period of ~~ten (10)~~ **thirty (30)** consecutive days ~~that the Shopping Center shall be open for business to the public~~ **excluding the breaks permitted under section 6.2,** unless such failure is excused or permitted under the express terms of this Lease); or

(e) Tenant or any guarantor of Tenant's obligations under this Lease makes an assignment for the benefit of creditors, files a petition in bankruptcy, takes the benefit of any insolvency act, is dissolved, or adjudicated a bankrupt, or an involuntary petition in bankruptcy is filed by any party against Tenant or any guarantor, a receiver is appointed for Tenant's business or its assets, or Tenant's assets are otherwise seized by process of law; or

(f) Tenant (or an affiliate of Tenant) is in default of any other lease or occupancy agreement between Landlord (or an affiliate of Landlord) and Tenant (or an affiliate of Tenant), as the case may be.

15.2 Remedies. Upon the occurrence of an Event of Default, Landlord, in addition to all other rights and remedies available to it whether hereunder or at law or in equity, at its option, without further notice or demand of any kind to Tenant or any other person (except as may be required by law) may:

(a) Declare the Term hereof ended and reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

(b) Without declaring the Term hereof ended, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid Rent, Additional Rent and other charges, which have become payable, or which may thereafter become payable; or

(c) Even though it may have initially reentered the Premises without termination of the Term, thereafter elect to terminate the Term and all of the rights of Tenant in or to the Premises;

(d) Pursue any other remedy now or hereafter available to Landlord under the laws of the state in which the Shopping Center is located.

15.3 Reletting of Premises. Should Landlord have reentered the Premises under the provisions of subsection 15.2 (b) above, Landlord may relet the Premises or any part thereof for such term or terms (which may be greater to or less than the period which would have otherwise constituted the balance of the Term) and on such terms and conditions as Landlord may, in its sole and absolute discretion, deem appropriate and may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof or any failure to collect any rent due under such reletting. If Landlord elects to re-enter the Premises pursuant to subsection 15.2(b) above, Tenant agrees to pay to Landlord as damages for the time period from the date of Landlord's re-entry until expiration or termination of this Lease, the amount by which the sum of (i) any amounts necessary to compensate Landlord for all the damages proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, including but not limited to, any costs or expenses incurred by Landlord in retaking possession of the Premises, including reasonable attorney's fees, (ii) maintaining or preserving the Premises after the occurrence of an Event of Default, (iii) all costs of repairs or alterations to the Premises, and all costs of reletting the Premises, including but not limited to leasing commissions, attorney's fees and other expenses incurred in reletting the Premises to a new tenant; (iv) if Landlord has furnished Tenant with a sum of money or with an item or items of value as and for an incentive or allowance for Tenant to enter into this Lease, an amount equal to the product obtained by multiplying the number of years remaining under the Lease times the quotient obtained after dividing the aggregate amount of all such incentives and allowances if monetary (together with the cost thereof to Landlord if non-monetary) by the number of years under the original Term, and (v) all amounts that would have been due to Landlord under this Lease if Tenant had remained in possession of the Premises, including without limitation all Rent and Additional Rent, exceeds the amounts actually received by Landlord from a replacement tenant, if any, in the Premises for such time period.

15.4 Damages. Should Landlord elect the remedy provided for in subsection 15.2 (a) or (c) above, then Landlord may recover from Tenant the following: (i) the amount of the unpaid Rent, Additional Rent and other charges reserved and payable by Tenant under this Lease at the time of termination; (ii) an amount equal to the Rent, Additional Rent and other charges reserved and payable under this Lease for the balance of the Term at the discount rate of the Federal Reserve Bank situated nearest to the location of the Premises plus one percentage point (1%) at the time Tenant's obligation to pay which shall be the date of termination by Landlord; and (iii) if Landlord has furnished Tenant with a sum of money or with an item or items of value as and for an incentive or allowance for Tenant to enter into this Lease, an amount equal to the product obtained by multiplying the number of years remaining under the Lease times the quotient obtained after dividing the aggregate amount of all such incentives and allowances if monetary (together with the cost thereof to Landlord if non-monetary) by the number of years under the original Term and (iv)such amount as is necessary to fully compensate Landlord for all damages proximately caused by the Tenant's failure to perform its obligations under the Lease or which in the ordinary course of business is likely to arise therefrom, including, without limitation, default interest and the costs or expenses as Landlord may incur or anticipate in connection with re-entering, ejecting, removing, dispossessing, cleaning, reletting, altering, repairing, redecorating, subdividing, or otherwise preparing the Premises for reletting, including brokerage and attorney's fees and court costs. Nothing herein shall be deemed to limit Tenant's rights to allege and prove that any such future rental loss could have reasonably been avoided by Landlord. Nothing herein contained shall be deemed a liquidation or to prejudice the right of Landlord to prove and obtain as liquidated damages by reason of any Event of Default, an amount equal to the maximum allowed by statute or rule of law in effect at the time and governing the proceedings in which such damages are claimed whether such amount is greater, equal to or less than the damages referred to in this Paragraph. No termination of this Lease shall affect the right of Landlord under this Lease for indemnification from Tenant for liability prior to termination.

15.5 Use of Fixtures. Upon the occurrence of and during the continuation of any Event of Default, Landlord may, at Landlord's option permit all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations, and other personal property to remain on the Premises ~~and Landlord shall have the right to take the~~

~~exclusive possession of the same and to use the same, rent or charge free,~~ until the Event of Default is cured or at, Landlord's option at any time during the Term, require Tenant to forthwith remove the same. In the event of any entry or taking possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the fixtures, furniture, equipment and other personal property personal property located in the Premises and may place the same in storage at a public warehouse at the expense and risk of Tenant.

15.6 Express Termination Required. Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any Rent, Additional Rent or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate the Term, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of which the Shopping Center is located and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notice and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease.

15.7 Landlord's Lien. Intentionally Omitted. ~~As of Delivery of Possession, Tenant agrees that Landlord shall have a landlord's lien, and additionally hereby separately grants to Landlord a first and prior security interest, in, on and against Tenant's or any other party's goods, equipment, signs, fixtures, furniture and other personal property situated in or on the Premises including all after acquired property, replacements and proceeds to secure the performance by Tenant of its obligations under this Lease, and such property shall not be removed from the Premises without the written consent of Landlord until all Rent, Additional Rent and other sums of money then due Landlord shall have first been paid. Tenant further agrees that, in addition to all other rights and remedies Landlord may have hereunder or at law or in equity, in the Event of Default hereunder, Landlord shall have any and all rights and remedies granted a secured party under the Uniform Commercial Code then in effect in the State in which the Shopping Center is situated. Tenant hereby authorizes Landlord to file a financing statement to perfect the lien granted to Landlord in this Section 15.7.~~

15.8 No Waiver. The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy hereby reserved shall not be construed as a future waiver of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary the requirement for Landlord's consent or approval of any subsequent similar act by Tenant. The receipt by Landlord of Rent, Additional Rent or sums due under this Lease with knowledge of a breach of any provision of this Lease shall not be deemed a waiver unless such waiver shall be specific, in writing, and signed by the Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent, Additional Rent and/or other sums due and payable under this Lease hereby reserved shall be deemed to be other than on account of the earliest Rent, Additional Rent and/or sums due under this Lease then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent, Additional Rent and/or other sums due under this Lease due or Landlord may pursue any other remedy in this Lease or by law provided, and no waiver by Landlord in favor of any other tenant or occupant of the Shopping Center shall constitute a waiver in favor of the Tenant.

15.9 Cumulative Rights. The remedies contained in this Lease shall be in addition and supplemental to all other rights or remedies which Landlord may have at law, in equity or by statute and the exercise of any one remedy shall not preclude the subsequent or concurrent exercise of further or additional remedies.

ARTICLE 16 - DEFAULT BY LANDLORD

In the event Landlord shall neglect or fail to perform or observe any of the convents, provisions or conditions contained in this Lease on Landlord's part to be observed or performed where such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence the curing of its default within the thirty (30) day period and proceed diligently thereafter), then in that event Landlord shall be responsible to Tenant for any and all actual

damages sustained by Tenant as a result of Landlord's breach, but not special or consequential damages. Tenant shall have no right to terminate this Lease, except as may be expressly provided **in this Section or** elsewhere in this Lease**,**. Nothing herein contained shall be interpreted to mean that Tenant is excused from paying any Rent, Additional Rent or other sums due hereunder as a result of any default by Landlord. Tenant shall give to the holder of any encumbrance as mentioned in Article 19 written notice simultaneously with any notice given to Landlord to cure any default of Landlord **provided Landlord has previously provided Tenant with the holder's name and notice address**. The holder of such interest shall have the right, within sixty (60) days after actual receipt of such notice (or within such additional time as reasonably required) to cure such default before Tenant may take any action under this Lease by reason of such default. Subject to the prior notice provisions of this subsection, any notice of default given to Landlord shall be null and void unless such simultaneous notice has been given to the holder of any such encumbrance. **Notwithstanding anything to the contrary contained herein, if Landlord is in default under this Lease beyond the appliable notice and cure periods set forth above and such default directly prevents Tenant from operating its business in the Premises, Tenant shall have the right to terminate the Lease, upon thirty (30) days prior written notice to Landlord, specifying the nature of the default and the basis for Tenant's inability to operate its business; provided, however, if Landlord cures the default prior to the expiration of said thirty (30) day period, Tenant's termination notice shall automatically be deemed null and void, and the Lease shall continue in full force and effect.**

ARTICLE 17 - ATTORNEYS' FEES

If any party hereto commences any legal action against the other in any way arises from or in connection with the Lease, the prevailing party shall be entitled to all reasonable attorney fees and other costs. In addition, **each party** ~~Landlord~~ shall be entitled to all **reasonable** attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder due to a default or breach of this Lease, whether or not a legal action is subsequently commenced**, but only if the other party engages an attorney on a matter after the other party has failed to cure the same within the time specified in Article 15 for such cure.**. ~~All attorneys' fees, expert witness fees and other costs and expenses incurred by Landlord by reason of any action to which Landlord shall be made a defendant because of any action or omission of Tenant shall constitute Additional Rent under this Lease.~~

ARTICLE 18 - CONDEMNATION

18.1 **Total or Partial Taking.** In the event the entire Premises or such part thereof as will render the remainder of the Premises untenantable shall be taken in any manner for public or quasi-public use, including but not limited to, a conveyance or assignment in lieu of the condemnation or taking then this Lease shall automatically terminate as of the date of title vesting in such proceedings. In the event twenty-five percent (25%) or more of the Floor Area of the Premises shall be so taken, then Landlord and Tenant shall each have the right to terminate this Lease by written notice given to the other within sixty (60) days after the date of title vesting in such proceedings. If any part of the Premises shall be so taken and this Lease shall not be terminated, then this Lease shall continue in full force and effect with respect to the remainder of the Premises except that, Rent shall be reduced in the same proportion that the Floor Area of the Premises taken bears to the original Floor Area of the Premises and Landlord shall, upon receipt of the award in condemnation, commence rebuilding or restoring the Premises, but only to the extent of the basic building structure as originally constructed and the Premises in a vanilla shell condition as determined by Landlord in its sole and absolute discretion, provided, however Landlord shall not be required to spend for such rebuilding or restoration an amount in excess of the respective amounts received by Landlord as damages for the taking of such part of the Premises and of the building of which it forms a part. On completion of the rebuilding or restoration, as the case may be, and Landlord's delivery of possession of the Premises thereof Tenant shall commence Tenant's Work as described on Exhibit "B" and replace Tenant's trade fixtures, equipment and other personal property and promptly reopen for business. If more than fifty percent (50%) of the Floor Area of the building of which the Premises forms a part or of the Shopping Center shall be taken as aforesaid, Landlord shall have the right, by written notice given to Tenant, to terminate this Lease, such termination to be effective as of the date of title vesting in such proceeding. If this Lease is terminated as provided in this Section 18.1, all Rent and Additional Rent shall be paid by Tenant up to the later of the date that possession is so taken by the public authority or the date Tenant vacates the Premises, and Landlord shall make an equitable refund of any Rent and Additional Rent paid by Tenant in advance and not earned.

18.2 Award. Any award or payment for such taking of all or any part of the Premises or the Shopping Center shall be the property of Landlord, whether such award or payment shall be made as a compensation for the diminution in value of any leasehold interest and/or for the taking of the fee, and/or for severance damages. In no event shall Tenant be entitled to receive any portion of any payment or award made by a condemning authority with respect to the condemnation of the Premises or the Shopping Center~~, and Tenant hereby waives any and all such claims to such awards or payments~~. Nothing in this Lease shall prevent Tenant from making a **separate** claim against the condemning authority for the value of or damage to and/or the cost of removal of Tenant's trade fixtures and other personal property which under the terms of this Lease would remain Tenant's property upon the expiration of the Term **and for Tenant's relocation costs and the value of Tenant's leasehold interest**, provided, however, that Tenant's claim does not reduce the amount of any award or payment made to Landlord.

ARTICLE 19 – SUBORDINATION; ATTORNMENT; AND ESTOPPEL CERTIFICATE

19.1 Subordination. Tenant will subordinate its rights hereunder to the lien of any ground lease, deed of trust, mortgage or lien or charge, or any reciprocal easement agreement or other operating agreement which now encumbers or hereinafter may encumber the land and building of which the Premises are a part or upon any buildings hereinafter placed upon the land of which the Premises are a part and to all advances made or hereafter to be made upon the security thereof, **provided such mortgagee, trustee, beneficiary or the purchaser has executed or agrees to execute an agreement of subordination, non-disturbance and attornment in a form reasonably acceptable to Tenant, recognizing this Lease and Tenant's right hereunder and Tenant shall be responsible for the payment of any fees charged by a mortgagee, Trustee, Beneficiary or Purchaser for the subordination, non-disturbance and attornment**. This Section 19.1 shall be self-operative and no further instruments of subordination shall be required unless requested by the lienholder, beneficiary or their successors. Tenant covenants and agrees that it will execute, within ten (10) days from Tenant's receipt any and all subordination agreements upon the request of Landlord in a form prescribed by Landlord or the lienholder. Tenant's failure to deliver such subordination agreement within the time permitted hereby shall be deemed an Event of Default and Tenant shall be required to pay a late fee to Landlord of $25.00 per day for every day the subordination agreement is not executed and delivered to Landlord past the tenth (10^{th}) day.

19.2 Attornment. In the event of a sale, transfer or assignment of Landlord's interest in the Shopping Center or any part thereof, including the Premises, or in the event that any proceedings are brought for foreclosure, or to exercise the power of sale under any mortgage or deed of trust made by Landlord covering the Shopping Center or any part thereof, including the Premises or in the event of a cancellation or termination of any ground or underlying lease covering the Shopping Center or any part thereof, including the Premises, Tenant shall attorn to and recognize such transferee, purchaser or ground or underlying lessor or mortgagee as Landlord under this Lease provided that any purchaser or mortgagee shall recognize the Lease as remaining in full force and effect so long as Tenant is not in default hereunder.

19.3 Estoppel Certificate. Tenant shall, at any time and from time to time, within ten (10) days of a written request from Landlord, execute and deliver to Landlord a written declaration certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); that all conditions under this Lease to be performed by Landlord have been satisfied (or stating any conditions that have not been satisfied); that there are no defenses or setoffs against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; the amount of advance rent, if any, (or none if such is the case) paid by Tenant; the date to which rent has been paid; and the amount of any Security Deposit. Tenant's failure to deliver such declaration within the time permitted hereby shall be deemed an Event of Default and Tenant shall be required to pay, a late fee to Landlord of $25.00 per day for every day the declaration is not executed and delivered to Landlord past the tenth (10^{th}) day. ~~Further, Tenant hereby appoints Landlord as attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments if Tenant fails to do so within the period required under this Section 19.3.~~

ARTICLE 20 - SURRENDER OF PREMISES

Upon expiration or earlier termination of this Lease Tenant shall, without notice from Landlord (i) surrender the Premises broom-clean, in good condition and repair, reasonable wear and tear excepted; (ii) surrender all keys to

the Premises; and (iii) if Tenant is not in default under the Lease at the expiration or earlier termination of the Lease, remove all of Tenant's trade fixtures and personal property not permanently affixed to the Premises. All alterations and improvements to the Premises made by Tenant or on behalf of Tenant, including but not limited to partitions, permanent trade fixtures, floor covering, toilet fixtures, power panels, switches, transformers, and HVAC systems and equipment, shall become the property of Landlord upon the expiration or earlier termination of the Lease~~, unless Landlord requests their removal in which event Tenant shall at Tenant's sole cost and expense remove the same and restore the Premises to a vanilla shell condition~~. Any of Tenant's property not removed from the Premises prior to the expiration of the Term shall be deemed abandoned, and shall, at Landlord's option, either become the property of Landlord or may be removed and disposed of by Landlord and Tenant shall pay to Landlord the costs of such removal and disposition within ten (10) days after delivery of a bill thereof. Any damage to the Premises, Shopping Center or the building of which the Premises is a part resulting from Tenant's use or occupation of the Premises or from the removal of Tenant's trade fixtures or other personal property shall be repaired promptly by Tenant at Tenant's expense, or at Landlord's option by Landlord and Tenant shall pay to Landlord the cost of such repairs within ten (10) days after delivery of a bill therefor.

ARTICLE 21 - HOLDING OVER

If Tenant should remain in possession of the Premises after the expiration of the Term without the execution of a new lease and in the absence of good faith negotiations for a renewal of the Lease, such holding over shall be deemed to have created and be construed as a tenancy from month-to-month at a rental equal to one hundred **twenty-five percent (125%)** ~~fifty percent (150%)~~ of the monthly Rent payable during the last month of the Term together with an amount estimated by Landlord for the monthly Operating Expenses payable under the Lease and shall otherwise be on the terms and conditions herein specified as far as applicable. In the event Tenant holds over without Landlord's written consent, Tenant shall be liable for all of Landlord's direct and consequential damages, including but not limited to, damages and expenses incurred by Landlord for its inability to deliver possession of the Premises to a new tenant.

ARTICLE 22 – RELOCATION – INTENTIONALLY OMITTED.

ARTICLE 23 - NOTICES

Wherever in this Lease any notice, request, approval, demand, consent bill, statement or other communication ("Communication") is required or desired to be given under this Lease, such Communication shall be in writing and shall be personally delivered (which may include public or private express delivery and overnight courier services) or given by mail, and if mailed, shall be deemed to have been given when two (2) days have elapsed from the time of mailing by certified mail, postage prepaid, addressed to the notice address of the addressee specified in Article 1 hereof. If more than one Tenant is named under this Lease, service of any notice upon any one of said Tenants shall be deemed as service upon all of such Tenants. Either party may change such address by written notice in the manner specified above for the giving of notice to the other.

ARTICLE 24 – TRANSFER OF LANDLORD'S INTEREST.

Landlord shall have the right to sell or transfer its ownership of all or any part of the Shopping Center to one or more third parties. If Landlord sells or transfers its interest in the Premises (other than a transfer for security purposes) **and transfers any Security Deposit then held by Landlord to such transferee,** Landlord shall be released from all obligations and liabilities accruing thereafter under this Lease and Landlord's successor shall be deemed to have assumed Landlord's obligations thereafter accruing under the Lease.

ARTICLE 25 - SECURITY DEPOSIT

The Security Deposit specified in Article 1 shall be paid by Tenant to Landlord upon Tenant's execution of this Lease. Said Security Deposit shall be held by Landlord without liability for interest as security for the faithful performance by Tenant of all the terms of this Lease. Landlord shall have the right to commingle said Security Deposit with its other funds. If any of the Rent, Operating Expenses or any other sum payable by Tenant should be overdue and unpaid or if Landlord shall make payments on behalf of Tenant, or if Tenant should fail to perform any of the

terms of this Lease, then Landlord may, at its option and without prejudice to any other right or remedy appropriate, apply said Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of Rent, Operating Expenses, fees (including, without limitation, attorneys' fees), expenses, costs, loss or damage sustained by Landlord due to such breach on the part of Tenant; and Tenant shall upon demand restore said Security Deposit to the original sum deposited. Subject to all other provisions of this Article, should Tenant comply with all of the terms of this Lease, said Security Deposit or any balance thereof shall be returned to Tenant or, at the option of Landlord, to the last assignee of Tenant's interest in this Lease **within thirty (30) days after** ~~at~~ the expiration of the Term and any extension thereof. Tenant expressly acknowledges and agrees, however, that said Security Deposit may be held by Landlord beyond **thirty (30) days after** the expiration or earlier termination of the Term (including also any extension thereof) until all Rent, Operating Expenses and other sums due or to become due hereunder have been fully paid by Tenant, including without limitation the prorating, billing and payment of all year-end adjustments made or to be made under this Lease. **Landlord shall, within thirty (30) days after the expiration or earlier termination of this Lease, provide Tenant with a prorated reconciliation of Operating Expenses and a statement of all other amounts then due from Tenant under this Lease. Landlord may apply the Security Deposit against any amounts shown to be due from Tenant pursuant to such reconciliation or otherwise due under this Lease, and Landlord shall return the remaining balance of the Security Deposit, if any, to Tenant within such thirty (30)-day period.** In the event of bankruptcy or other debtor-creditor proceedings by or against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and Operating Expenses due Landlord for the earliest period prior to filing of such proceedings. ~~Tenant expressly waives the provisions of any existing or future applicable law restricting the right of Landlord to utilize the Security Deposit to satisfy any obligations due and owing to Landlord either before or after termination of the Lease and in furtherance thereof, expressly agrees that Landlord may apply the Security Deposit against future Rent and Operating Expenses that may become due and owing to Landlord from Tenant before or after termination of the Lease.~~

ARTICLE 26 – RIGHT TO ENTER

Tenant agrees to permit Landlord and its agents, employees, servants and contractors to enter the Premises upon twenty-four (24) hours' notice, at all reasonable times during usual business hours for the purpose of (i) inspecting or exhibiting the same to prospective purchasers, mortgagees and tenants, or (ii) for performing any of Landlord's maintenance or repair obligations. In addition, Tenant agrees to permit Landlord and the tenants (and their agents and contractors) of other stores in the Shopping Center to enter the Premises upon twenty-four (24) hours' notice to Tenant in order to install, replace, maintain and repair electrical, telephone, plumbing, mechanical and fire protection systems and other utility lines, equipment and systems above the ceiling, below the floor or within the walls of the Premises, provided that the entry of Landlord and such tenants and their work in or upon the Premises shall not unreasonably interfere with the business of Tenant and that Landlord and such tenants shall promptly repair and restore any damage to the Premises or to Tenant's property occasioned by such entry or work. **Notwithstanding anything contained herein to the contrary, because of Tenant's use of the Premises as a school, anytime students are present in the Premises, Landlord and its agents, employees, servants and contractors agree (except in the case of an emergency which threatens life or where there is imminent danger to the Premises or Shopping Center): (i) will not enter the Premises without checking in at the school office; (ii) will not to enter the Premises without the prior approval of the office staff and (iii) will present identification to the office staff, which such identification can be a business card.** During the final six (6) months of the Term and any extension or renewal of the Term hereof, Landlord may place upon the exterior of the Premises "For Rent" or "For Lease" signs of reasonable size.

ARTICLE 27 - BROKERS

27.1 **No Brokerage.** Tenant covenants, warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiations except the Broker(s) identified in Article 1, which Landlord has agreed to pay a commission to under a separate agreement. Tenant agrees to protect, indemnify, save and keep harmless Landlord against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

27.2 **No Dual Agency of Landlord's Broker.** Landlord hereby discloses to Tenant that Arizona Partners Retail Investment Group, LLC, a licensed real estate broker in the State of Arizona, is acting as Landlord's sole agent in connection with the leasing of the Premises to Tenant pursuant to the terms and provisions of this Lease, and Landlord hereby expressly agrees to pay all brokerage commissions payable, if any, to such licensee. In that regard, or in the event Landlord is alternatively, or in addition thereto, represented by any other person, corporation, partnership or other entity holding a real estate license in the State of Arizona, Tenant hereby expressly acknowledges and agrees that (i) such licensee shall, for all purposes hereunder or at law or in equity, be acting as the sole agent of Landlord and (ii) no dual agency shall be deemed to exist or to have been created by any such licensee's actions, statements, warranties or representations (whether verbal or written), or by any omission thereof, so that under no circumstances shall any such licensee ever be deemed in any way to be the agent of Tenant in connection with the leasing of the Premises to Tenant pursuant to the terms and provisions of this Lease. Tenant hereby expressly waives any and all claims that such dual agency exists and further acknowledges and agrees that there shall be absolutely no liability on the part of Landlord or any such agent or licensee of Landlord arising as a result of any such claim, notwithstanding any action, statement, warranty or representation of any kind (whether written or oral) to the contrary made to Tenant by such agent or licensee. For purposes of this Section, the terms "licensee" and "agent" shall be deemed to also include subagents and the employees of such licensee, agent or subagent.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

28.1 **Paragraph Headings.** The paragraph headings, numbers and index used in this Lease are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Lease.

28.2 **Partial Invalidity.** If any provision of this Lease is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Lease and such other provision shall remain in full force and effect. If any provision of this Lease is capable of two constructions, one of which would render the provision void and one of which would render the provision valid, the provision shall be interpreted in the manner which would render it valid. It is the intention of the parties hereto that the covenants of this Lease be independent of each other.

28.3 **Warranty of Authority.** If Tenant is other than a natural person, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: they are duly authorized to execute this Lease on behalf of Tenant; Tenant is duly qualified in all respects; all steps have been taken prior to the date hereof to qualify Tenant to do business in the State in which the Premises are located; all franchise and other taxes have been paid to date; and all forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

28.4 **Joint and Several Liability.** If more than one person, corporation or other entity is named as Tenant in this Lease and executes the same as such, then and in such event, the word "Tenant" wherever used in this Lease is intended to refer to all such persons, corporations or other entities, and the liability of such persons, corporations or other entities for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. If Tenant shall be a partnership, the liability of each and every partner thereof for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several, and no withdrawing partner shall be relieved of any liability hereunder as the result of any such withdrawal. If Tenant is composed in whole or in part of a husband and wife, the separate property and estate of each spouse as well as the total of their combined property and estates (regardless of however such property or estates may be designated, whether community, marital or otherwise) to which either may have any claim or interest whatsoever based upon their marital status shall be liable hereunder.

28.5 **Entire Agreement.** This Lease supersedes and cancels any and all previous negotiations, agreements and understandings between Landlord and Tenant with respect to the subject matter hereof and is the only and entire agreement between them. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein, and no modification of the Lease shall be effective unless in writing and signed by all parties hereto.

28.6 **Financial Statements**. Within ten (10) days after request by Landlord, Tenant shall furnish to Landlord the then most current financial statement(s) of Tenant and of any guarantor of this Lease prepared in

accordance with generally accepted accounting principles, consistently applied and accurately reflecting the then existing financial condition of Tenant and such guarantor (if any), together with such additional financial information as may be reasonably requested by Landlord. All such financial statements shall be kept confidential by Landlord and shall be used only for the purpose of assessing and/or verifying Tenant's financial condition.

28.7 Right to Lease. Landlord reserves the absolute right to contract for or otherwise affect such other tenancies or businesses in the Shopping Center as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Shopping Center. Tenant does not rely on the fact, nor does Landlord represent, that any specific store, business or tenant or type or number of stores, businesses or tenants shall during the Term occupy any space in the Shopping Center.

28.8 Governing Law. The laws of the State where the Shopping Center is situated shall govern the validity, performance and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the venue of such suit or action shall be Riverside County, Califonria~~, or such other place where Landlord may from time to time properly designate, Tenant expressly consenting to Landlord designating the venue of any such suit or action,~~ and each party waives the right to a jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising under this Lease. **Before commencing any legal action arising out of an alleged non-monetary default under this Lease, the parties shall first meet in good faith within thirty (30) days after written request by either party to attempt to resolve such default. If such meeting is unsuccessful, or if the other party fails or refuses to participate in such meeting within said thirty (30) day period, each party shall be free to pursue all available legal rights and remedies. Notwithstanding the foregoing, this requirement shall not apply to any monetary default, and nothing herein shall extend or modify any applicable notice or cure period under this Lease or restrict Landlord's right to pursue any remedies available under this Lease or applicable law for a monetary default.** Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but shall be interpreted in accordance with the general tenor of its language.

28.9 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to Rent and Operating Expenses to be paid by Tenant pursuant to this Lease.

28.10 Time. Time is of the essence in the performance of each of provision in this Lease.

28.11 Quiet Possession. Landlord covenants that Tenant, upon paying all rent as provided herein and upon performing the covenants and conditions of this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term without hindrance or interruption by Landlord or by anyone lawfully claiming by, through or under Landlord, subject to the terms and conditions of this Lease.

28.12 Relationship of Parties. Notwithstanding any other express or implied provision of this Lease, it is understood that Landlord does not in any way claim to be or propose a partnership or joint venture with Tenant in the conduct of Tenant's business.

28.13 No Offer. Submission of this instrument for examination or signature by Tenant does not constitute an offer to lease, or a reservation of or option to lease, and is not effective as a lease or otherwise until full execution and delivery thereof by Landlord and Tenant. The return to Landlord of Tenant executed copies of this Lease shall not be binding upon Landlord, notwithstanding any preparation or anticipatory reliance or expenditures by Tenant or any time interval, until Landlord has in fact executed and actually delivered a fully executed copy of this Lease to Tenant.

28.14 Independent Legal Counsel. Tenant acknowledges that it has had the opportunity to be represented by independent legal counsel in negotiations leading up to and in executing this Lease.

28.15 **No Recording.** The parties hereto hereby covenant and agree not to record ~~or file for record~~ this Lease or any copy thereof **in the real property records of the county in which the Premises is located**.

28.16 **Confidentiality**. ~~Tenant shall keep in strict confidence and shall not divulge the existence, contents or provisions of this Lease to anyone without the written consent of Landlord, unless ordered by a court of competent jurisdiction. A breach of the confidentiality shall be deemed a material breach and an Event of Default, subjecting Tenant to any and all of Landlord's rights and remedies available under the Lease and at law or in equity. This covenant of confidentiality shall survive the expiration of the Lease.~~

28.17 **CASp Disclosure.** A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

LANDLORD:

Parkridge Main LLC,
a California limited liability company

By: North Main Management LLC,
a California limited liability company
its managing member

By: Raydob LLC, an Arizona limited liability company
Its managing member

By: _____
Its: Manager

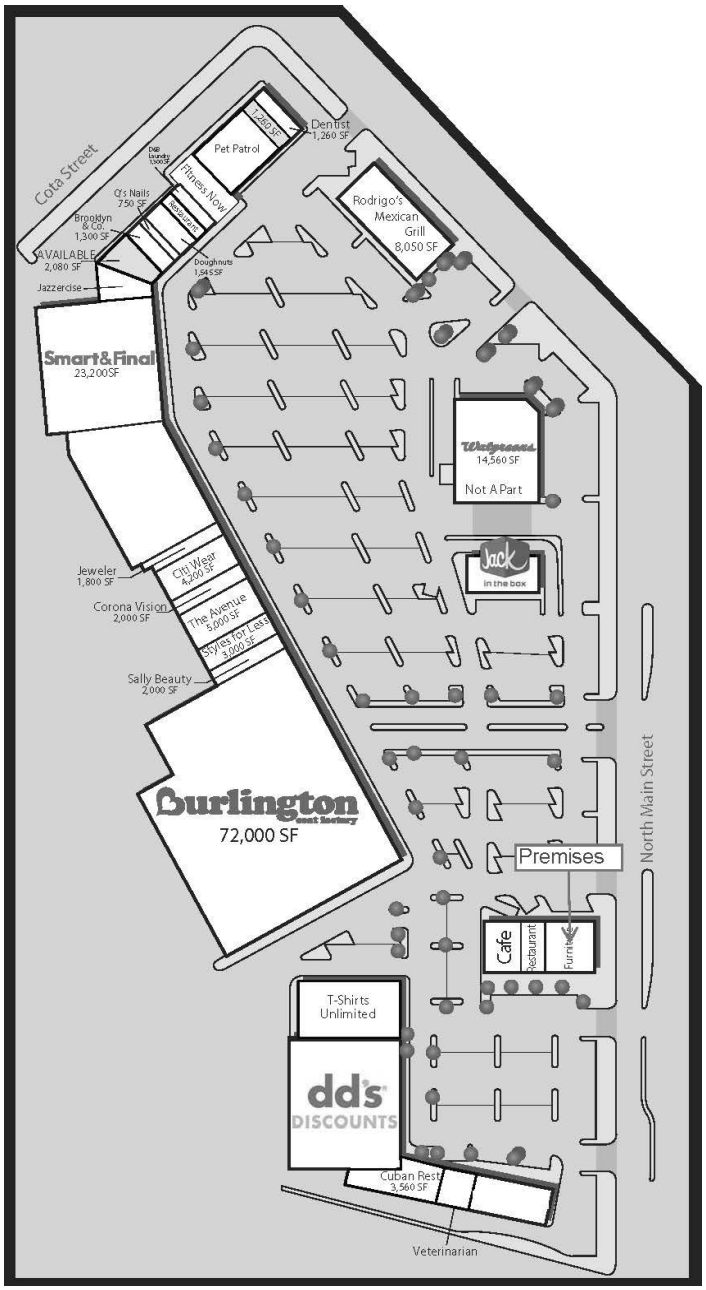
TENANT:

Roads Education Organization,
a California nonprofit corporation

By: _____
Its: _____

EXHIBIT "A"

SITE PLAN – SHOPPING CENTER AND PREMISES



This **Exhibit "A"** is a general site plan only and shall not be deemed a warranty, representation or agreement on the part of Landlord that the Shopping Center and/or the Premises is, are will be or will continue to be exactly as indicated herein; nor of any location, occupancy or opening of any tenant or occupancy within the Shopping Center.

EXHIBIT "B"

CONSTRUCTION PROCEDURES

These Construction Procedures set forth the division of responsibility regarding the construction work between Landlord and Tenant under the terms and conditions of this Lease. In every instance where responsibility where is not specifically allocated to Landlord under the provisions of this Exhibit B, the responsibility shall be Tenant's.

I. LANDLORD'S WORK

A. "Landlord's Work" means the work, if any, which Landlord is expressly obligated to undertake pursuant to Section I. B. Except for Landlord's Work, if any, Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the Premises in connection with Tenant's occupancy.

B. Landlord's Work shall consist of the following work: **None**

Except for Landlord's Work, if any, Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the Premises in connection with Tenant's occupancy.

C. Tenant has inspected the Premises and found the same to be suitable, sufficient and acceptable for the purpose of Tenant conducting its Only Permitted Use upon the Premises and accepts them in **As-Is, Where Is** condition. Landlord shall have no responsibility or obligation to affect any repairs (except for Landlord's maintenance obligations as provided for in Section 10.2 of this Lease), improvements, repairs, alterations or additions to the Premises. **Notwithstanding anything to the contrary contained herein, as of Delivery of Possession, the Premises shall be broom clean, the roof shall be water tight and all plumbing, electrical, and the HVAC units (each a "System") shall be in good working order. If Tenant delivers written notice to Landlord ("Defect Notice") within thirty (30) days after Delivery of Possession identifying any System that is not in good working order (a "Non-Working Condition"), then Landlord shall, within a reasonable period after receipt of such Defect Notice, perform such work as is necessary to place such System in good working order ("Landlord's Correction Work"). Tenant's failure to deliver the Defect Notice within such thirty (30) day period shall be deemed a waiver of Landlord's obligations under this provision, and thereafter Landlord shall have no obligation to perform the Landlords' Correction Work described herein. Notwithstanding the foregoing, if Tenant or its agents performs any work on or affecting any System, or if any System is altered, damaged, or impacted by Tenant's Work, then Landlord shall have no obligation to perform Landlord's Correction Work with respect to such System to the extent such Non-Working Condition is caused by or results from such work.**

II. TENANT'S WORK

"Tenant's Work" means all improvements, alterations, repairs and other work necessary for the conduct of Tenant's business in the Premises.

III. TENANT'S PLANS

As soon as reasonably practical after Delivery of Possession Tenant shall submit to Landlord for Landlord's written approval, which such approval shall not be unreasonably withheld, conditioned or delayed, complete detailed drawings and specifications in sufficient detail for Tenant to obtain all necessary building permits (hereinafter collectively referred to as "Plans") for all Tenant's Work in the Premises. Landlord shall inform Tenant of any objections to the Plans within fifteen (15) days after receipt of said Plans. Tenant, within fifteen (15) days of receiving Landlord's objection to said Plans shall deliver to Landlord corrected Plans which Landlord shall accept or reject within the next fifteen (15) days. Following Landlord's approval of the Plans, any subsequent changes, modifications or alterations to the Plans shall be submitted to Landlord for

Landlord's written approval and the approval process shall begin again. Landlord's approval of the Plans shall not constitute an affirmation by Landlord that such Plans conform to law or impose any liability on Landlord.

IV. TENANT'S CONTRACTOR

A. Tenant shall employ a licensed and bonded contractor who is licensed in the state in which the Premises is located to perform and complete Tenant's Work. In the event that Tenant's contractors violate the requirements of the Lease, Landlord may order Tenant's contractors to remove themselves, their equipment and their employees from the Shopping Center. The term "contractors" as used in this Lease shall be deemed to additionally include subcontractors. Contractor(s) referred to Tenant by Landlord is provided only as a convenience to Tenant and Tenant shall remain fully liable for the selection of its contractors whether or not the same are referred to Tenant by Landlord.

B. Tenant shall and shall cause its contractor to comply with all legal requirements, laws, ordinances, regulations and other lawful authorities ("Laws") during its Tenant's Work and when completed Tenant's Work must comply with all Laws. If Tenant (including Tenant for and on behalf of Tenant's contractor and any and all persons performing any Tenant's Work in the Premise) fails to comply with these requirements, Landlord reserves the right to take remedial action (at Tenant's cost) as deemed necessary by Landlord to protect the public; provided, however, no reservation of such right by Landlord shall be deemed to (a) impose any obligation upon Landlord to take such remedial action; or (b) render Landlord liable to Tenant or any third (3rd) party for the failure to do so; or (c) relieve Tenant or Tenant's contractor from any obligations to indemnify Landlord as otherwise provided elsewhere in the Lease or this **Exhibit "B".**

C. Delivery of building materials shall be conducted in such a manner as to be considerate of other workers and delivery persons as well as customers and patrons of the Shopping Center. Tenant shall cause its contractor(s) to confine construction work to within the Premises as much as possible and shall work in an orderly manner. At no time will pipes, wires, boards or other construction materials project into public areas where harm could be caused to public.

V. REQUIRED DOCUMENTS

Prior to commencement of any Tenant's Work, Tenant shall be required to furnish to Landlord all of the following items (hereinafter collectively referred to as ("Required Items"):

1. Copy of all required construction permits.

2. Copy of permitted plans.

3. Copy of all contractor and subcontractors licenses.

4. Certificates of Insurance providing the following insurance: A comprehensive general liability insurance policy (with a rating of not less than A- naming Landlord and its managing agent as additional insured for not less than $1,000,000.00 combined single limit per occurrence and not less than $2,000,000.00 general aggregate. Such Certificate of Insurance shall be current and on file with Landlord throughout the duration of Tenant's Work.

VI. INDEMNITY. Tenant (including also anyone holding under Tenant and any and all subtenants and other occupants of the Premises), as the case may be, hereby releases Landlord from any and all liability for any and all bodily and personal injury to Tenant and its contractors (including also all subcontractors) and their respective employees (whether direct or indirect employees) and for any and all loss of or damage to Tenant's property and that of any and all contractors and subcontractors (including also any and all loss of use resulting therefrom) and, on behalf of its insurers, hereby waives any and all rights of subrogation therefor, except to the extent such injury, loss or damage has resulted from the act or neglect of Landlord. Tenant shall cause

its contractor(s) and all of their subcontractors to provide identical waivers of liability and subrogation in favor of Landlord.

VII. POST CONSTRUCTION DOCUMENTS

Prior to opening for business, Tenant shall obtain and deliver to Landlord the following items:

1. Final lien waivers and other forms of evidence satisfactory to Landlord (including, without limitation, paid invoices and cancelled checks) from all contractors and subcontractors who performed work at the Premises and all materialmen and suppliers who provided materials and/or equipment used in connection with Tenant's Work at the Premises.

2. A copy of the certificate of occupancy (or its local equivalent) for the Premises.

EXHIBIT "B-1"

CONSTRUCTION ALLOWANCE

So long as Tenant is not in default of this Lease, Tenant shall be entitled to receive from Landlord a one-time contribution for the purchase of and payment for, Qualified Items (as defined below) up to a maximum of **$20,000.00** ("Construction Allowance") upon the following terms and conditions:

(1) Qualified Items means (a) the contract price for contractors and subcontractors who undertake Tenant's Work pursuant **to Exhibit "B"** and (b) the materials purchased and installed or constructed as part of Tenant's Work pursuant to the provisions of **Exhibit "B"** (excluding however, personal property, trade fixtures, equipment, inventory, signs and/or architect's, engineering, or permitting fees).

(2) That Tenant's Work has been completed as required pursuant to all of the terms and conditions of this Lease, including but not limited to **Exhibit "B"** and in accordance with the construction drawings agreed upon by the parties as set forth in said **Exhibit "B"**.

(3) That Landlord has been furnished final, unconditional lien waivers and other forms of evidence satisfactory to Landlord (including, without limitation, paid invoices from all architects, contractors, subcontractors, laborers and materialmen) that all construction costs incurred by Tenant in connection with Tenant's Work have been paid and that there are no amounts due any architect, contractor, subcontractor, laborer or materialman.

(4) That a Certificate of Occupancy (or its equivalent as reasonably determined by Landlord) has been issued to Tenant and Tenant is open for business in the Premises.

(5) That the construction costs incurred by Tenant are equal to or exceed the Construction Allowance herein granted. In the event the Construction Allowance is greater than the cost incurred by Tenant, the Construction Allowance shall be reduced to the actual cost so incurred.

In the event the foregoing conditions have been met and Tenant is not in default under any of the provisions of the Lease, then Landlord shall pay the allowance to Tenant within thirty (30) days following Tenant's written request, which such request shall include the documents required in (3) and (4) above.

Tenant hereby expressly acknowledges and agrees that the Construction Allowance provided for herein is a onetime allowance only and is being furnished to Tenant solely as an incentive to enter into the Lease with Landlord. Tenant shall be fully responsible for all costs and expenses associated with all Tenant's Work performed including, without limitation, any such work, if permitted or required hereunder, occurring in connection with any reconstruction, remodeling or alteration of the Premises.

Notwithstanding anything to the contrary contained herein, in lieu of Landlord paying the Construction Allowance to Tenant, Tenant may elect to apply the Construction Allowance as a credit against Base Rent by paying one-half (1/2) of the monthly Base Rent otherwise due under this Lease until the entire Construction Allowance has been fully applied, after which Tenant shall pay the full amount of Base Rent required under this Lease.

EXHIBIT "C"

SIGN CRITERIA

This Comprehensive Sign Plan ("CSP") has been created to provide a design guideline for signage at North Main. This CSP will be used to evaluate proposed signage for business uses within the Shopping Center and will endeavor to ensure a quality standard for design, materials and illumination methods of exterior signage regulated by the City of Corona and Landlord.

I. GENERAL REQUIREMENTS

1. All Tenants' signage is subject to Landlord's written approval.

2. Prior to sign fabrication or installation, Tenant shall submit or cause to be submitted to Landlord, four (4) copies of fully dimensioned and scaled drawings indicating the location, size, layout, design color, illumination materials and method of attachment.

3. If drawings are denied, Tenant must resubmit revised plans to Landlord for approval until approval is obtained.

4. Any sign installed that is not conforming to this CSP and not approved by Landlord must be removed or brought into conformance by the Tenant and/or its sign contractor.

5. All signs are required to be reviewed and approved by the City of Corona and all signs shall be regulated and controlled as specified under the City of Corona Municipal Code.

6. Tenant shall be responsible, at its sole cost and expense, for the fulfillment of all requirements and specifications, including those of local municipality.

7. Tenant is responsible for all costs and expenses for all applicable applications permit fees and any other fees required by the Corona Planning and Building Department.

8. All signs shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain in the sole right of Landlord.

9. All signage shall be constructed, installed and maintained at Tenant's sole cost and expense.

10. Tenant's sign contractor shall be responsible for the repair of any damage caused by installation, maintenance and removal of any signage.

11. All sign bolts, fastenings, sleeves and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze, and no black iron material of any type will be permitted.

12. No labels shall be permitted on the exposed surface of signs, except those required by local ordinance. Those required shall be affixed to the bottom edge of signs, and only that portion of the permit sticker that is legally required to be visible shall be exposed.

13. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.

14. All exposed metals shall be painted to render them inconspicuous.

15. All electric signs shall bear the UL label and shall conform to National Electric Code Standards.

16. All signs shall conform to Uniform Building Code Standards.

17. Tenant shall be liable for the operations of their sign contractor.

18. All signage shall be erected and maintained in strict accordance to this CSP.

19. Tenant shall be responsible for submitting proof of Landlord approval to the City of Corona for permit review and approval.

20. Where this CSP remains silent, the design standards of the North Main Street Specific Plan and the Corona Municipal Code shall apply.

II. SIGN CRITERIA

A. Building Signs:

1. Metal raceways, if required to accommodate the wiring and transformers for illuminating the letters and logos, shall be concealed. In no way shall exposed raceways be permitted.

2. Letters or logo styles of the individual illuminated letters shall be Tenant's choice, subject to approval of Landlord.

3. Neon tubbing shall be 12-13mm, EGL or equal. Neon transformers shall be 30 A.M. Fluorescent Lamps shall be single pin (slim line) with a minimum of 12" center to center lamp separation. The backs of all exposed neon are to be pained opaque.

4. Signs may be illuminated by external and/or internal light sources. Neon light and fiber optics are encouraged.

5. Primary copy: Maximum letter height 24".

B. Mixed Media Forms and Embellishments:

1. Dimensional, geometric shapes or icon representing a Tenant's product or service.

2. Painted, polished, etched, or abraded metals.

3. Screens grids or mesh.

4. Cut or fabricated aluminum.

5. Neon accents or trims

6. Dimensional letter forms with seamless edges.

7. Opaque acrylic materials with matt finishes.

8. Fauxstorne effect finish.

9 Gold, silver, copper leaf or metallic paint finish.

10. Oxidized and patina finishes.

C. Illumination:

1. Tenant signage should incorporate one or more of the following acceptable light methods:

   a. Reverse/halo channel neon.
   b. Open and/or exposed channel neon.
   c. Silhouette illumination

D. Sign Colors and Finishes:

1. Sign colors should be selected to provide sufficient contrast against the building background, colors and be compatible with them.

2. Colors within each sign should be compatible.

3. Color of letter returns should contrast with face colors for optimum daytime readability.

4. Interior of open channel letters should be painted dark when against lighted background.

5. Neon colors should complement related signage elements.

6. All background color for pylon faces, white.

7. Signs shall be limited to three (3) sign colors. Exception for established corporate Logos, subject to City staff review and approval.

E. Typestyles:

The use of logos and distinctive typestyles is encouraged for all Tenants; signs. Tenants may adapt established typestyles, logos and/or icons that are used in similar located operated by them in California and/or the U.S. Theses images must be architecturally compatible and approved by Landlord. Type may be arranged in one (1) or two (2) lines of copy and may consist of upper and/or lower case.

F. Window Signs:

1. These signs shall be totally within the tenant's building space.

2. May contain change panels, but not action or animated.

3. Cannot be permanent.

G. Prohibited Signs:

1. Flashing, moving or audible signs will not be permitted

2. Individual freestanding detached signs, pylon or roof mounted signs will not be permitted for Tenant's use unless specifically provided for in the Lease and approved by Landlord.

3. No can (cabinet) signs will be permitted.

4. Painted lettering will not be permitted.

5. Advertising devices such as flags and pennants shall not be permitted. Banners only shall be permitted for the grand opening and special events for a period of thirty (30) days with prior approval by the Landlord and subject to issuance of a permit by the City of Corona.

6. As regulated by the City of Corona.

EXHIBIT "D"

CERTIFICATE OF DELIVERY OF POSSESSION

LANDLORD: Parkridge Main LLC, a California limited liability company

TENANT: Roads Education Organization, a California non-profit corporation

TRADE NAME: Pivot Charter Schools

DATE OF LEASE: _____

SHOPPING CENTER: North Main Plaza

Tenant or its authorized representative hereby certifies that possession of the Premises was delivered on _____.

By: _____

Its: _____

EXHIBIT "E"

OPTION TO EXTEND TERM

Tenant shall have the right to extend the Term ("Option to Extend") for o**ne (1)** additional **five (5)** year periods (each an "Additional Term") provided Tenant gives Landlord written notice not more than three hundred sixty-five (365) days nor less than two hundred seventy (270) days prior to the expiration of the then current Term, of its election to exercise its option TIME BEING OF THE ESSENCE with respect to such notice. The Option to Extend is personal to Tenant and may not be exercised or assigned, voluntarily or involuntarily, by or to any person or entity.

Except as specifically set forth herein, each Additional Term shall be upon all of the terms and conditions of the Lease, except that Rent for the Additional Terms shall be as stated below:

First Option to Extend:
Year 1: $6,788.44 per month
Year 2: $6,958.15 per month
Year 3: $7,132.10 per month
Year 4: $7,310.40 per month
Year 5: $7,493.16 per month

Any articles which were intended to be a one time, initial provisions or concessions (including but not limited to free rent or a Construction Allowance) shall be deemed to have been satisfied and shall not apply to the Additional Terms. Also, there shall be no option to extend after the end of the Additional Term

Notwithstanding anything to the contrary set forth above, Tenant shall not have the right to exercise any Option to Extend if (i) Tenant has been in default under this Lease, beyond the applicable cure period; (ii) or Tenant is currently in default under this Lease at the time it exercises its Option to Extend; or (iii) Tenant is not in actual possession of all of the Premises; or (iv) Tenant is not open for business **excluding closures for school breaks as permitted under Section 6.2**. ~~All rights of Tenant under the provisions of this Exhibit E shall terminate and be of no further force or effect, even after Tenant's due and timely exercise of the Option to Extend, if, after such exercise, but prior to the commencement date of the Additional Term(s), (a) Tenants fails to pay Landlord a monetary obligation of Tenant for a period of five (5) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); or (b) Tenant fails to commence to cure a default within five (5) days after the date Landlord gives notice to Tenant of such default.~~

November 16, 2026

Via Email:
cloomis@rcoe.us

Riverside County Office of Education
Charter School Unit
Attn: Dr. Corey Loomis
3939 13th Street
Riverside, California 92501

Re: Request for Material Revision of Pivot Charter School Riverside

Dear Dr. Loomis:

Pivot Charter School Riverside (the "Charter School") respectfully submits this request for a material revision to its charter to the Riverside County Board of Education (the "Board") with oversight by the Riverside County Office of Education (collectively referred to herein as the "County"), to add a new facility. The materially revised charter is enclosed as Attachment A.

Pivot Charter School Riverside's campus is located at 700 N. Main Street, Corona, CA 92878. The Charter School seeks to add a second facility. The nature and scope of the change associated with this material revision is to lease the location at 718 North Main Street, Suite 104, Corona, California 92880, which would allow the Charter School to accommodate its continued growth and enhance its capacity to serve its students. In brief, the Charter School:

- Currently operates at 700 N. Main Street for grades K-12
- Already offers K-12 and would not be expanding grade levels. Rather, the new site would be to accommodate the current students and provide ample space for their education
- The nature and scope of the change associated with the MR is to open a new facility across the street from the current location.
- The location is at 718 North Main Street, Suite 104, Corona, California 92880.
- The campus is near North Main Street and Parkridge Ave.
- The location is approximately 2,000 sq. ft. and would include one elementary room, a conference room, three offices, a bathroom, and a reception area.

The requested change is educationally sound. The Charter School has operated successfully since 2011, with clean financial audits and improving oversight reports. The new facility will continue to serve the same community and implementing this change will not cause a disruption to the Charter School's educational programming. We believe that having more room for all students will help the Charter School excel.

The new site will not impact the County as the Charter School will maintain its current enrollment. The County will continue to authorize and monitor a single charter school. The sole purpose of this material revision is to provide a more comfortable and accommodating learning environment for all Pivot Charter School Riverside students. The budget has been updated to reflect the increased cost of the new facility. Enclosed as Attachment B is a three-year budget incorporating the cost of the proposed facility. The new facility is not planned to cause any increases to the number of enrolled students or the amount of staffing required for the school.

Charter Elements to be Revised Due to the Request for Material Revision

The following Charter Elements have been impacted by this requested change:

1. Miscellaneous Provisions – Facilities
    a. Address for new site

A reasonably comprehensive description of any new requirements of law since the charter was approved is included within the redlined version provided as Attachment A. These changes primarily include:

1. Affirmations and Declaration
2. Element I:
    a. Addition of reading screener requirement.
    b. English learner reclassification procedures.
3. Element II:
    a. Remove deadline for mid-year Local Control and Accountability Plan update.
4. Element IV:
    a. Addition of the requirement for the Board to approve any contract that compensates an individual contractor more than $100,000 in a fiscal year.
    b. Affirmation that the Board will adopt a contracting policy.
    c. Updated Board training requirements.
5. Element VI:
    a. Updated the procedures for background checks, including the addition of background checks for subcontractors.
    b. Updated the requirement for mandated child abuse and neglect reporting and training.
    c. Addition of suicide prevention resources on student identification cards.
    d. Addition of referral protocols for addressing student behavioral health concerns.
6. Element IX: Financial Audit:
    a. Removed pursuant to Assembly Bill 126 (Stats. 2026, ch. 65). The following elements were all renumbered to reflect the change in statutory citations and the removal of the Financial Audit.
7. Element IX:
    a. Updates statutory citations throughout.
8. Element XIV:

a. Updated the closure procedures to reflect the dissolution of assets to meet new State Teachers' Retirement System requirements.

9. Miscellaneous Charter Provisions:
    a. Updated dates and statutory citations from AB 126.

Timeline

A charter petition is deemed received by the county board of education on the day the petitioner submits a petition to the county office of education, along with a signed certification that the petitioner deems the petition to be complete. The following certification is submitted in compliance with Education Code Section 47605(b).

No later than 60 days after receiving a petition, the county board of education shall hold a public hearing on the provisions of the charter. Following review of the petition and the public hearing, the county board of education shall either grant or deny the charter within 90 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension.

Enclosures in Support of this Request for a Material Revision

In accordance with Education Code Section 47607, and in support of this request for material revision, the Charter School has also enclosed the following documents:

A. Documentation supporting the facility including: The lease. Attachment D.
B. Financial statements and a proposed operational budget for each remaining year in the charter term. Attachment B.
C. An updated "redlined" charter petition with changes to reflect the material revision including a reasonably comprehensive description of any new requirements of charter schools enacted into law after the charter was originally granted or last renewed. Attachment A.
D. A copy of the clean version of the material revision. Attachment C.

Certification

In compliance with Education Code Section 47605(b), I make the following certifications:

1. That I am the authorized representative, and that I am competent and qualified to certify to the matter herein;
2. That, as authorized representative, I authorize that the material revision be submitted to the Riverside County Board of Education;
3. That, as authorized representative, I have personal knowledge of the facts forming the basis of this certification;
4. That I make this certification for purposes of Education Code Section 47605(b) only and as required by the County; and
5. That I deem the revised charter petition and request for the material revision to be complete.

* * *

The Charter School sincerely appreciates the County's support and partnership in service to the Charter School's families and looks forward to working with the County to efficiently and timely process this request. Should you have any questions, please do not hesitate to contact me at jgaskell@pivotcharter.org or 530.550.7616.

Sincerely,

Jayna Gaskell

Jayna Gaskell
Executive Director

PIVOT CHARTER SCHOOL RIVERSIDE

Renewal Charter School Charter Petition

Submitted to
Riverside County Board of Education
February 6, 2026
Material Revision Submitted November 16, 2026

Charter Term: July 1, 2026 through June 30, 2031
700 N. Main Street
Corona, CA 92878

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I Certification of Complete Charter Petition

J CCSA Letter of Support

K El Dorado Charter SELPA Letter of Good Standing

L UC Riverside Letter of Support

M Lease for new facility

AFFIRMATIONS and DECLARATION

As the authorized lead petitioner, I, Jayna Gaskell, hereby certify that the information submitted in this petition for renewal of a California public charter school named Pivot Charter School Riverside ("Pivot Charter School," "Pivot Riverside," "Pivot," or the "Charter School"), operated by Roads Education Organization ("Roads"), a California non-profit public benefit corporation, and authorized by the Riverside County Board of Education ("RCBOE") with oversight by the Riverside County Office of Education ("RCOE) (collectively referred to herein as the "County"), is true to the best of my knowledge and belief; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]

- Roads Education Organization declares that it shall be deemed the exclusive public school employer of the employees of Pivot Charter School Riverside for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]

- The Charter School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the

aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

- The Charter School shall meet all requirements for employment 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)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- If a 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. [Ref. Education Code Section 47605(e)(3)]

- The Charter School 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. [Ref. Education Code Section 47605(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not

encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment; (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- The Charter School shall, on a regular basis, consult with its parents, legal guardians, and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)]

- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq*. ("CPRA").

- The Charter School shall comply with the Family Educational Rights and Privacy Act 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").

- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* ("Brown Act").

- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").

- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").

- The Charter School shall comply with Education Code Section 51744, *et seq.* related to independent study, as applicable.

- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

- The Charter School shall comply with the financial audit requirements of Education Code Section 41020, as mandated by AB 126 (2026). [Ref. Education Code Section 47605(m)]

Name: Jayna Gaskell, Lead Petitioner, Executive Director, Roads Education Organization

Signature: Jayna Gaskell

Date: 2/6/2026

BACKGROUND

.

Pivot Riverside Serves At-Promise Students

Pivot Riverside is a small, independent study charter school serving K-12 students in Riverside County as well as adjacent counties in accordance with Education Code Section 51747.3. The student, parent, and a supervising credentialed teacher contract (through the independent study written agreement) and work as a team to facilitate the student's specific educational pathway.

As reflected in the 2025 California School Dashboard, Pivot Riverside had an enrollment of 170 students, of which 62.9% were socioeconomically disadvantaged ("SED"), 27.6% were students with disabilities ("SWD"), and 7.1% were English Learners ("ELs") and 7.6% were homeless youth. Pivot Riverside serves nearly double the percentage of students with disabilities, as well as those who are identified as foster students, compared to local schools, Riverside County, and the state

2024-2025	Enrollment	Socioeconomically Disadvantaged	Students with Disabilities	English Learners	Homeless Youth	Foster Youth
Pivot Charter School Riverside	**170**	**62.90%**	**27.60%**	**7.10%**	**7.60%**	**1.20%**
Corona-Norco Unified	**49,487**	**71.30%**	**14.00%**	**13.30%**	**0.90%**	**0.50%**
Riverside County	**419,992**	**74.30%**	**15.00%**	**15.90%**	**3.30%**	**0.70%**
California	**5,806,221**	**63.60%**	**14.20%**	**17.40%**	**4.00%**	**0.50%**

CDE DataQuest (2024-25)

Demographic Trends

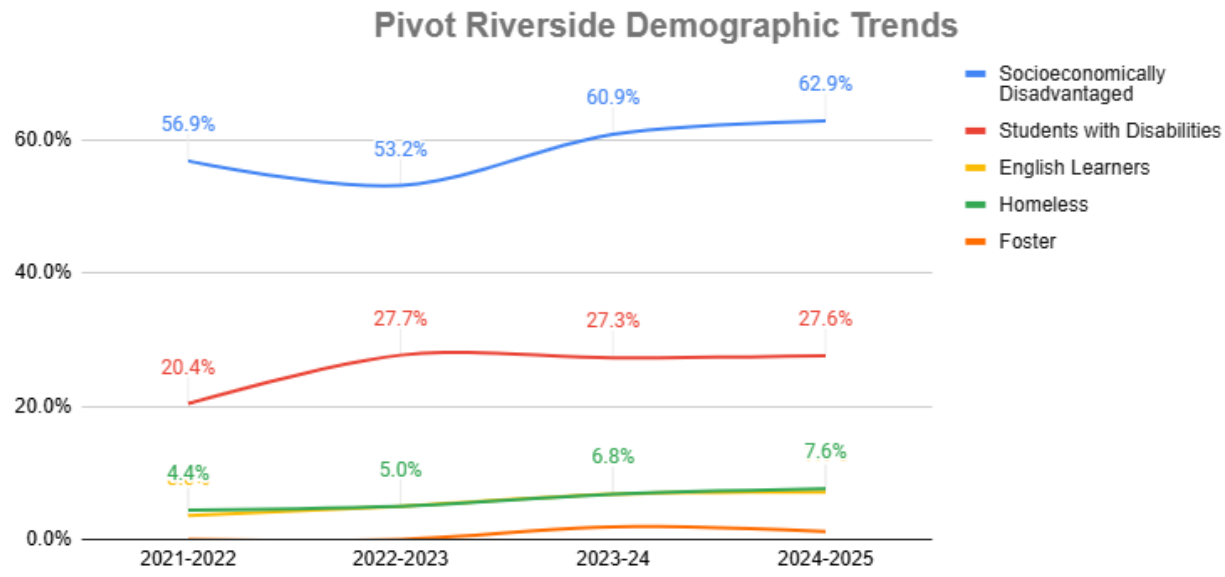
When looking at the demographics of total enrollment over the past four years, the percentage of students identified as SED has averaged around 60%. Notably, Pivot Riverside has also served about 27% SWD over the past three years. Pivot Riverside is also serving an increased percentage of students who are English Learners which percentage has also reached an all-time high.

Pivot Riverside Historical Student Demographics:

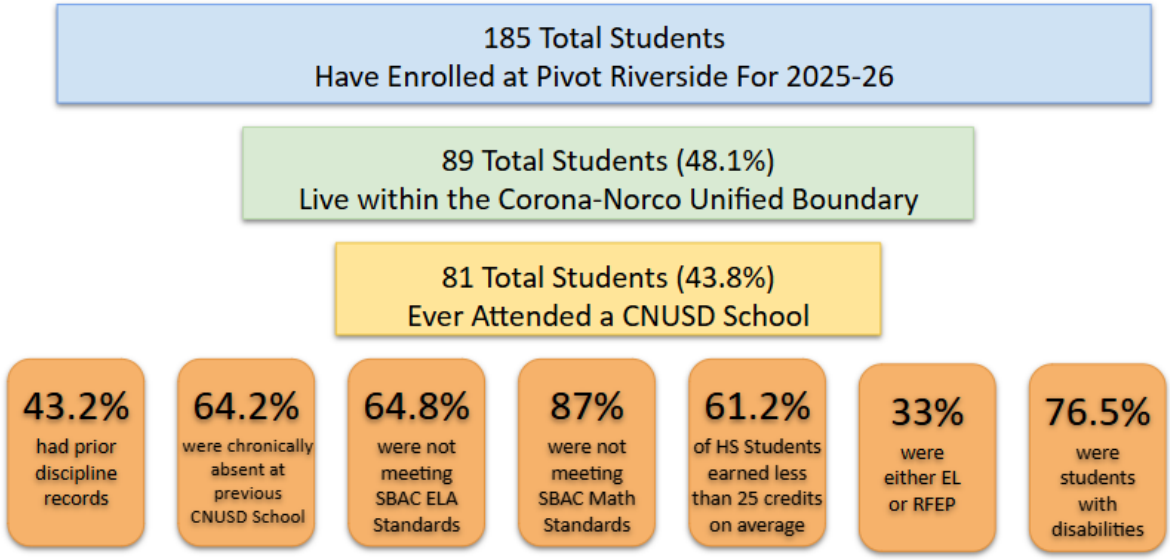
School Year	2021-2022	2022-2023	2023-24	2024-2025

Socioeconomically Disadvantaged	56.9%	53.2%	60.9%	62.90%
Students with Disabilities	20.4%	27.7%	27.3%	27.60%
English Learners	3.6%	5.0%	6.8%	7.10%
Homeless	4.4%	5.0%	6.8%	7.60%
Foster	0.0%	0.0%	1.90%	1.20%

CDE DataQuest



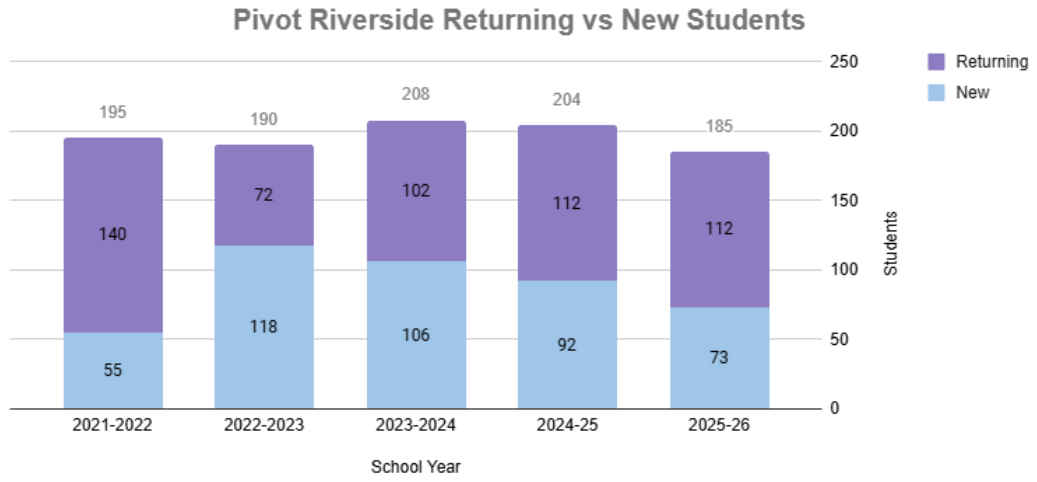
While Pivot's student population for the 2024-25 academic year was 170, the total number of students enrolled during the span of that academic year numbered 207. Detailed information describing the total enrollees for the current 2025-2026 school year follows.



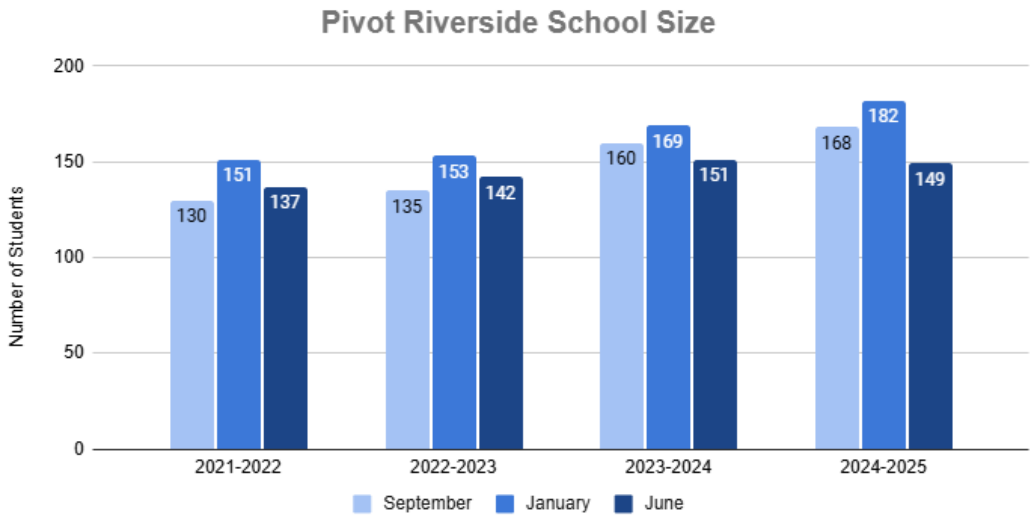
Of the 81 students who had ever attended a Corona-Norco Unified School District ("CNUSD") school prior to attending Pivot Riverside, 43.2% had prior discipline records (i.e., were suspended or expelled); 64.2% were chronically absent at their previous school (i.e., absent for more than 10% of school days during the school year); 64.8% were not meeting their ELA Smarter Balanced Assessment Consortium ("SBAC") standards (i.e., received a score of 2 of lower on their most recent test); 87% were not meeting their math SBAC standards (i.e., received a score of 2 or lower on their most recent test); 61.2% of the high school students earned less than 25 credits on average in high school prior to attending Pivot Riverside; 33% were either EL or Reclassified as Fluent English Proficient ("RFEP"); and 76.5% were students with disabilities (i.e., had an IEP when they enrolled at Pivot Riverside). This breakdown highlights the unique needs of the students who have and will choose to enroll at Pivot Charter School when leaving their previous school.

Continuous Enrollment

Pivot Riverside serves students who need an alternative to larger traditional schools. Because of the circumstances under which students enroll at Pivot Riverside, many students do not remain enrolled for long periods of time. Accounting for enrollment fluctuations, Pivot has served a total of 185 students in the 2025-26 school year so far, with 39.46% of students (73) only enrolled for one year. Each school year, almost half of the students enrolled throughout the year are students new to Pivot Riverside. Often, students and their families utilize Pivot Riverside as a transitional opportunity while navigating tough situations, finding another placement or program for their student. The re-enrollment rate at Pivot Riverside is increasing gradually.

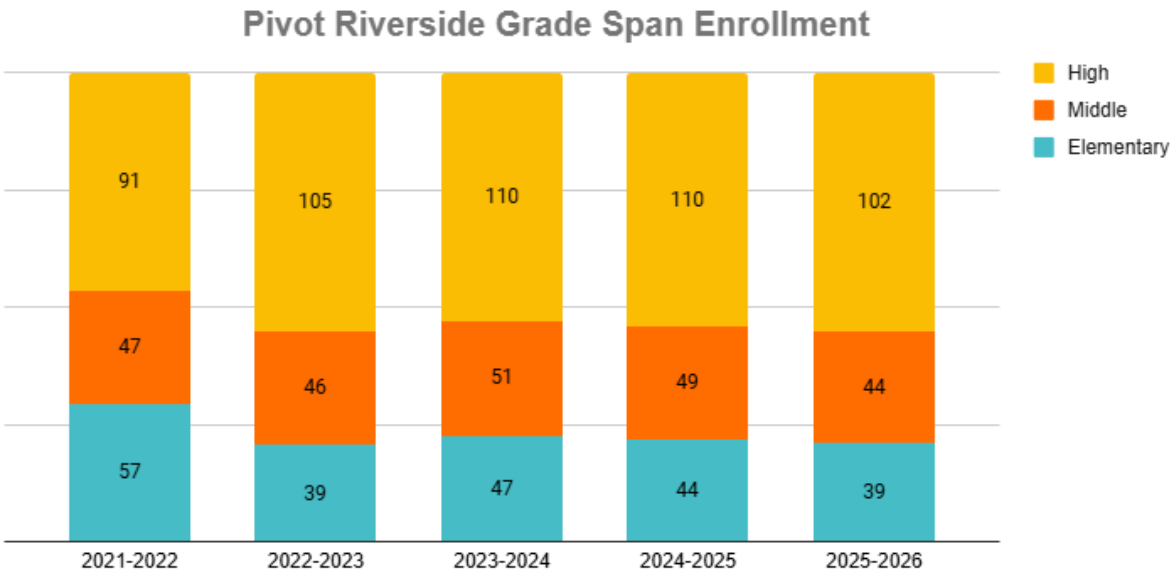


Students enroll at Pivot Riverside throughout the school year, with many enrolling mid-year as they search for a better educational fit, or as their school needs change. Pivot Riverside has remained small in order to maintain its unique program that focuses on individual support for struggling students.



Grade Level Enrollment

Pivot Riverside serves students at all grade levels from K-12. Its elementary and middle school programs have stayed approximately the same size over the years while its high school enrollment has decreased. However, high school remains the largest program at Pivot Riverside by far.



School Year	2021-22	2022-23	2023-24	2024-25	2025-26
Elementary	57 (29.23%)	39 (20.00%)	47 (24.10%)	44 (21.67%)	39 (21.08%)
Middle	47 (24.74%)	46 (24.21%)	51 (26.84%)	49 (25.79%)	44 (23.78%)
High	91 (43.75%)	105 (50.48%)	110 (52.88%)	110 (57.89%)	102 (55.14%)

Students who enroll at Pivot Riverside reside in Riverside County and adjacent counties. Of the 187 students who enrolled throughout the 2025-26 school year, 48.1% (89) lived within the Corona-Norco Unified School District boundary. Fewer than that, 43.8% (81), had ever attended a CNUSD school prior to enrolling at Pivot Riverside.

Pivot Riverside		
2025-26 School Year		
Prior School District	**Number of Students**	**Percentage of Students**
Alvord Unified	28	15.14%
Capistrano Unified	4	2.16%
Corona-Norco Unified	89	48.11%
Fontana Unified	5	2.70%
Jurupa Unified	11	5.95%
Lake Elsinore Unified	6	3.24%
Moreno Valley Unified	7	3.78%

Orange Unified	2	1.08%
Perris Union High	4	2.16%
Riverside Unified	19	10.27%
Temecula Valley Unified	2	1.08%

English Learner Population

Pivot Riverside has seen an increase in students identified as English Learners. The Charter School has increased the number of Spanish-speaking staff, increased the amount of Spanish-language parent/guardian support sessions and created a stipended independent study teacher role to support our EL students with targeted interventions. Pivot Riverside has also been improving the EL curriculum that students access and created four (4) new EL workshops for varying levels of English Learners.

School Year	2021-22	2022-23	2023-24	2024-25
EL	5	7	11	12
RFEP	12	10	8	13
Total	17	17	19	25
Total %	12.4%	12.1%	11.8%	14.7%

CDE DataQuest

Ethnic and Gender Student Population Data

Pivot Riverside has maintained a steady ratio of Hispanic to non-Hispanic students throughout the past five years, as well as a steady ratio of female to male students.

School Year	2021-22	2022-23	2023-24	2024-25	2025-26
Hispanic	51.4%	48.7%	46.3%	39.10%	37.60%
Not Hispanic	48.6%	51.3%	53.7%	60.90%	62.40%

School Year	2021-22	2022-23	2023-24	2024-25	2025-26
Female	46.40%	51.00%	47.90%	53.10%	48.90%
Male	52.50%	49.00%	51.70%	46.90%	51.10%
Nonbinary	1.10%	0.00%	0.50%	0.00%	0.00%

Pivot Riverside continues to serve a diverse population of students, as seen by the ethnic/national origin breakdown below.

School Year	2021-22	2022-23	2023-24	2024-25	2025-26

Asian Indian	2.00%	0.50%	0.90%	1.40%	1.10%
Asian	0.50%	0.50%			
Asian Indian	1.50%	1.60%			
Black or African American	12.60%	7.80%	6.60%	8.20%	11.80%
Cherokee			0.50%		
Cuban		0.50%	0.50%	0.50%	0.50%
Declined to State	3.00%	2.60%	1.90%	1.00%	1.10%
Filipino	0.50%	0.50%	1.90%	1.90%	4.30%
Guamanian	0.50%	3.10%	2.40%	2.40%	2.70%
Hispanic or Latino	15.60%	17.70%	20.40%	11.10%	7.50%
Laotian				1.90%	0.50%
Mexican American	18.10%	16.70%	17.10%	9.70%	7.50%
Middle Eastern	1.50%	1.60%	2.40%	1.40%	0.50%
Other Asian	1.50%	1.00%	0.50%	1.00%	2.70%
Other Pacific Islander	1.00%	0.50%		0.50%	1.60%
Salvadoran			0.50%		
Samoan			0.50%		
Unspecified	1.00%				
White	40.70%	45.30%	44.10%	58.90%	58.10%

Academic Criteria for Renewal

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the Charter School on the state and local indicators reported on the California School Dashboard ("Dashboard"), and, in some circumstances, the performance of the Charter School on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance based on Dashboard data and metrics as compared to state average for all students and for subgroups. The California Department of Education evaluates all charter schools and places them in renewal tracks annually and makes that report available to the public. In accordance with law and the CDE's performance category designations, Pivot merited the middle-performing category. We present evidence and data below to demonstrate that Pivot has met the renewal criteria for a five-year renewal.

Education Code Section 47607.2(b) states:

(1) For all charter schools for which [top and bottom tier] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the Charter School on the state indicators included on the [Dashboard] and the performance of the Charter School on the local indicators included in the [Dashboard].

(2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

(3) In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:

   A. The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.

   B. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

(4) Subparagraphs (A) and (B) of paragraph (3) shall be demonstrated by verified data…

Education Code Section 47607(c)(3) defines measurements of academic performance as statewide assessments on the California Assessment of Student Performance and Progress ("CAASPP") system, or any successor system, the English Language Proficiency Assessments for California ("ELPAC"), or any successor system, and the college and career readiness indicator. Education Code Section 47607.2(c)(1) specifies that verified data is data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced. Pivot Riverside utilizes i-Ready as verified data, which will be discussed in more detail below.

Student Performance



Pivot Riverside's dedication to serving its students can be seen through various student performance indicators, as measured by the Dashboard, verified data from i-Ready, and survey input from students and families.

The following chart reflects the Charter School's 2025 Dashboard performance indicators and distance from standard ("DFS"), as compared to the state.

Indicator	Pivot	RCOE	State
Chronic Absenteeism	25.9%	42.9%	17.1%
Suspension Rate	0.5%	0.2%	2.9%
English Language Arts ("ELA")	-48.1	-140.7	-8.1
Math	-137.1	-81.1	-42.4

The Charter School is in the same category as the state for Suspension Rate and in a higher category than the County for Chronic Absenteeism. The Charter School is in the same category as the County for ELA.

On the 2025 Dashboard, in the area of Academic Engagement, Riverside's graduation rate improved by 25% to a 75% graduation rate. This meaningful growth is the result of focused efforts to build individualized graduation plans for students at Pivot Riverside. Pivot Riverside also saw a decrease in chronic absenteeism of 8.2% on the 2025 Dashboard, as a result of targeted attendance improvement interventions for K-8 students.

In the area of Academic Performance, Pivot Riverside saw some areas of improvement and other areas in need of improvement, as measured by the 2025 Dashboard. Pivot Riverside saw an increase of 26.9% of students graduating who are college and career prepared. This is due to some major changes in Pivot's approach to College and Career Preparedness, which raised this indicator from 0% to 26.9% in just one year. An increase in student participation in college courses, rigorous A-G coursework, and student performance on the CAASPP have contributed to the increase.

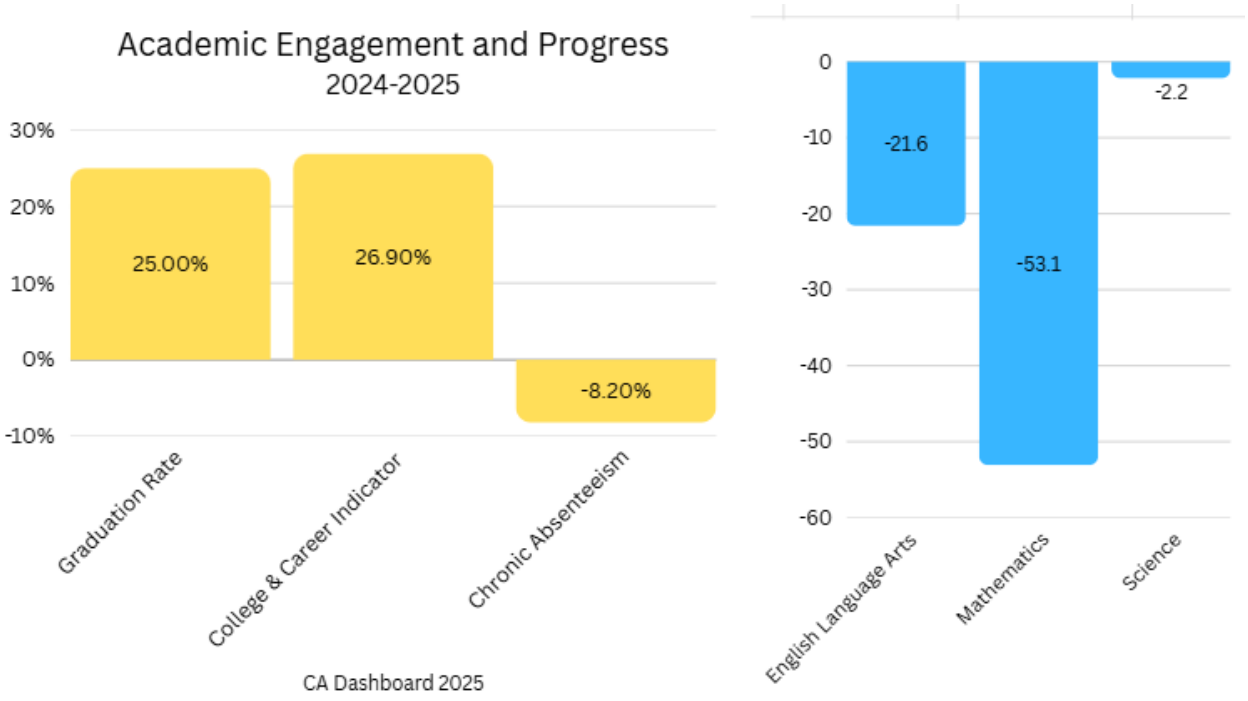
In the areas of English Language Arts, Mathematics, and Science, Pivot Riverside saw declines. Pivot, which the Charter School is working to address, including a comprehensive curriculum review. Pivot Riverside did not have enough students for data in the area of English Learner Progress on the 2025 Dashboard. Pivot administration has analyzed and reflected on these outcomes with school leadership, general education teachers, and special education teachers. We believe the declines have two main causes.

First, due to its online, independent study structure, Pivot Riverside had historically struggled with ensuring that all students completed state testing. Since the remote testing option became available, the school has been able to meet the 95% testing threshold for three years in a row. Pivot Riverside must now shift its messaging to families from beyond just completing the test and to ensuring that students have what they need to do their best. This school year, Pivot Riverside plans to develop resources for teachers to have conversations with families about the importance of state testing and to work to test as many students as possible at the school site, as opposed to virtually.

Secondly, Pivot Charter Schools have used Apex Learning as their primary curriculum for over a decade. Apex Learning was acquired by Edmentum Courseware in 2021. Since then, Apex courses have no longer been meaningfully updated. Pivot believes that the curriculum is therefore no longer meeting the needs of its students. For this reason, the Pivot curriculum underwent a broad curriculum review in the 2024-2025 school year. This year, 2025-2026, Pivot is piloting two new curriculum options. Pivot plans to make a full switch to a new curriculum in the 2027-2028 school year. Pivot believes that by improving our online curriculum, the primary instructional tool in this setting, student outcomes, as measured by standardized testing, will also improve.

In the area of School Climate, Pivot Riverside continues to sustain a "low" suspension rate, as measured by the Dashboard. Student and parent surveys also continue to demonstrate a strong

school community and satisfaction with Pivot's programs. Pivot Riverside also utilized verified data and alternative data to measure its progress and success, which are explored in this section below.



Graduation and College and Career

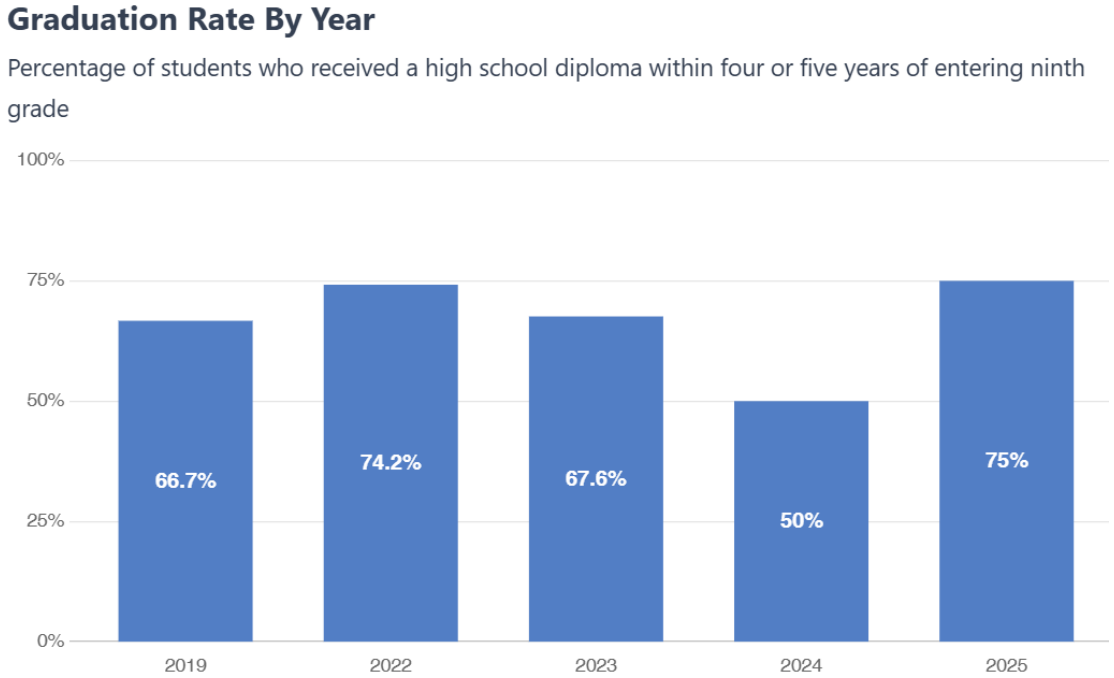
Pivot Riverside saw a large improvement in both graduation rate and college and career preparedness in the 2024-25 school year. In the past school year, Pivot has developed a system for individual graduation plans for each 12th grade student and a tracking system for college and career preparedness opportunities. The individual graduation plans ensure that each student has a clear path to graduation that is presented to them at the beginning of their senior year. This plan often includes required courses that may have been failed or missed during the previous school years. Pivot's online curriculum allows it to offer any course a student needs to make it to graduation, even if they have become credit deficient throughout their high school career.

College and Career Preparedness gains were seen in various categories, including SBAC scores, A-G completion, and college course enrollment. Through improvements to curriculum, strengthening of instructional practices, ensuring equitable access, Pivot Riverside is seeing an increasing number of students meet A-G requirements upon graduation. In addition to this improvement, Pivot's Academic Counselor has worked to increase student participation in college courses in high school, through partnerships with various California Community Colleges and one-on-one college and career counseling meetings with students.

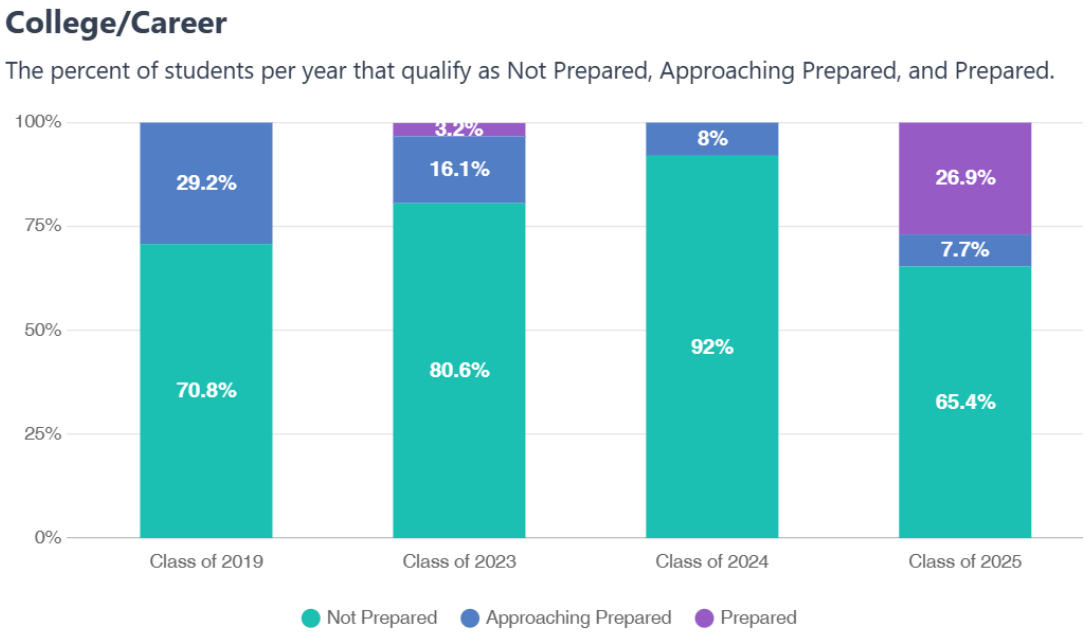
Pivot Riverside's improvements highlight its commitment to enhancing student outcomes in career preparation and graduation success.

The following schools were chosen to compare our growth in graduation rate based on these schools being of similar size and/or of similar size.

School	Career Readiness	Change	Graduation Rate	Change
Alvord Unified	50.7%	+7.1%	94%	+1.8%
Come Back Kids (CBK) Charter School	4.6%	-0.8%	59.1%	-17.3%
Corona-Norco Unified	59%	+6.1%	95.9%	-0.4%
Excelsior Charter School Corona-Norco	21.9%	-6.7%	90.6%	-0.8%
Jurupa Unified	63.8%	+8.7%	92.4%	-0.8%
Murrieta Valley Unified	64%	+3.2%	97.8%	0%
Pivot Riverside	**26.9%**	+26.9	**75%**	+25%
Riverside Unified	52.6%	+3.4%	95.6%	+1.1%
Scale Leadership Academy - East	35.6	- 4.9%	93.8%	+7.4%
River Springs Charter School	67.1	+17.1	92.3%	+4.4%



The above graph from the 2025 school year demonstrates that Pivot Riverside had its highest graduation rate since it began to be measured.



Although Pivot's College/Career indicator did not receive a color for the past three years, the above chart from the Dashboard shows that Pivot Riverside is gaining momentum in building a college and career preparedness structure for its students. Pivot's College/Career indicator had a sizable increase on the 2025 Dashboard of 26.9%.

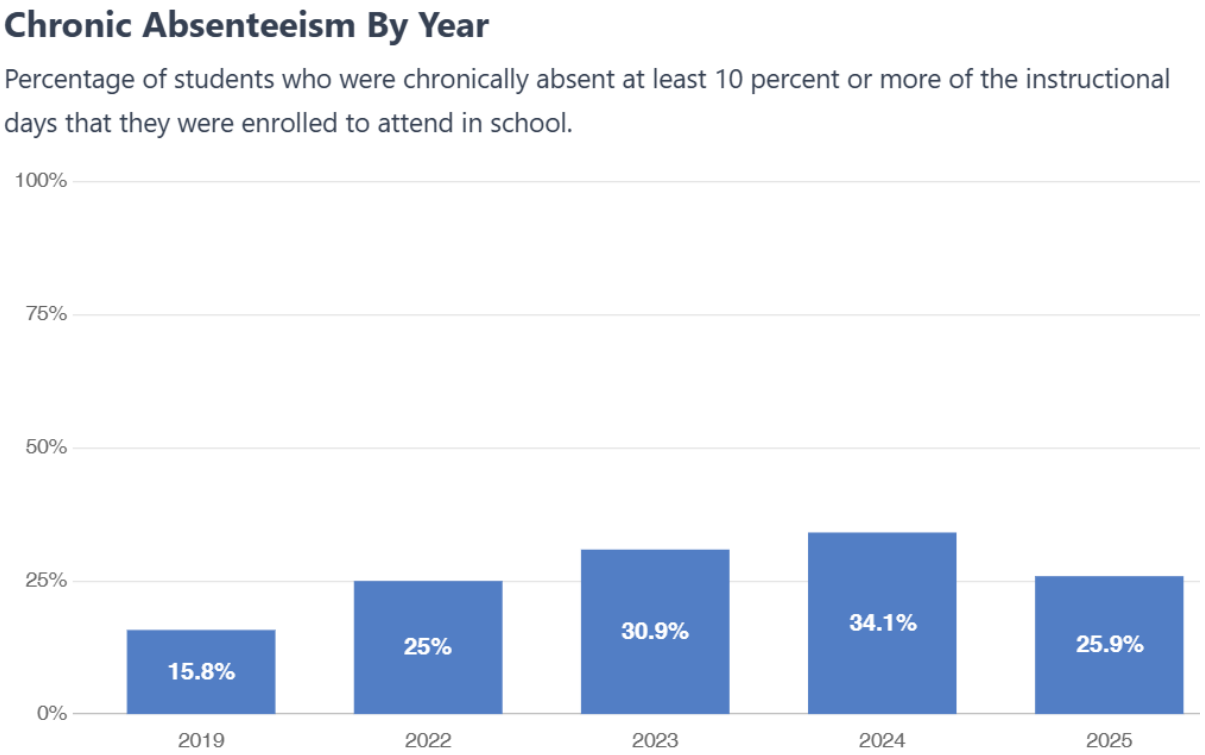
CCI	2023	2024	2025
Pivot	3.2% "Very Low"	0%	26.9%
County	2.9% "Very Low"	12.8%	3.8%
State	43.9% "Medium"	45.3%	51.7%

Furthermore, as indicated by the table above, although Pivot's College/Career indicator was lower than the County's on the 2024 Dashboard, Pivot experienced an increase in 2025, while the County experienced a decline.

Chronic Absenteeism

	2023	2024	2025
Pivot	30.9%	34.1%	25.9%
County	41.2%	38.7%	42.9%
State	24.3%	18.6%	17.1%

Pivot created a system for tracking attendance rates for all K-8 students enrolled. On a weekly basis, Pivot Riverside teachers, administrators, counselors, and special education teachers use this data to discuss how to support. This practice resulted in a decline of the rate of students who were chronically absent during the school year.



This chart from the Dashboard shows that Pivot Riverside is beginning to return to pre-pandemic levels of chronic absenteeism. Pivot Riverside expects attendance to continue to improve, with a goal to reach similar pre-pandemic levels in the coming school years.

Suspension Rate

	2023	2024	2025
Pivot	0%	0%	0.5%
County	0.3%	1.2%	0.2%
State	3.5%	3.2%	2.9%

While the Suspension Rate for Pivot rose slightly from 2024 to 2025, Pivot has consistently maintained a low Suspension Rate over the past three years. Pivot's Suspension Rate has been lower than the state's for the past three years.

Local Indicators

The following chart reflects the Charter School's 2025 Dashboard Local Indicators.

Indicator	
Basics: Teachers, Instructional Materials, Facilities	"Standard Met"
Implementation of Academic Standards	"Standard Met"
Parent and Family Engagement	"Standard Met"
Local Climate Survey	"Standard Met"
Access to a Broad Course of Study	"Standard Met"

English Language Arts Performance Level and DFS

Demographic	2023	2024	2025
Pivot	-13.6	-26.5	-48.1
Socioeconomically Disadvantaged ("SED")	No performance color	-10.5	-61.3
County	-154.1	-163.3	-140.7
State	-13.6	-13.2	-8.1

Although Pivot's DFS for ELA has increased over the past three years, Pivot was in the same performance category as the state for 2023 and 2024. Furthermore, Pivot's DFS for ELA has been significantly less than the County's over the past three years.

Mathematics

Demographic	2023	2024	2025
Pivot	-76.6	-84.0	-137.1
Socioeconomically Disadvantaged	No performance color	-61.0	-153.6
County	-191.1 No performance color	-229.3	-207
State	-49.1	-47.6	-42.4

Although Pivot's DFS for Math has increased over the past three years, Pivot has outperformed the County for the past three years. In addition to implementing improved structures for the administration of state testing and the comprehensive curriculum review outlined above, Pivot is taking additional steps to address the declines in math scores. In the 2024-2025 school year, Pivot began to require that all high school students complete three years, or 30 credits, of mathematics during high school.Pivot believes that this requirement will support its 11th graders in better meeting math standards. In addition, Pivot had worked to enrich its math courses for all students by adding many custom activities into its online curriculum. These additions include additional math skills practice on IXL Learning and i-Ready Learning. IXL allows students to

practice the grade-level skill they are learning until they demonstrate mastery. i-Ready Learning gives students the opportunity to practice skills they may have missed from previous grade-levels. Pivot's hope is that adding these additional opportunities for practice will support students' math knowledge and abilities.

CAASPP Performance

Pivot Riverside was purposefully established to serve students who are slipping through the cracks in a traditional program, students who have not met with success in a traditional school for many reasons, and students who need more support to perform to their abilities. By the nature of the mission of the Charter School, Pivot thereby enrolls students with very low academic self-confidence, low test scores, low motivation, or a need for a small environment, and helps turn them around; "pivot" their attitudes toward school, their future and learning. Oftentimes that means we are turning them around so they can go back to a traditional school environment and succeed, or they focus on graduating from Pivot Riverside and become more than prepared to succeed in post graduate studies or life. Few students are at Pivot Riverside for years on end. This makes test score analysis very challenging as the student population is so different from one year to the next; the cohort of students testing each year is minimal. Approximately one half of each school year's enrollment is made up of new students. With a large influx of new students each year, it is difficult to compare SBAC scores from year to year.

Additionally, Pivot Riverside is predominantly a high school with only one third of the student population in grades K-8 who are eligible to take the assessments. In the 2024-25 school year, of the 170 students enrolled on census day, 83 students were required to take the SBAC assessments in grades K-8 and 11 at Pivot Charter School Riverside; that amounts to approximately 48% of the overall population.

Pivot Riverside uses SBAC scores and other data to drive programmatic changes such as adding face-to-face math and English workshops, as well as online workshops for virtual students. Pivot Riverside has also implemented the i-Ready program to allow it to assess students throughout the year. i-Ready demonstrates how students might perform on the SBAC tests. i-Ready remediation curriculum is developed for each individual student.

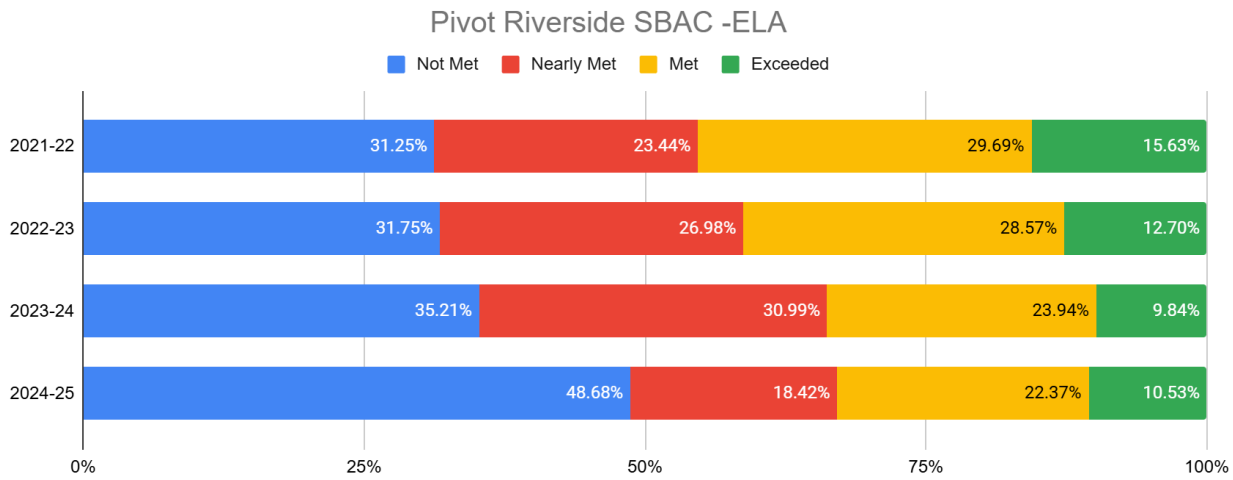
We have found that many of the disenfranchised students who are attracted to Pivot Riverside as an alternative are coming to Pivot Riverside with below average test scores. Therefore, our goal has been to help them improve, learn, and demonstrate growth in their knowledge base.

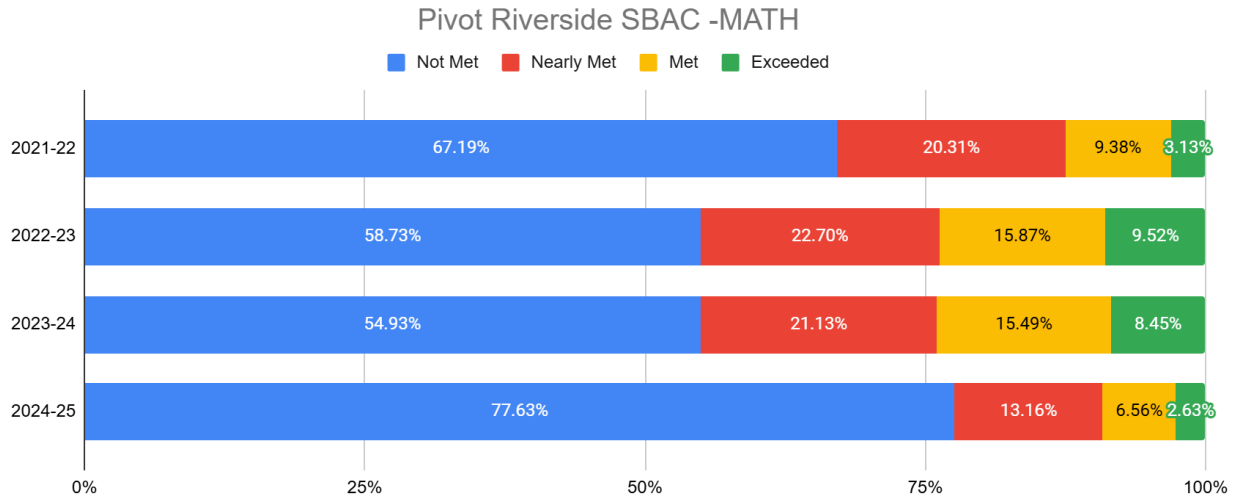
Using CAASPP scores for Pivot Riverside as our measure of achievement, we look at the difference between the prior year and 2023-24 school year for both English language arts and math. We compare our achievement data Corona, as well as our own overall growth.

SBAC Scores

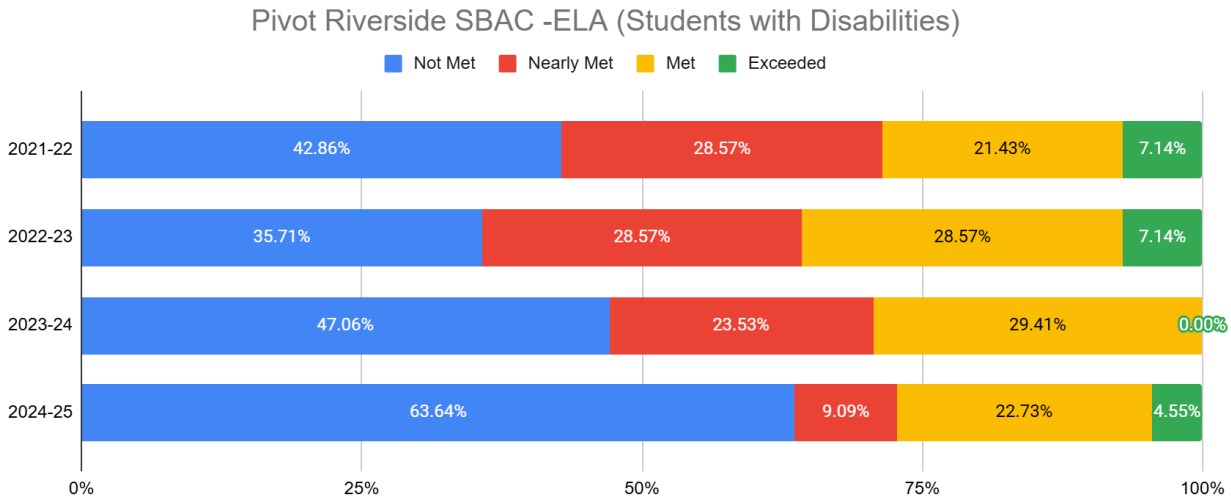
Pivot Riverside, a small charter school with 167 students enrolled during the 2024 Spring testing window (April 15, 2024 - June 7, 2024), had 87 students in grades 3-8 and 11 participate in the SBAC state standardized tests for ELA and math. With a predominantly high school (70% of total enrollment) student population, and with significant student turnover (over 50% annually), it is challenging to pinpoint programmatic changes that might influence year-over-year SBAC scores. Of the 87 students participating in the SBAC in 2024-25, 32 were in their first year at Pivot (36%). Pivot continues to work to improve results on state testing and support students who are struggling to meet standards in ELA and Math. With only half of our students being the same students from one year to the next, it is difficult to measure schoolwide growth in SBAC. Additionally, the majority of our students are high school students, so the number of students testing is very small because high school students are only tested in 11th grade.

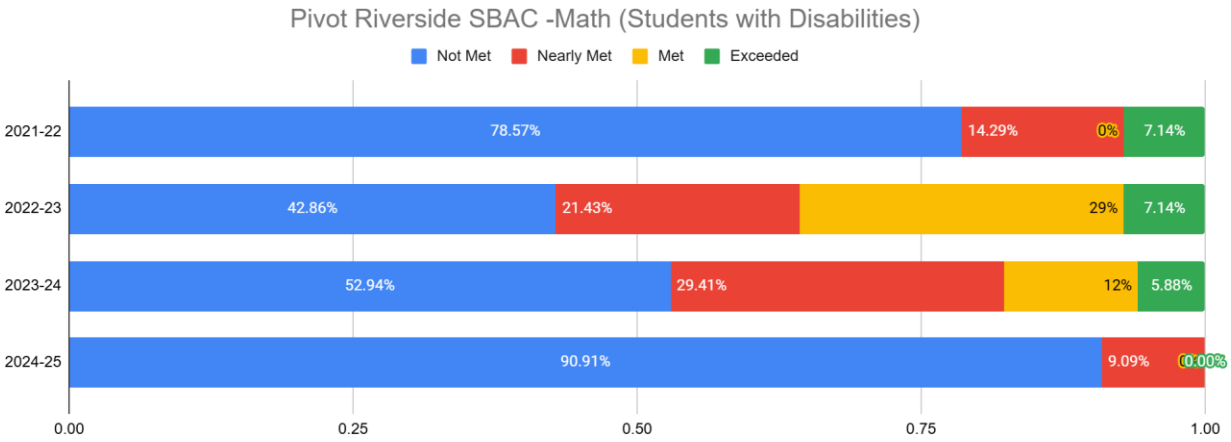






Between the 2021-22 and 2024-25 school years, Pivot Riverside's overall SBAC scores for ELA and Math indicate the need for continued reflection on student learning at Pivot in these areas. In ELA, the percentage of students meeting or exceeding standards remained fairly consistent in 2023-24 (33.78%) and 2024-25 (32.9%), but remained lower than in 2022-23 (41.27%). In Math, there was an increase in students at or above standard in 2024-25 (32.9%), when compared to the previous two school years (23.9% in 2023-24 and 25.39% in 2022-23). However, Pivot Riverside also saw the number of students not meeting standard increase (77.86%), when compared to the prior two years (54.93% in 2023-24 and 58.73% in 2022-23). These results will drive planning for future school years to improve student outcomes in these areas.



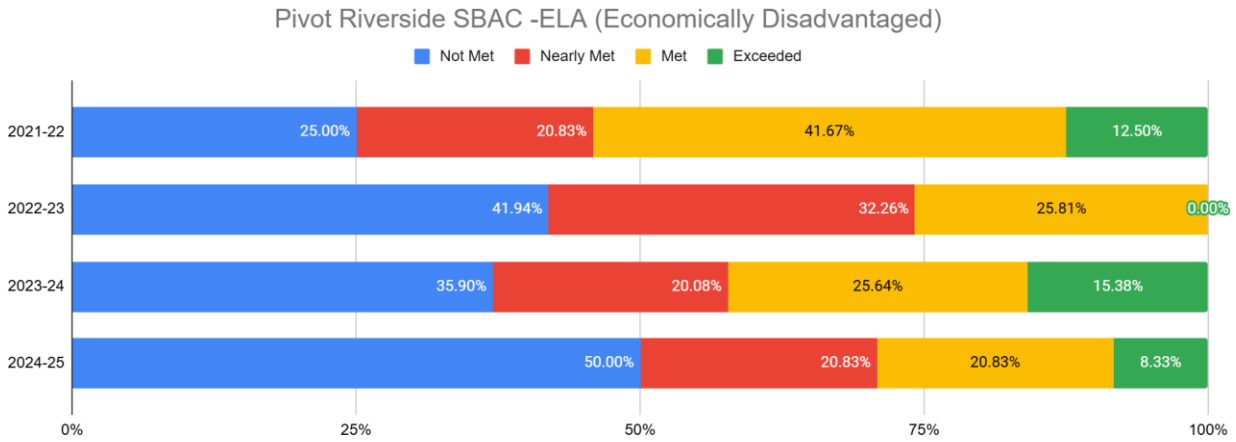


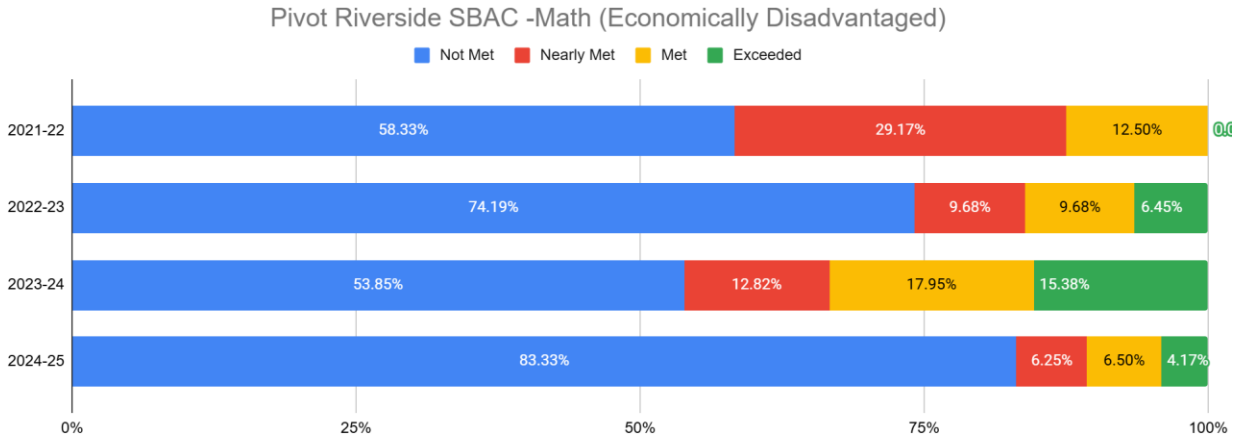
SWD at Pivot Riverside face a challenge in meeting state standards in both ELA and Mathematics. In the 2024-25 school year, 22 SWD participated in state testing in 2024-25, with 6 students (28%) being in their first year at Pivot.

While a similar percentage of students remained at or above standard in ELA between 2022-23 (29.41%) and 2024-25 (27.28%) , the number of students not meeting the standard has increased each of the past three school years. This trend is concerning in Mathematics, where the percentage of SWD meeting or exceeding standard declined from 35% in 2022-23 to 0% in 2024-25.

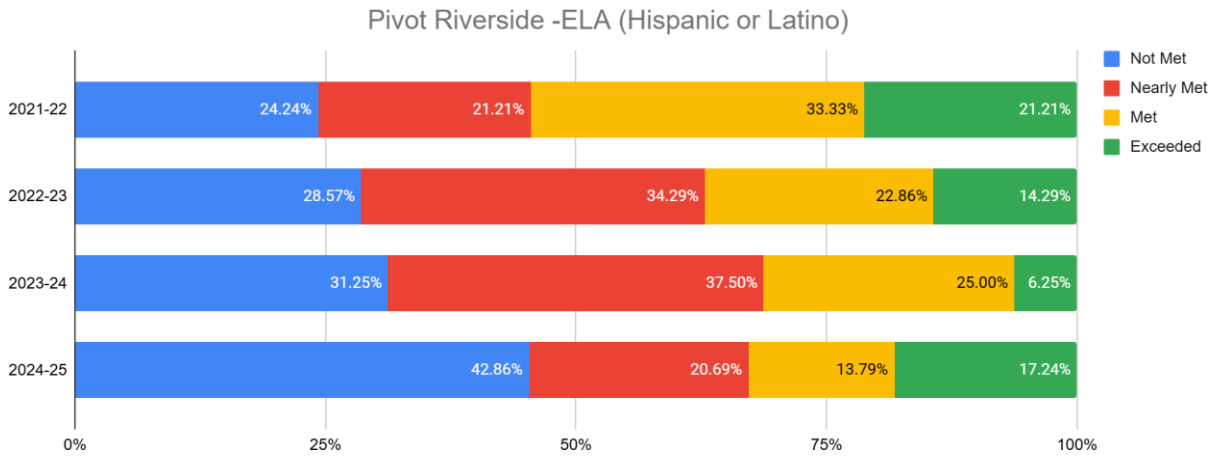
Pivot has attempted to improve learning through the creation of foundational skill-building (remediation) courses. These courses have been utilized at a higher percentage for SWD over the past two school years. These results, however, indicate those courses are not yet having the intended impact and may inadvertently be limiting students' exposure to necessary grade-level rigor. Pivot is therefore examining these courses, as well as recent research into remediation and

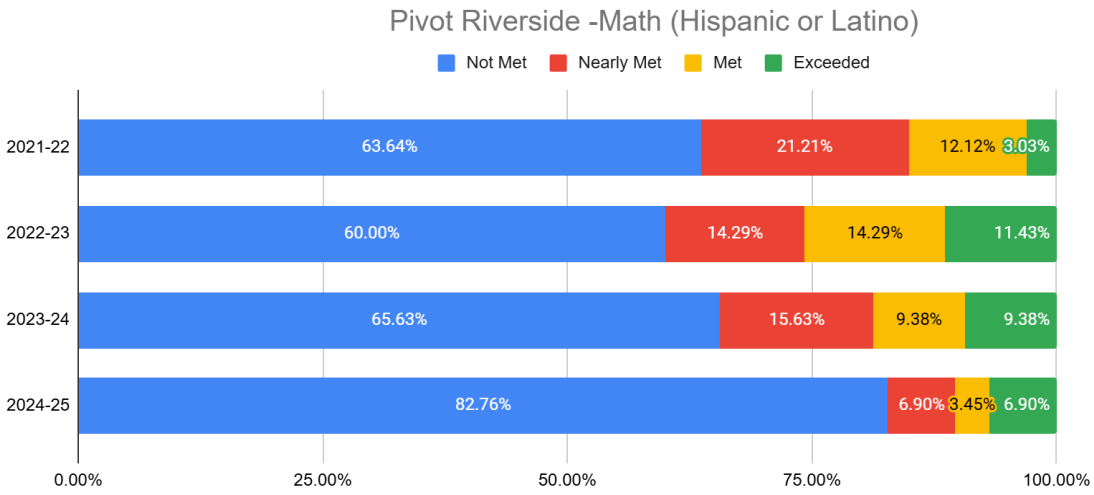
acceleration strategies. In the 2025-26 school year, Pivot is moving more towards placing students in more advanced mathematics and English Language Arts courses, with supports embedded directly into the curriculum and reserving foundational (remediation) courses for students demonstrating the highest levels of needs. Pivot's hope is that this will lead to more gains in these areas for students with disabilities, in particular.



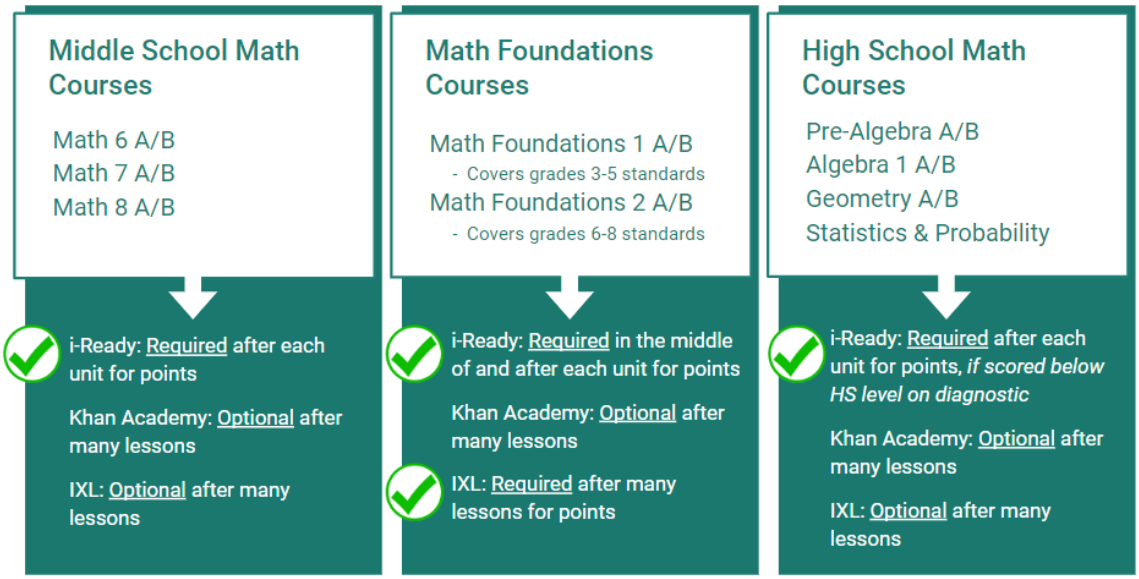


Pivot has also seen an increase in SED students who are not meeting standards. In the 2024-25 school year 49 SED students participated in SBAC testing. The gains seen in the 2023-24 school year have regressed and last year's results more closely resemble 2022-23, but with increases in students not meeting standards in both ELA and Math. As a part of its Local Control and Accountability Plan ("LCAP"), Pivot has created a specialized role for teachers, also known as Educational Coordinators ("ECs"), to serve a caseload of specifically SED students. Our hope is that by placing these students with a greater need with the most experienced and skills ECs, we will begin to see more academic improvements and success.





Pivot also saw an increase in Hispanic or Latino students not meeting standards in ELA and math. In the 2024-25 school year, 29 Hispanic students participated in SBAC testing at Pivot Riverside. Pivot is undergoing a curriculum pilot program in the 2025-26 school year to explore possible changes to its course. One major priority of this review is to find a more culturally-relevant curriculum. By improving the instructional practices within our courses, we hope to see an improvement in SBAC results for Hispanic students in the coming years.



Pivot Riverside also finds it important to address its struggling students in its identified subgroups. For example, as was presented in both the SBAC data (above) and in the i-Ready data (below), Pivot Riverside works to ensure that its students with disabilities are performing at the same level or higher as their peers. Their academic achievement is tracked throughout the year and Student Support Team ("SST") meetings are held with families to identify the best ways to support these students. Pivot is committed to continuing to develop solutions to support students in meeting state standards.



Verified Data

The law also gives middle-performing charter schools the opportunity to provide data showing measurable increases in academic achievement, via verified data:

> In addition to state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:
>
> (A) The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.
>
> (B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates, equal to similar peers.

Verified data is defined in statute as "data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced" (Education Code Section 47607.2(c)(1)). In November 2020, the California State Board of Education ("SBE") approved the criteria to define "verified data" and provided a list of valid and reliable assessments and measures of postsecondary outcomes that meet the requirement of Education Code Section 47607.2. That list was updated in May 2023. From the SBE-approved list of reliable assessments, Pivot Riverside uses i-Ready.

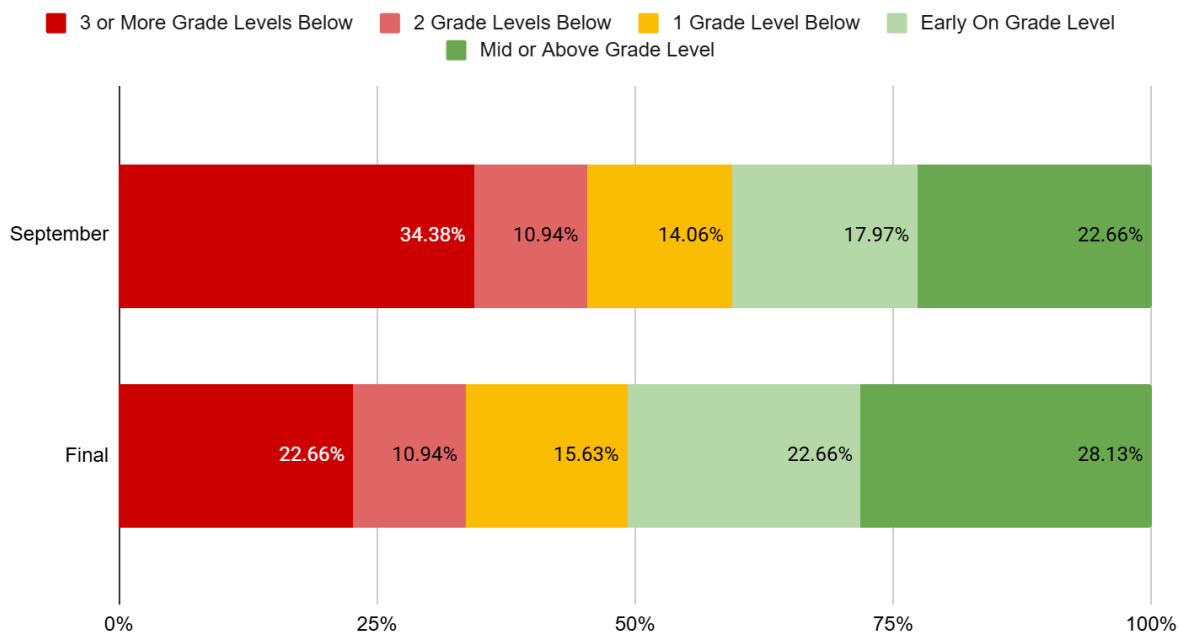
i-Ready

Pivot Riverside utilizes i-Ready as an internal diagnostic tool. Students take both the reading and math diagnostic tests up to three (3) times per year, depending on when they enroll. Pivot tracks this data closely, using it to identify students in need of additional support through the Charter School's robust Multi-tiered System of Supports ("MTSS").

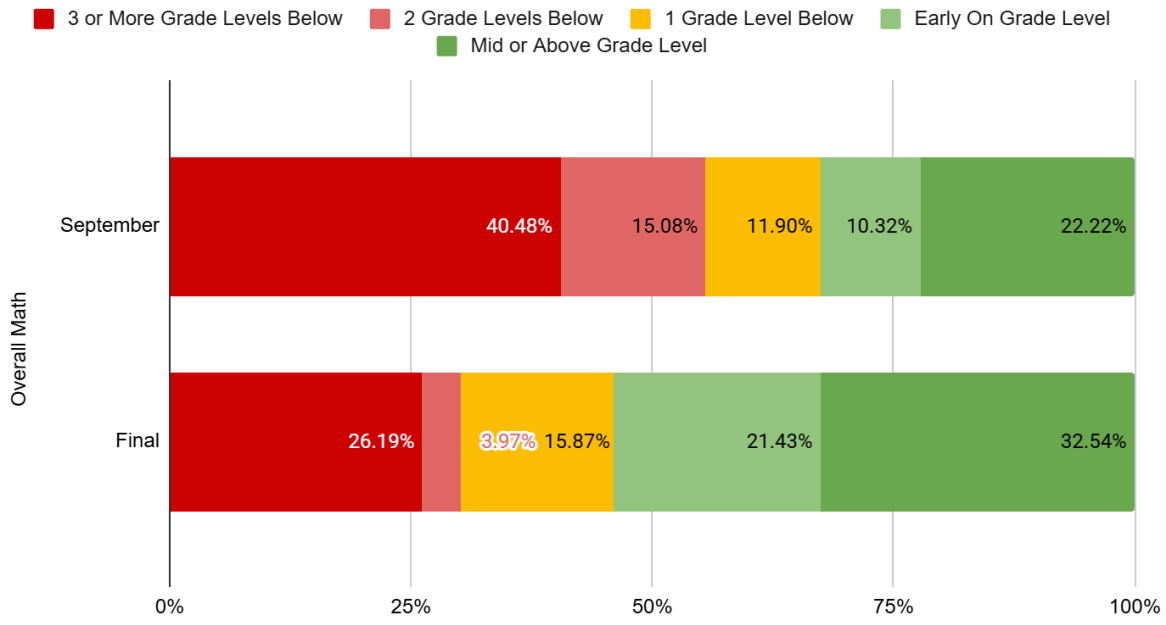
Pivot Riverside serves students in grades K-12 and only about half of students (grades 3-8 and 11) take the SBAC; thus, i-Ready data is crucial for monitoring all student achievement and growth.

For the 2024-25 school year, Pivot Riverside saw the percentage of students on grade level and above grade level increase throughout the year. To analyze growth, the charts below show the results for students who took both the initial diagnostic in September and the final diagnostic in May. For these students, in reading, 40.63% of students were identified as at or above grade level in the fall. This grew to 50.78% of students in the spring. In math, 32.54% of students were identified as on or above grade level in the fall. This grew to 53.97% of students in the spring.

2024-25 i-Ready Reading Growth

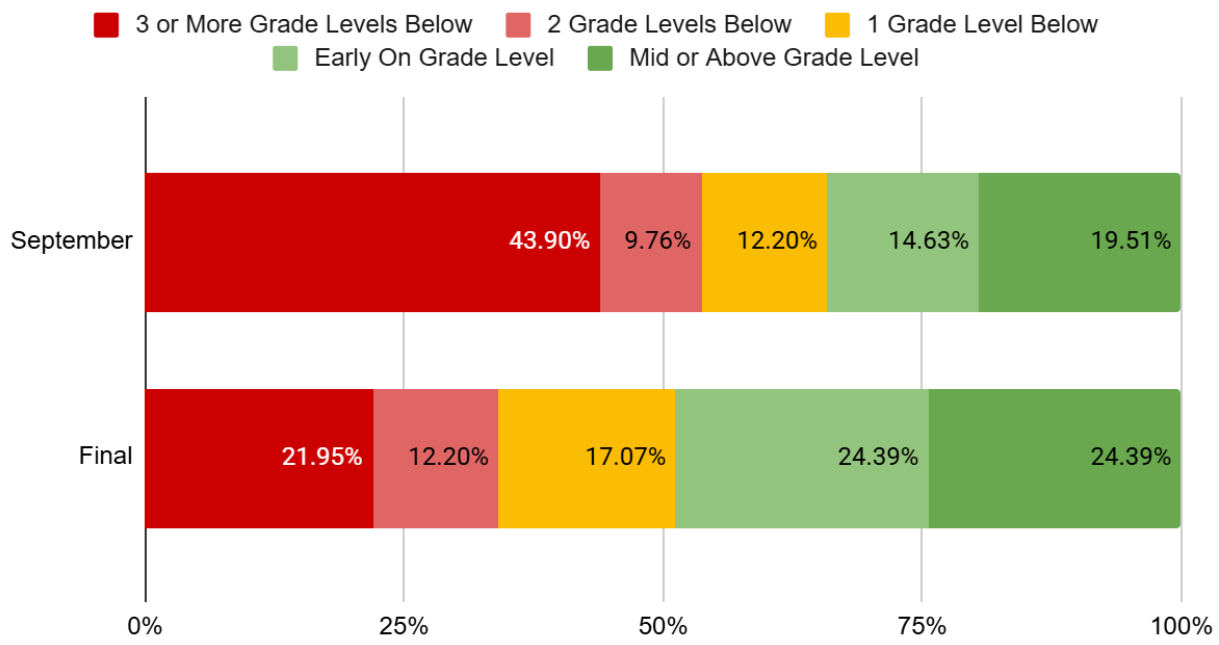


2024-25 i-Ready Math Growth

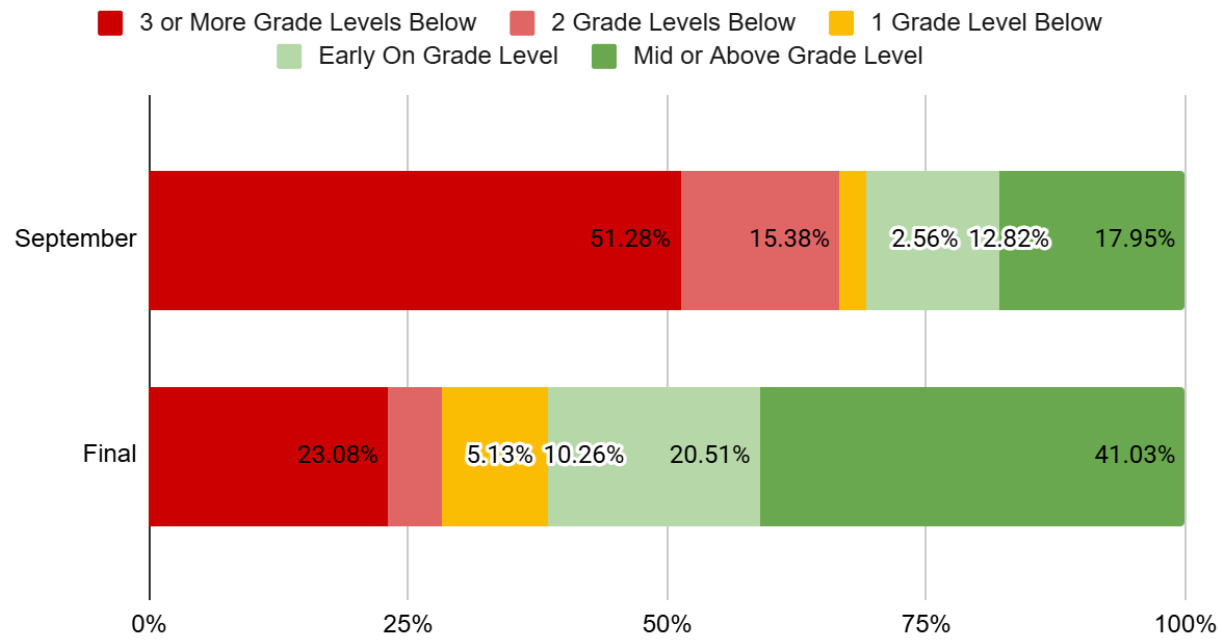


Students identified as Hispanic or Latino saw significant growth in both reading and math on the i-Ready diagnostic tests. As can be seen below, 34.15% of Hispanic or Latino students were at or above grade level in reading in the fall. This increased to 48.78% of students in the spring. Large improvements were made in math. In the fall, only 30.77% of Hispanic or Latino students were at or above grade level. This increased to 61.54% of students by spring.

2024-25 i-Ready Reading Growth (Hispanic or Latino)

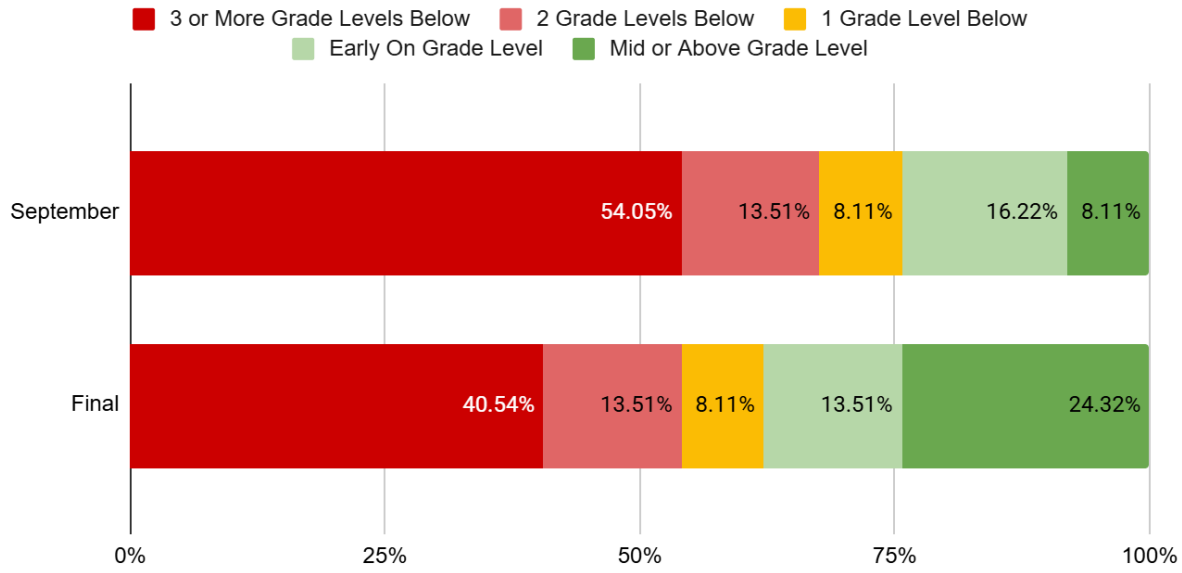


2024-2025 i-Ready Math Growth (Hispanic or Latino)

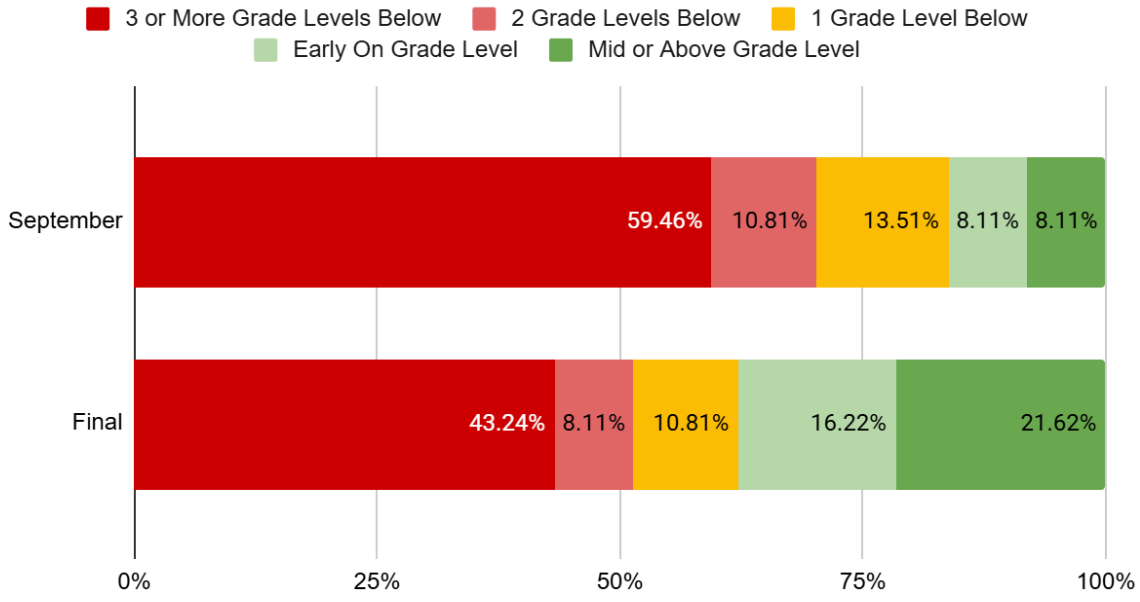


Students with disabilities saw similar growth on both the reading and math i-Ready diagnostic assessments. As can be seen below, 24% of students with disabilities were at or above grade level in reading in the fall. This increased to 38% of students in the spring. For math, 16% of students with disabilities were at or above grade level in the fall. This increased to 38% of students in the spring.

2024-25 i-Ready Reading Growth (Students with Disabilities)

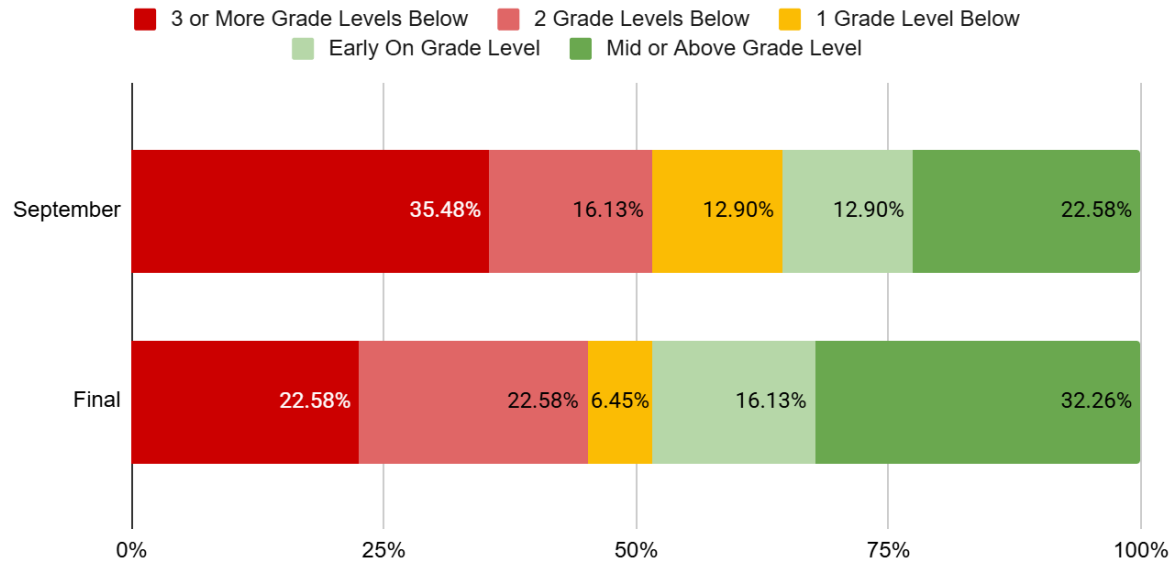


2024-25 i-Ready Math Growth (Students with Disabilities)

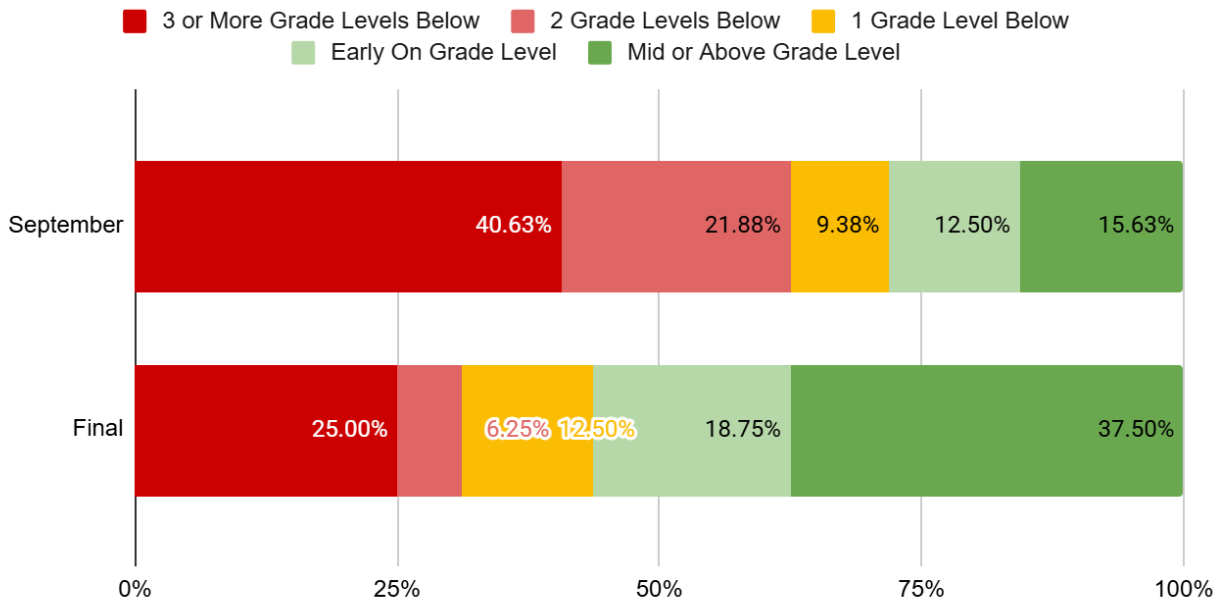


Socioeconomically disadvantaged students saw similar increases in reading achievement and significant increases in math achievement. As can be seen below, 36% of socioeconomically disadvantaged students were at or above grade level in reading in the fall. This increased to 49% of students in the spring. Similarly for math, 28% of socioeconomically disadvantaged students were at or above grade level in the fall. This increased to 56% of students in the spring.

2024-25 i-Ready Reading Growth (Socioeconomically Disadvantaged)

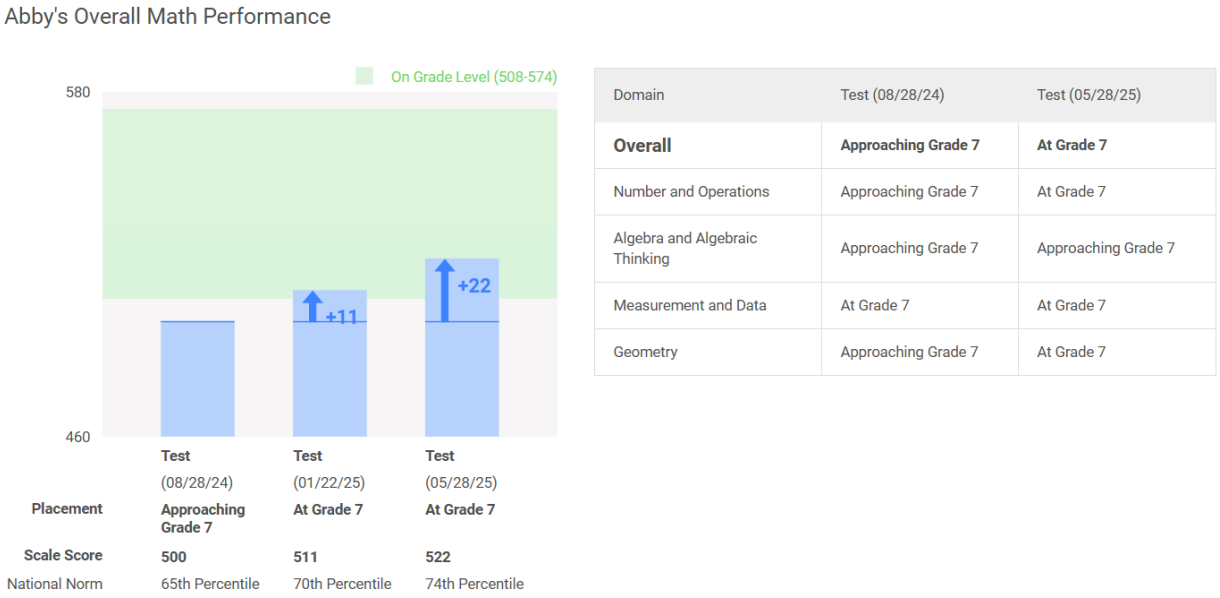


2024-25 i-Ready Math Growth (Socioeconomically Disadvantaged)



Pivot Riverside utilizes data to drive programmatic decisions and track student achievement. With the ability to track student growth throughout the year with i-Ready, Pivot Riverside is able to work closely with families and students to place them in appropriate courses and programs to increase their academic success.

Excerpt from Family Information Sheet to Track Their Student's Growth With i-Ready



Domain	Test (08/28/24)	Test (05/28/25)
Overall	**Approaching Grade 7**	**At Grade 7**
Number and Operations	Approaching Grade 7	At Grade 7
Algebra and Algebraic Thinking	Approaching Grade 7	Approaching Grade 7
Measurement and Data	At Grade 7	At Grade 7
Geometry	Approaching Grade 7	At Grade 7

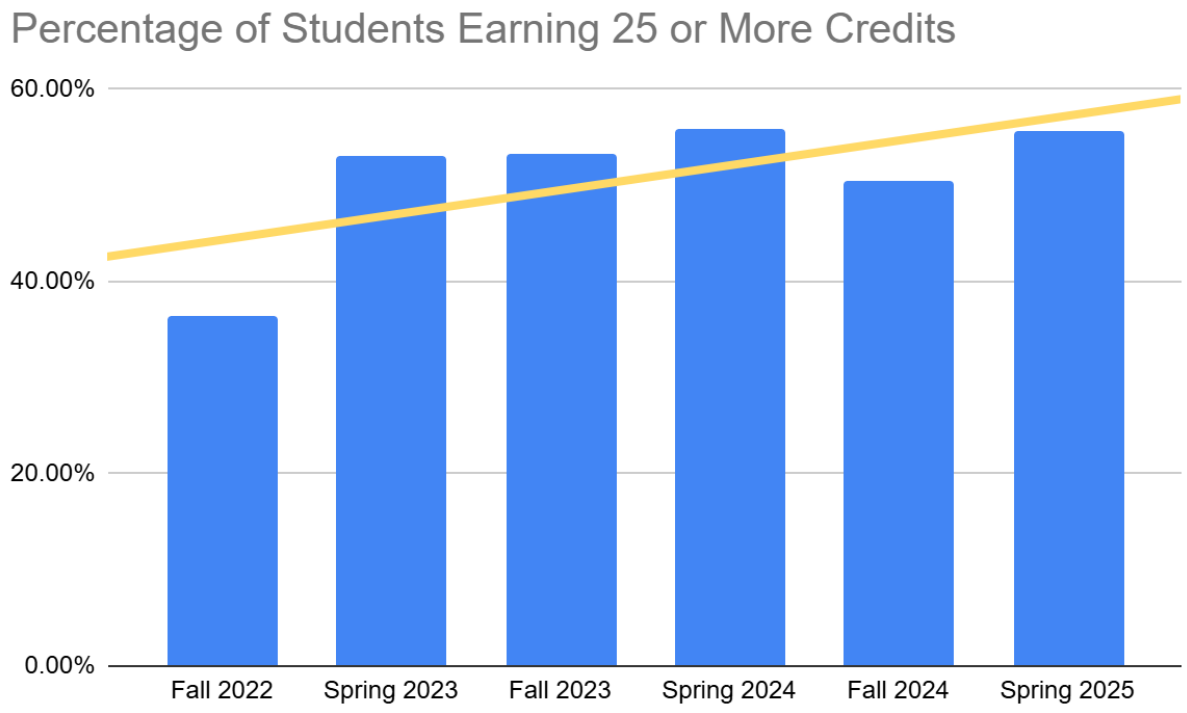
This credit data is significant considering the types of students who enroll at Pivot Riverside. Pivot Riverside continues its work to increase the number of students who are able to graduate in four (4) years, even if they enroll at Pivot Riverside as credit deficient students.

Additional Data

In addition to the data from the Dashboard and verified data from i-Ready, Pivot Riverside also uses additional data to track progress of its students, including credit completion and survey data. Credit completion data helps Pivot Riverside to monitor how its unique student population is performing in the independent study setting. This is especially important when considering how many students come to Pivot Riverside credit deficient, how few of our students take the SBAC (we are primarily a high school) and how many of our students are different from year to year.

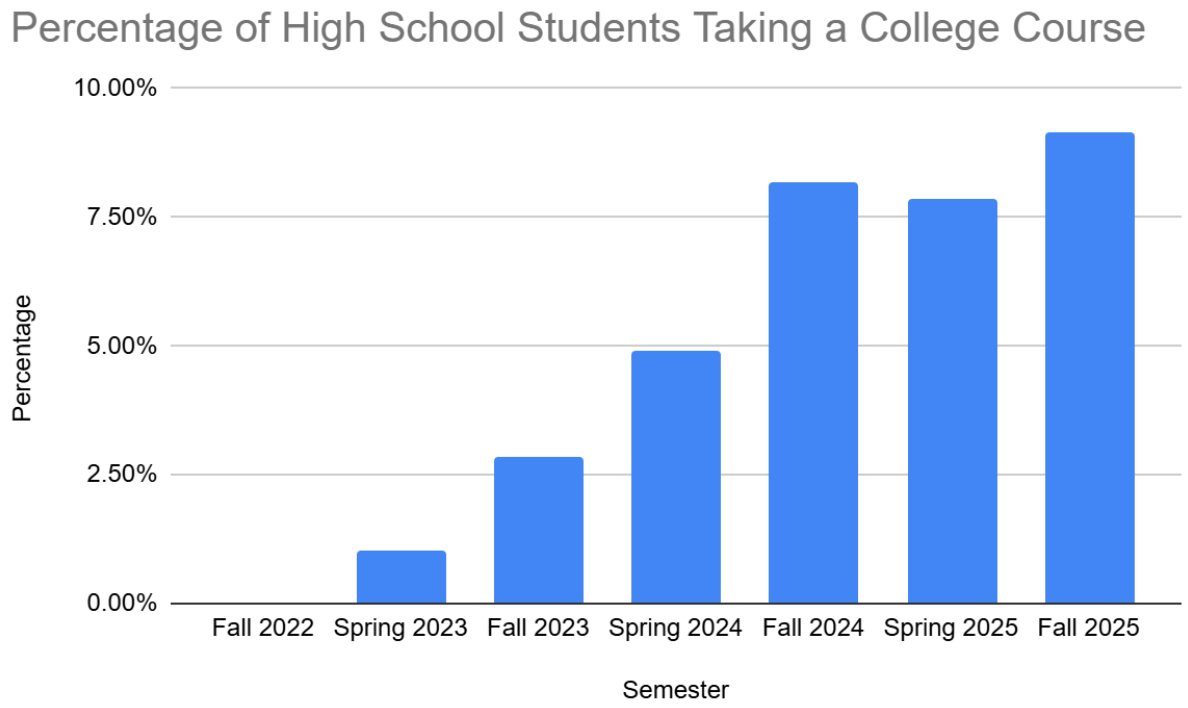
Credits Completed

Over the past three school years, Pivot Riverside has seen an overall upward trend of the number of students earning 25 or more credits per semester. This analysis includes students who were enrolled for the full semester. As stated above in enrollment data, 61.2% of students who enrolled at Pivot for the 2025-26 school year and had come from a Corna-Norco Unified School were earning less than 25 credits on average per semester.



Students Participating in College Courses

In the past few school years, Pivot Riverside has focused on connecting students to opportunities at California Community Colleges. As an independent study school, Pivot believes its students have many of the skills necessary to complete online courses at Community Colleges. In addition, taking in-person courses on a college course can expose students to meaningful learning experience, especially in the area of career development.



Survey Data

Satisfaction surveys are electronically distributed to all Pivot Riverside students and parents/guardians in the spring of each school year. These surveys are used to develop the LCAP as well as provide valuable information on school culture and the strength of the relationships that Pivot Riverside teachers, known as EC develop with their students. The responses to these questions help guide staff training and professional development for the upcoming school year as Pivot Riverside uses the feedback to build a strong and safe school culture and supportive relationships between ECs and students.

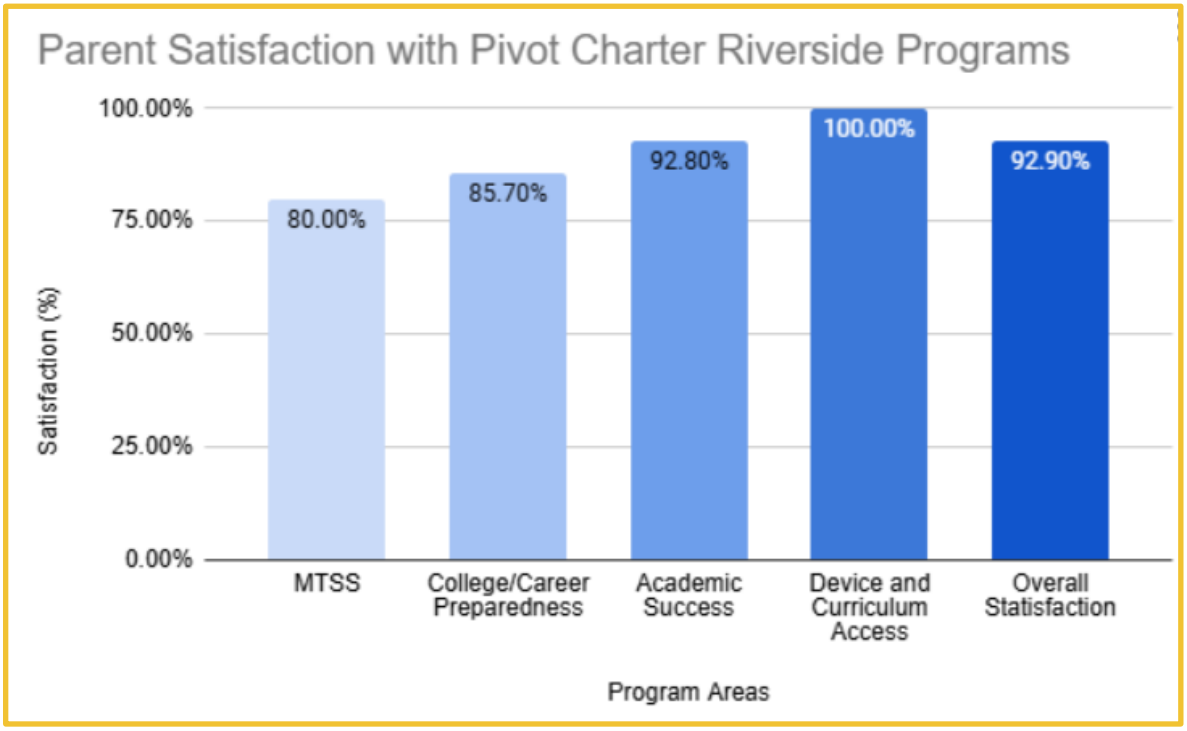
Pivot parents/guardians and students historically show high levels of satisfaction through these annual surveys. Each year, we receive feedback from both parents/guardians and students on how grateful they are for Pivot Riverside as an option for their student or themselves, especially during challenging or difficult times in their lives.

Parent/Guardian Survey Results

Pivot Riverside collects survey responses from parents/guardians every spring. Questions survey satisfaction around certain programs as well as the level of general satisfaction. Additionally, there are multiple areas for respondents to leave comments, questions, concerns, and general feedback. In the survey below that was distributed in the Spring of 2024 it is shown that parents are overall satisfied with the curriculum, their students' academic performance, how Pivot prepares students for college or a career, and Pivot Riverside's programs.

Parent Survey Results (On a scale of 1-5)

Curriculum Satisfaction: How satisfied are you with the curriculum that your student is utilizing at Pivot Charter School?		Participation: Pivot actively promotes parents/guardians to participate in giving feedback in decision making.
4.7		4.5
Social Emotional Learning ("SEL"): My child's interactions with their school (in person or virtual) have helped my child socially and emotionally this school year.		**Overall Satisfaction: How satisfied are you with Pivot Charter School?**
4.1		4.7



Below are comments from parents/guardians provided to Pivot Riverside on the parent/guardian survey distributed during the spring of 2024.

> *Pivot allows my granddaughter to get her education despite personal issues that would have kept her from doing so, if online school were not an option*
>
> *No drama or bullying within circles or cliques. It helps with her outlook and future without feeling depressed due to school drama. I feel Pivot cares about my child's education.*
>
> *My kids are learning!*

The staff and everyone I have met and had the pleasure of speaking to has been friendly and very supportive.

Pivot reduced the stress and anxiety associated with on campus learning

I like the freedom it provides to my daughter and the ability to learn how to become independent.

I like the ability to work on your own and at your own pace, yet still having deadlines to meet. Any question I have as a parent is a text away. I communicate with my daughter's counselor. Pivot answers all my concerns and questions.

Flexibility and attentive educational coordinators/teachers

My daughter is happy and thriving. She has a great support system at Pivot

No complaints. We've been with Pivot since August '23. My daughter will continue & graduate from Pivot.

Student Survey Results



Pivot Riverside collects survey responses from students every spring. Questions survey satisfaction around certain programs as well as the level of general satisfaction. Additionally, there are multiple areas for respondents to leave comments, questions, concerns, and general feedback. Below it is shown that no students showed dissatisfaction on the survey that was distributed in the spring of 2024 regarding the support they received, their needs being addressed, their belief in themselves, and how the Charter School was preparing them for their future.



STUDENT SURVEY RESULTS

Support: Pivot Charter School teachers provide me with what I need to be successful and finish my classes.		**Success: I believe I can be successful in school.**
4.2		4.1
Needs: Pivot Charter School teachers and staff are sensitive to my needs.		**Future: Pivot Charter School is preparing me well for college or a career.**
4.0		3.7

Below are some of the comments from students provided to Pivot Riverside on the student survey distributed.

Pivot Charter is different from other schools I have attended because of the accessibility and the involvement teachers have with students.

From the entire time I have been there I have not gotten bullied.

It's easy to navigate and overall great.

Something I've enjoyed most about pivot is that the teachers and EC's are nice.

I have the curriculum and the flexibility I need to complete my course work.

What I enjoy most is that I can do independent study at home. Now I can enjoy time with my family more often.

Pivot charter school is different from other schools that I have attended in the way that it's more stress-free. Pivot has helped me learn more.

At Pivot Charter School I have the option for independent study and I can do my work at my own pace.

Simply the attention and how helpful it has been.

Pivot has been more welcoming and helpful!

I enjoy the community service options, especially crochet.

They are accommodating to individual students success at Pivot

These results are shared with staff and leadership to reinforce the positive impact of the program as well as address any concerns presented by our families.

***

A charter petition renewed pursuant to Education Code Section 47607.2(b) (middle performing) shall be granted a renewal term of five years. As clearly demonstrated by the evidence above, the Charter School meets this renewal criterion and should be granted a renewal term of 5 years.

History and Background of Pivot Charter School – Riverside

Pivot Charter School Riverside has proudly served students in the Riverside and adjacent counties area since 2011, providing a personalized and flexible educational program designed to meet the diverse needs of every learner.

The Charter School was originally authorized by Nuview Union School District in 2011, where it operated successfully for several years, offering an innovative blended learning model that combined online coursework with in-person support, tutoring, and enrichment. Pivot Riverside quickly became known for its caring staff, individualized instruction, and commitment to helping all students — especially those who had struggled in traditional school settings — rediscover success and confidence in their education.

In 2017, due to a change in California charter school law, Pivot Riverside was required to seek authorization from the school district where its resource center was located. The Charter School submitted a petition to the Corona-Norco Unified School District that year, but the petition was not approved. Determined to continue serving its students and community, Pivot Riverside appealed the decision to RCBOE.

In 2019, RCBOE approved Pivot Charter School Riverside's charter petition, and the Charter School has been proudly authorized by RCBOE since that time.

Since joining the RCBOE family of charter schools, Pivot Riverside has greatly benefited from the professionalism, oversight, and support of RCOE's staff and leadership. The partnership has been both collaborative and growth-oriented — fostering strong accountability and continuous improvement. The professional development opportunities provided through RCOE have been particularly valuable, helping the Pivot Riverside team enhance instructional practices, strengthen data-driven decision making, and better serve the Charter School's diverse student population.

Enrollment at Pivot Riverside has continued to grow steadily, as more families discover the value of its flex-based model — a personalized, hybrid approach that combines structure with flexibility. The Charter School continues to serve a high percentage of students receiving special education services, and the staff takes great pride in providing these students with the individualized attention, care, and creative learning supports they deserve.

Today, Pivot Charter School Riverside stands as a small but strong and deeply connected community, where every student is known, supported, and encouraged to achieve at their own pace. The Charter School remains committed to its mission: to provide a caring and supportive environment where students can thrive academically, socially, and personally through an innovative educational model that meets them where they are and helps them reach their goals.

Pivot Charter School Riverside respectfully submits this material revision to add a second facility that is directly across the parking lot from the current site to accommodate continued growth and

enhance Pivot's capacity to serve students.

There are currently four (4) Pivot Charter Schools operating in California. The Pivot network of charter schools in California is governed by one Board of Directors for the nonprofit public benefit corporation. The focus of all Pivot schools is to remain small and to provide a safe and supportive learning environment. The other three Pivot schools are: Pivot Charter School - North Bay in Sonoma County, Pivot Charter School North Valley II in Butte County, and Pivot Charter School - San Diego II in San Marcos (San Diego County). All Pivot schools are accredited by the Western Association of Schools and Colleges ("WASC") and maintain University of California ("UC") A-G course approvals.

To borrow the words of British designer Cecil Beaton, the founding vision of Pivot Charter Schools was to "be daring, be different… assert integrity of purpose and imaginative vision against the play-it-safers…." That spirit of bold innovation is at the heart of Pivot Charter School Riverside. From the beginning, the goal wasn't to improve on the traditional educational model—it was to offer something meaningfully different for students who weren't thriving in conventional schools. When the nonprofit Roads Education Organization was established to govern the four (4) Pivot Charter Schools, it did so with the purpose of creating an alternative path for students—one that values flexibility, personalization, and the unique needs of each learner. Pivot stands as a testament to that mission, serving students who seek a more adaptive, student-centered approach to their education.

Serving a Unique Student Population

Pivot Charter School Riverside has always been a place for students who need something different from the traditional school setting. Many of our students come to us facing mental health challenges such as anxiety or depression—often stemming from experiences like bullying or feeling disconnected in their previous schools. Others simply found that the conventional classroom didn't meet their learning needs. Some need more one-on-one support; others need a flexible schedule or a more independent approach. Many seek a smaller, more personalized environment where they may learn at their own pace and in their own way. At Pivot, they find exactly that—and they thrive.

Pivot Charter School Riverside is committed to remaining a small, caring learning community. Our goal is not to grow into a large institution or to compete with traditional schools. Instead, our purpose is to offer a meaningful alternative—one that complements the existing system by serving students who benefit from a personalized, flexible, and student-centered educational experience.

Pivot Charter School Riverside uses an online curriculum as the primary, yet not sole, method of instructional delivery so that our exceptional credentialed teachers can spend their time doing what they do best; help students learn and understand what they are learning, work in small groups, tutor, plan projects and spend time one-on-one with all of them. Teachers encourage students to delve deeper into their content through projects and hands-on experiences. They tutor small groups

to ensure that they are making successful progress in all their courses. They work with the entire family, supporting not only their academics but also their social-emotional lives. They "meet students where they are at" to inspire their individual and collective potential. Students are surrounded by genuine caring, motivation and accountability. They care!

Pivot Charter School Riverside offers a level of ongoing review of a student's academic progress unmatched in most traditional educational systems. Teachers can log in and review what every student has accomplished from their last answer a minute ago to planning for their next research paper in order to develop appropriate remediation, challenging projects and mini workshops to support continued learning.

Whether a student chooses to attend programs offered on campus (up to four days a week, three hours a day for grades 6-12 and two times a week for grades K-5), they engage in a rigorous curriculum which is supplemented at the resource center with Fun Fridays, field trips, project based activities, clubs, and social activities like barbecues and camping trips. Throughout their academic efforts they constantly receive feedback, kind motivation, ideas and daily instruction.

Pivot Charter School Riverside continues to add elective and Career Technical Education ("CTE") courses and expand programmatic offerings including tutoring, online workshops with a credentialed teacher for every class that a student may be taking each quarter and on site classes. While Pivot Charter School has created a unique learning environment and continues to redefine how to "…assert integrity of purpose and imaginative vision…" the most compelling reason for students to enroll in Pivot Charter School is to receive the caring attention they need to succeed that they deserve.

Blended / Hybrid Learning

Blended / Hybrid / Flex Learning in K–12 Education: What It Is and Why It Matters

Blended learning is an approach to education that thoughtfully combines face-to-face instruction with online learning, allowing students some element of control over the pace, place, or path of their learning. In a K–12 setting, this could look like students attending a small group lesson with a teacher in the morning and then working independently through an online curriculum in the afternoon—either at school or at home. The goal isn't to replace teachers with technology but to use digital tools to enhance personalization, flexibility, and engagement.

This model has grown significantly in recent years, especially in response to students' evolving needs and expectations, and the lessons learned during the COVID-19 pandemic. But Pivot Charter School Riverside has been providing a blended/hybrid learning model since 2011. Students today are digital natives, and many thrive when given opportunities to learn through a mix of direct instruction, independent online work, and collaborative projects. For others, especially those who've struggled in traditional classrooms—due to anxiety, learning differences, or the need for

more individualized pacing—blended / hybrid learning has proven to be a lifeline.

Why It Works

1. **Personalization:**
   Students can revisit concepts and engage with content in a way that matches their learning style. Teachers can tailor instruction and provide targeted support using real-time data from online platforms.

2. **Flexibility:**
   Students who need a different schedule—because of health challenges, family responsibilities, or extracurricular pursuits—can still succeed without missing instruction.

3. **Stronger Engagement:**
   Blended learning often increases student motivation by giving them more voice and choice in how they learn.

4. **Equity and Access:**
   When done well, it provides an equitable learning experience that meets students where they are, whether they need remediation or acceleration.

5. **Improved Outcomes:**
   A major 2010 meta-analysis by the U.S. Department of Education found that students in blended learning environments performed better, on average, than those in fully face-to-face or fully online settings. Since then, numerous studies have supported these findings. For example:

   - A 2016 study by the **RAND Corporation** and the **Bill & Melinda Gates Foundation** evaluating personalized learning approaches found statistically significant gains in math and reading performance for students in blended and personalized environments.

   - **Johns Hopkins University** has also reported on the positive impacts of blended models on student engagement and achievement, particularly for historically underserved populations.

At its best, blended/hybrid learning allows educators to do what they've always wanted to do: meet students' individual needs more effectively. It's not about technology for technology's sake—it's about making school work differently for more kids.



I. EDUCATIONAL PHILOSOPHY AND PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(c)(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, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).

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

Mission

The mission of Pivot Charter Schools is to transform students' (in grades K-12) experience in education.

By establishing strong relationships, providing a caring environment, and building the skills required to be an independent learner, Pivot Charter Schools promotes and graduates confident, self-actualized humans. Using an individualized online curriculum coupled with personalized

paths, students in grades K-12 receive ongoing support, communication, and oversight.

Purpose

The purpose of Pivot Charter Schools is to prepare students for their lives in the 21st century. Pivot Charter Schools provides students with a career-focused educational program in a flexible and motivating environment imbued with technology and one-on-one support and guidance. Pivot Charter Schools incorporate concurrent college enrollment with Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, English Language Development ("ELD") Standards, and the remaining State Content Standards (collectively referred to herein as "State Standards") -aligned interactive online classes for students who want to excel, remediate, or motivate themselves to prepare for their lives in the 21st century.

Vision

The vision of Pivot Charter Schools is to afford students who graduate more opportunities in their careers and education than they would have had if they had not attended Pivot; to open doors and develop lives.

PIVOT CHARTER SCHOOLS IS FOUNDED IN THE FOLLOWING CORE BELIEFS:

- Collaboration
- Integrity
- Adaptability
- Empathy
- Perseverance
- Resiliency
- Communication
- Education
- Creating independent thinkers
- Individuality

Pivot Charter School offers a robust virtual program as well as a blended/hybrid learning program with a variety of opportunities offered on-site at the resource center. Roughly 40% of students utilize the resource center for tutoring, meeting with teachers, and/or to attend the structured programs offered each week.

Pivot Charter School 's blended/hybrid model offers daily learning labs where students can get help with their online curriculum and attend live classes such as in writing, Algebra, math, beanie

knitting, art, robotics, and PE. Pivot also offers "Fun Friday" which are field trips and events organized at least twice a month to build a true school community feeling and to provide time for students to socialize. As Pivot does not require its students to be at a facility under the supervision of a credentialed employee for at least 80% of the minimum annual instructional minutes required by law, the Charter School meets the legal definition of Independent Study or nonclassroom-based under Education Code Section 47612.5.

Providing opportunities for more direct instruction with fully credentialed teachers, and at a frequency personalized for each student, helps to improve student achievement and develop a sense of community and involvement for the students and their families at Pivot.

Student Population and Community Interest

Pivot Charter School targets students who are at risk of dropping out, students who have dropped out of school as a result of being disenfranchised with the traditional school system, students who want to accelerate their education, and students whose various needs are not being met at traditional schools. Oftentimes these students are those who are "slipping through the cracks" in traditional schools, seeking more one-on-one support from their teachers—which Pivot provides. Pivot Charter School creates a unique learning environment that re-engages students by creating an academic program that works in unison with their individual situations and goals. By providing one-on-one support, small group instruction, hands-on learning and safe social settings coupled with diverse educational paths, students are encouraged to set high goals for their futures. The flexibility provided through the online courses also allows students to pursue career interests and higher education while fulfilling their lives' current obligations and interests. Pivot Charter School has graduated professional athletes, actors, and chess competitors; all of whom needed more flexibility to earn a rigorous high school diploma. Pivot Charter School has also graduated students who otherwise would not have finished high school without Pivot. Pivot has also proven to be a very successful program for students for whom English is not their primary language. These students have shared that they got lost in large classes and were intimidated to ask questions or ask for clarification on vocabulary. They have relayed to us that they find the ability to "stop" instruction to seek definitions and ask questions of teachers one-on-one gives the EL students the

confidence to succeed in school.

Pivot Charter School provides a solution for the following student populations as outlined below:

Students in need of increased class offerings

Online courses expand limited offerings at traditional seat-based programs that require credentialed teachers to "teach" every section of students. Teachers and students are often overwhelmed by high student/teacher ratios. High quality, online courses are an excellent alternative to crowded classrooms that often result in reduced individualized instruction. Middle school students struggling with core concepts will find that the online courses give them the strength in foundation skills to succeed in high school, and elementary school students may engage in a homeschool based environment and get support and the enrichment they need from teachers at the resource center.



Students missing credits

Students in need of credits to complete grade levels or to graduate on time can utilize online courses to make up or to retake courses (i.e., at-promise students and students returning for their high school diplomas) that will allow them to graduate "on time."

Scheduling conflicts

Pivot serves students who participate in activities such as competitive sports and performing arts, that require a significant time commitment during the day. Other Pivot students have to work to keep their families out of poverty or take care of their own children. The flexibility of taking accredited online courses with flexible scheduling creates time for extracurricular activities, necessary employment, and space for supporting the family at home.

Special instructional setting

Students who are not well-suited for a traditional classroom setting or who have special scheduling needs benefit greatly from the flexibility that online learning provides. Students who are shy or anxious and often get lost in the crowd because they are afraid to ask questions or provide input

tend to thrive in an online environment where they can interact by choice and not feel that they are being judged by their peers.

Accelerated learners (learners desiring accelerated or enrichment offerings)
Those students who are quick learners can be given the flexibility to progress in a particular subject at a faster pace than the rest of a traditional class. Students who are accelerated and taking higher level courses at Pivot or college community courses can graduate, be accepted to a college, and/or enter the workforce early. Middle school students who begin accelerating at an early age can accumulate a significant number of credits and participate in many exciting classes (and take many Advanced Placement ("AP") classes) by the time they graduate from high school. Pivot offers 13 Advanced Placement Courses.

Student Demographics

Please refer to page 12-13 of the charter, where Pivot Charter School Riverside provides detailed demographics of its at-promise student population.

Pivot Charter School Riverside will serve a significantly higher percentage of students with disabilities and socioeconomically disadvantaged when compared to Riverside County schools as well as the state as a whole.

Many Pivot Charter School students have paths after graduation that do not include applying directly to a UC or California State University ("CSU") college, and Pivot Charter School is able to fulfill their high school graduation needs as well as provide the flexibility that the student and their family is looking for. Examples of students that the Charter School serves are students who prefer to transfer to a university after attending community college first, students who were credit deficient when they enrolled at Pivot Charter School, working students, students who support their families, students with children, and homeless students. At Pivot Charter School, these high school students are able to graduate when they may have not had the ability otherwise. While Pivot aims to guide students toward a UC- or CSU-aligned path, the reality is that many students that attend Pivot do not have that goal.

Many 12th grade students come to Pivot Charter School because they are credit deficient and need the flexibility that Pivot offers in order to graduate high school. While many of Pivot's senior high school students are able to graduate in their traditional 4th year of high school, approximately 26.2% of Pivot students re-enroll for an additional fifth or sixth year at Pivot Charter School in order to fulfill their high school graduation requirements. These Pivot students have the desire, motivation, and will to graduate high school. The flexible schedule and online curriculum allows these Pivot students to receive the high school diploma that they may not have been able to attain elsewhere. Their dedicated Educational Coordinators provide the support they need to help them

achieve their goal. Pivot takes pride in supporting students that need the flexibility to graduate high school in more than four years and providing dedicated support to help them get there.

The traditional classroom environment did not work for most Pivot Charter School students because they were either too far behind to keep up with fellow classmates or they were gifted and they did not feel challenged enough with the traditional classroom setting; they were frustrated and would "shut down," they were easily distracted, or they were bored in their classrooms. The online curriculum is used at Pivot Charter School to meet the individual needs of the students, to "fill the gaps" in their learning, and to motivate them. Students are also able to progress at an individual, yet appropriate, pace through the online curriculum, and this keeps students engaged with learning rather than resisting their learning. Students can move quickly through their courses and graduate early or can relearn material and get assistance each step of the way.

An Educated Person in the 21st Century





Through collective student, parent/guardian, and faculty adherence to Pivot Charter School's mission, the Charter School provides outstanding academic and personal opportunities for all its students. At Pivot Charter School, becoming a 21st century learner means:

- students see the value of their education;
- students possess a strong foundation of basic academic skills and a broad knowledge base in the core disciplines of reading/language arts, mathematics, science, and social studies;

- students are effective and confident communicators, and are comfortable utilizing a wide range of technologies;
- students are critical thinkers and problem solvers;
- students have an appreciation for the humanities and show respect for diverse cultures;
- students possess a lifelong love of learning;
- students possess a strong desire to serve the community in which they live; and
- students have the desire, discipline, and dedication to achieve their highest aspirations and dreams.

How Learning Best Occurs

Pivot Charter School believes good teaching through a coherent, rigorous curriculum in an environment focused on continual improvement and learning leads to high student achievement, allowing students to become self-motivated, competent, lifelong learners. Learning best occurs when:

- the whole family is involved;
- material is presented in a multi-sensory format;
- students who are behind in skills can work at their own level and at their own pace;
- students are motivated and supported to attend school;
- students feel welcome, safe and accepted at their school; and
- the Charter School continuously assesses students' progress in acquiring the standards and implements a strong remediation and intervention program.



PROJECTED ENROLLMENT

The projected starting enrollment for the next five years (aligned with budget and cash flow) is as follows:

Enrollment Projections

Grade Level	2026-27 Year 1	2027-28 Year 2	2028-29 Year 3	2029-30 Year 4	2030-31 Year 5
K-3	28	28	28	28	28
4-6	24	24	24	24	24
7-8	42	42	42	42	42
9-12	96	96	96	96	96
Total	190	190	190	190	190

CURRICULUM AND INSTRUCTIONAL DESIGN

For its core curriculum, Pivot Charter School adopted Accelerate Education for elementary students and Apex Learning for middle and high school students. The curriculum is aligned with State Standards. The Accelerate Education program and Apex Learning provide very modern and interactive platforms including videos and characters that make learning fun. Additionally, Pivot Charter School has adopted eDynamic to provide additional electives and CTE courses for middle and high school students.

Apex Learning and eDynamic provide University of California A-G approved courses for college bound students. The rigorous online curriculum allows for a unique instructional setting in which students engage in online courses and also receive one-on-one support from their teachers of record and/or participate in workshops and classes at the resource center. The online curriculum providers' platforms issue the students standards-based assignments in each independent study course. In accordance with the Education Code, these assignments equal at least the same amount of work that the student would receive in a traditional seat-based program for the same period of time. In addition, time value is assigned to assignments to assist the supervising teacher in determining the time value of completed work for attendance purposes. Teachers review completed work to determine if the students completed the "time value" of the work assigned, to evaluate the work, and to determine whether they engaged in the instructional activities assigned by the Charter School each school day. The students' quality of learning is frequently determined by embedded assessments. All required documentation for both contemporaneous and time value attendance, as well as student work product, is kept in auditable independent study files. These files undergo monthly internal audits and a yearly third-party independent audit as described later in the charter.

All incoming kindergarten students receive universal screening for reading difficulties, including dyslexia, utilizing state approved assessment tools. This screening continues, annually, for all students through the second grade.

Supplemental Curricula

Depending on the needs of individual students, Pivot Charter School teachers use supplemental curricula and resources to reteach basic skills, accommodate learning styles, and provide greater breadth of study. Some of these supplements are online content through providers such as i-Ready, IXL, Khan Academy, and Lexia. These programs are easy for students to navigate and engage with, providing resources for them to continue learning without needing to wait for help from their parent/guardian or teacher.

i-Ready Instruction provides remediation for students who score low on the i-Ready Diagnostic tests in either Reading, Mathematics, or both. Individualized instruction plans are created custom for each student and provide additional support in key concepts. These plans are updated each time the student takes another Diagnostic.

IXL provides students with unlimited practice in mathematics as well as instant feedback for each question they answer. IXL practice is provided on a wide variety of topics and introduces students to more engagement opportunities with math content.

Khan Academy provides students with videos that explain challenging math topics in an easy-to-understand way. These videos are provided to students in addition to the embedded videos in their math courses so that they have additional resources when learning mathematics.

Lexia is an online program used to develop and reinforce language skills. It is particularly useful for young students learning to read, English Learners, and native English speakers who read below grade level.

In addition to the supplemental software, credentialed teachers at Pivot identify and create additional resources for students. Each resource is embedded within the curriculum to allow access for all students. Examples include video guides, scaffolded examples, alternative assignments to offer students choice and varied modalities, additional practice for specific skills, and extension and enrichment activities.

Online Learning

In recent research conducted by the Center for American Progress and the Broad Foundation and published in a May 2009 article entitled "Getting Students More Learning Time Online," researcher Cathy Cavanaugh compared the current research on virtual classes and found that while the movement is still experiencing significant growth and change, "the nature of teaching changes when classes take place online. An online teacher focuses entirely on student accomplishment of course objectives, primarily via individual communication about student work within a mastery framework."

According to Cavanaugh, common benefits found in schools and programs that utilize online learning include the following:

- Students in online courses spend significant time working independently with concepts and digital resources. Courses that are designed to require more time actively practicing and applying the course content through writing and speaking generally lead to higher achievement, as do simulations, manipulatives, and tutorials that offer student feedback.

- Online courses increase equitable access to quality educational opportunities by bringing flexibility to the course calendar, expanding the course catalog, and offering individualized instruction.

- Virtual school participation has been seen to narrow the state testing achievement gap for those in socioeconomically disadvantaged subgroups.

- Virtual schools have helped students who are performing below basic level on prior state tests to get back on track, moving from basic to proficient or advanced levels.

Curriculum and Instruction

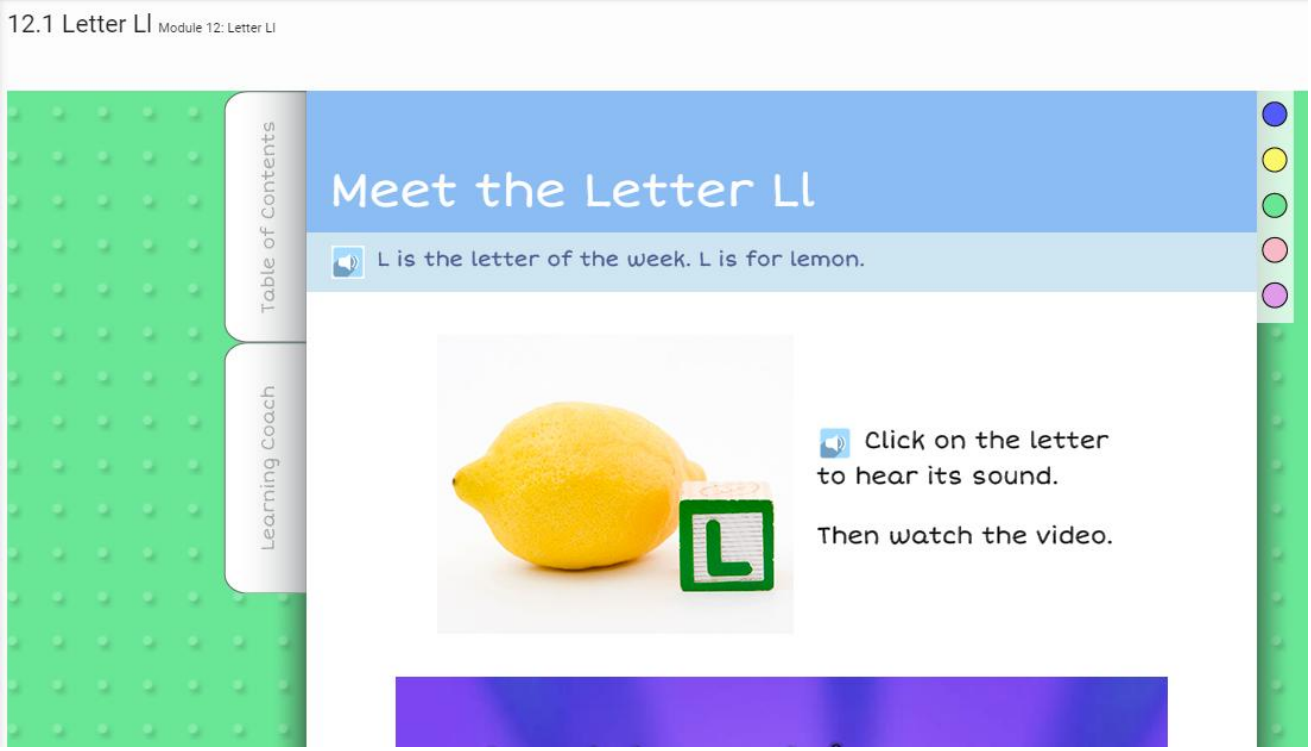
Students develop understanding of a discipline by engaging in challenging activities that allow them to see how, where, and when the important ideas and facts are relevant (Bransford et al.,

2000). Students can acquire more factual knowledge when it is connected to meaningful problem-solving activities. Conversely, problem solving cannot be taught without a base of factual knowledge. Important ideas need to be presented in increasing depth. They need to be revisited with many examples and built on so that understanding grows over time in ways that increase students' ability to use and apply their factual knowledge (Bransford et al., 2000). Approaches such as problem-based and inquiry-based instruction help students make connections, develop integrated knowledge structures of facts and concepts, and understand conditions of applicability. Use of predictions, advance organizers, and questions elicits students' prior knowledge, which is necessary for building new understanding. Summarizing and guided note-taking can aid comprehension by helping students determine what is most important.

Accelerate Education

To support blended learning, our elementary curriculum, Accelerate Education, provides a student-centered education program with:

- Rich and engaging content that has been carefully designed to meet State Standards, delivered through reading passages, videos, and embedded activities;
- Variety of activities and assessments appropriate to the courses being studied, including labs, journals, written assignments, discussions, group and individual projects, formative assessments, objective tests, and written exams;
- Resources and professional development for staff to improve teacher effectiveness;
- Text to speech software for all courses to help students who may have deficiencies or trouble reading;
- Text and audio translations in multiple languages for monolingual or EL students;
- Customizable curricula so that teachers can provide additional resources, assignments, and assessments;
- Online electives appropriate for K-5 students;
- Real-time access to data through teacher dashboards and reports.

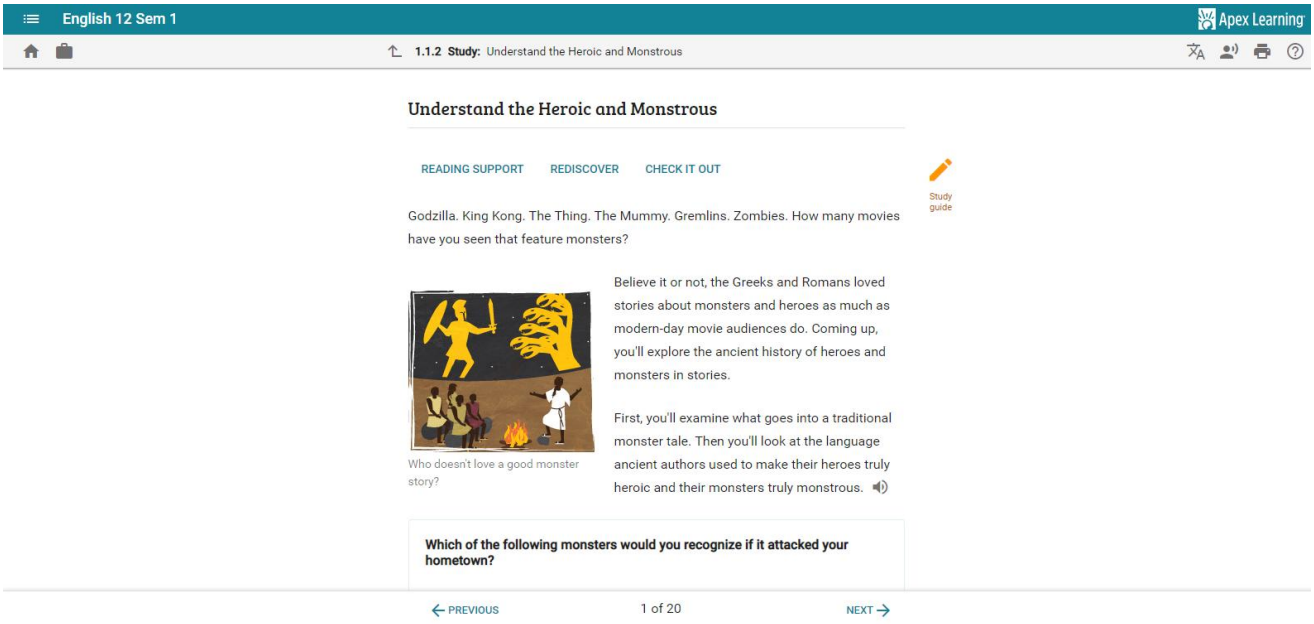


Example of colorful Accelerate Education interactive guided instruction

Apex Learning

The Pivot middle and high school core curriculum, Apex Learning, offers a balanced architecture of direct instruction, constructive practice, and formative feedback. Critical thinking, problem solving, and questioning are integrated into all courses to support engagement and active learning. Students observe, inquire, confirm, connect, and create as they build knowledge in Apex Learning lessons. There are frequent opportunities to check one's own understanding, empowering the learner to look back or ahead and control their own progress. Each Apex Learning course is carefully crafted with a predictable, consistent, and coherent unit-lesson-activity structure to facilitate use by teachers and support for learners. Clearly presented content is helpful for adolescent learners, and the conversational voice of the instruction stimulates learning.

The primary direct instruction components in Apex Learning lessons are called Studies. Studies often lead with real-world examples and with challenging questions to make the content inviting and relevant for adolescents. As students learn academic content with Apex Learning digital curriculum, they are supported with instruction that effectively uses research-based reading and comprehension strategies—including questioning, advance organizers, summarizing, and note taking—with scaffolds available as needed to provide extra support. These active reading strategies deepen connectedness of text both online and in print.



Example of Apex Learning course content

Apex Learning Unit Tests

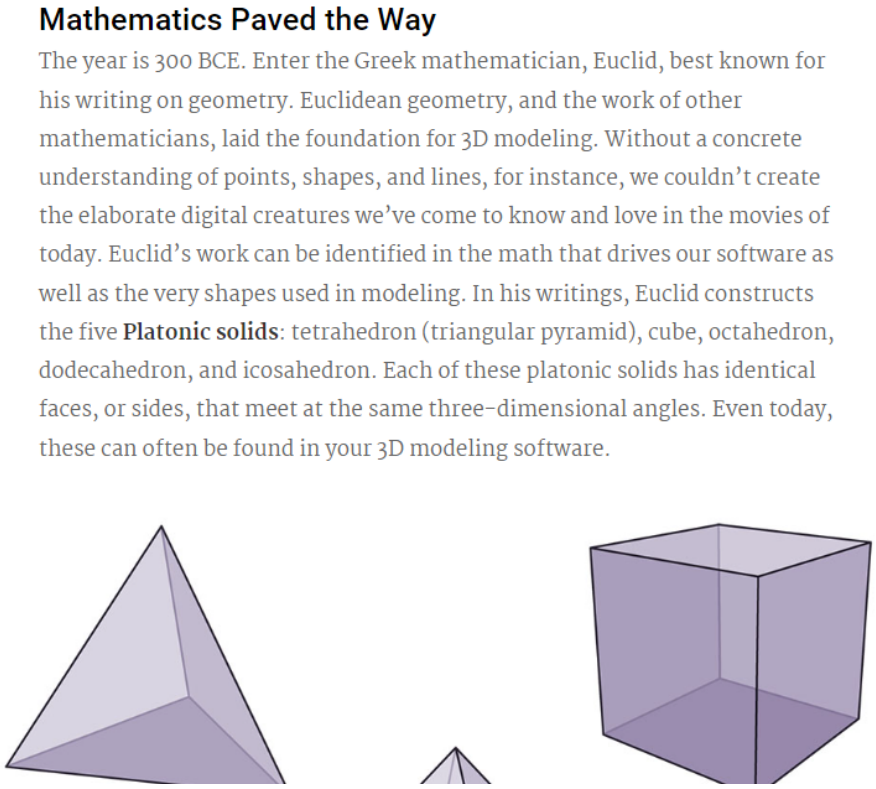
The Apex Learning curriculum includes a feature where all unit tests are locked. A student must first complete all homework assignments in a unit before being provided access to take the unit test. When a student reaches a unit test (called a Computer Scored Test), they contact their EC to request that the test be unlocked. An EC may insist that certain assignments in the unit be completed before the test will be unlocked. Students MUST comply with this request and turn in all necessary assignments before taking a unit test.

eDynamic

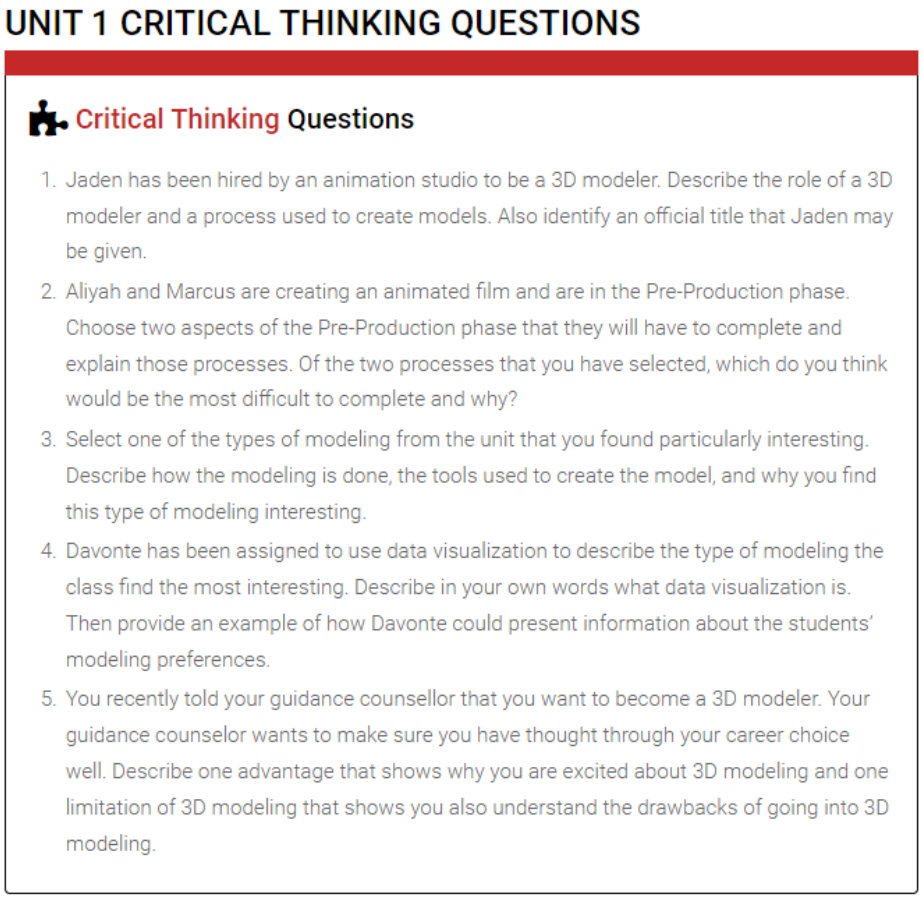
To support blended learning, middle and high school curriculum, eDynamic, provides a student-centered education program with:

- Rigorous and relevant content that has been carefully designed to meet State Standards, with project-based assignments that provide hands-on experience for students;
- Modern interface that is easy to navigate;
- Variety of activities and assessments appropriate to the courses being studied, including critical thinking questions, activities, discussions, projects, and formative assessments;
- Customizable curricula so that teachers can provide additional resources, assignments, and assessments;
- Real-time access to data through teacher dashboards and reports;
- Pacing calendars and progress monitoring to support students who may need assistance finishing coursework on time;

- Research-based instructional design;
- Media-rich and interactive learning experiences for students of all ages.



Example of eDynamic guided instruction



Example of eDynamic assignment

Learn by Doing

Each lesson includes multiple opportunities for students to explore, apply, practice, and confirm their learning - helping students visualize concepts and extend their learning. This active learning approach develops critical thinking skills and deep understanding that prepares Pivot students for success.

Receive Individualized Support

Moving at their own pace, students benefit from the continual guidance and feedback provided by the opt-in support and scaffolds integrated into Apex Learning digital curriculum.

Demonstrate Knowledge

Students confirm understanding through prescriptive, formative, and summative assessments, as well as through an extensive array of instructional activities.

The online curriculum and considerable amount of individualized support that Pivot Charter School students receive promotes achievement and improves students' motivation and self-

confidence in an academic setting.

Educational Programs

Below are the core foundational components of Pivot Charter School's educational programs:

I. **Personalized Support**: Students learn best when they can have one-on-one dialogue, interaction and instruction with teachers and can receive individualized support in a safe, encouraging environment. The online workshops, tutoring, and the onsite classes supplement the online curriculum platforms and allow students to receive the support they need.

II. **Flexible Scheduling**: Students who have to raise their own children, support their families or themselves, or who are engaged in schedule-limiting activities, want and need to receive a high school diploma, but they are constrained by conventional school schedules and opportunities. Additionally, some students cannot handle the traditional burden of five or more courses at one time all year long, or for a full semester block; their learning style requires them to focus on one or two courses intensely for a shorter amount of time.

III. **Unique Physical Learning Environment:** Elements such as lighting, use of color, flooring, and furniture matter to teachers and learners. School design should create a space that is inviting and comfortable, as well as professional, high-tech and utilitarian. Work stations are easily assembled and movable for individual and group project use. Students and teachers at Pivot have access to multiple learning spaces and resources.

IV. **Rigorous Academics**: Raising the academic bar while providing proper guidance and assistance creates students who will exceed traditional expectations and excel in new learning environments, including dual enrollment in college courses and Advanced Placement classes. All Pivot students of appropriate age are encouraged to concurrently take community college courses, take AP courses, and apply to colleges in order to earn advanced degrees after graduating from high school. Pivot recently created a part time position of a concurrent enrollment and college counselor at each school to support students in these endeavors.

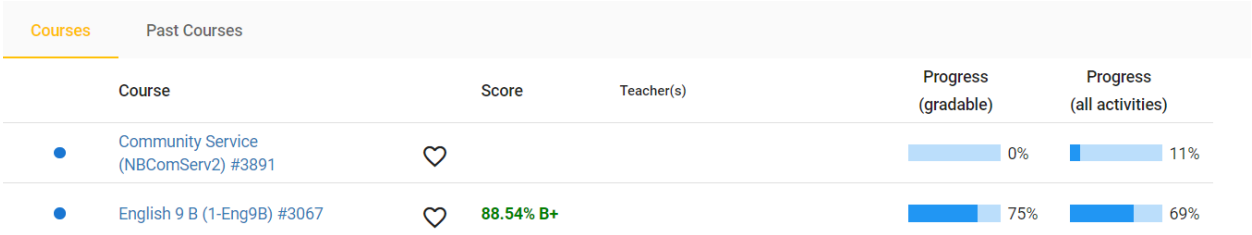
V. **School-to-Career Goal Setting**: Students who focus on their career potential and receive ongoing, relevant information about careers, colleges and personal options will formulate long term goals and follow through in order to meet those goals. Pivot's new Career & Technical Education courses provide many exciting new opportunities for students to explore career options.

VI. **Service Learning**: Students grow as human beings and lifelong learners when they participate in service learning activities. It is the combination of experiential learning and the personal satisfaction students gain from helping others that makes service learning such an effective teaching and learning tool. High school students are required to participate in 40 hours of

community service each school year in order to graduate.

Pivot Charter School teachers and administrators are able to run daily reports that show daily activity and cumulative progress for each student. Students who are not complying with assignment completion requirements set by the Charter School are contacted primarily by their teacher of record, also called their Educational Coordinator. A notice is also sent to the students' parent/guardian. The student's parent/guardian is contacted on a regular basis to discuss the student's ongoing progress. Interaction between parents/guardians and teachers is a mainstay of the program. Students and parents/guardians are contacted if it is observed that the student is falling behind schedule or if they are not demonstrating satisfactory mastery of course content. An individual action plan is then established by the teaching staff through our intervention system.

Parents/guardians also have access to a Parent Portal that allows them to see, in real time, when their student has logged in, which assignments their student has completed, and what their student's current grades and progress are in each of their courses. Parents/guardians are shown how to navigate this portal during the initial parent orientation as well as by the student's teacher during their regular monthly meetings.



Example of Student Performance Dashboard

Teachers at Pivot hold the CTC certificate, permit, or other document required for their certificated assignment, pursuant to Education Code Section 47605(l)(1), and are available to answer real-time questions from individual students as the students progress through their self-paced course material. The teachers provide tutoring when students need help understanding concepts, and the teachers create small group instruction when school-wide data (such as embedded assessments and CAASPP results) shows that students in particular courses or content areas are lacking in foundational basic skills. Teachers also help students develop their individualized interests by creating projects to supplement the online curriculum.

Students are self-directed and work at a pace and time that is comfortable and workable for them. Courses include text, animations, streaming video and audio, educational games, and other engaging content. Teachers and administrators are able to run reports that show exactly what activities students have completed within the curriculum, which is one way that attendance can be accurately tracked. Performance is measured through demonstration of standards-based competency, not by "seat time" (hours spent in classrooms). Teachers and the administration track

assessment data, monitor course effectiveness and use a daily reporting process to monitor student engagement, progress, and grades. Based on their findings, they communicate expectations to students. Using data and findings from assessments and other data sources, teachers appropriately modify instructional methods and content and guide student learning. There is so much real time data available about student progress to educators and parents at Pivot, it is impossible for students to slip through the cracks.

The Pivot Educational Coordinators are employed by Pivot Charter School. They have a very different job description from a traditional classroom teacher. Educational Coordinators are not responsible for mapping curriculum to assessments or planning daily lessons aligned to state standards. These tasks are accomplished with the provided online curriculum. Teachers use the aligned curriculum to guide students during synchronous instruction, tutoring, and on an individual basis as needed. The role of the Pivot teacher is primarily to ensure that the students assigned to them receive the necessary support to be successful, work to the student's full potential and for the student to graduate from high school, or promote to the next grade level.

In addition to the EC's responsibilities of overseeing a student's educational program online, ECs are required to be at the Charter School resource center, working with students and providing assistance in the EC's specific area of expertise by providing learning lab times, office hours, small group instruction, tutoring and intervention. Students at Pivot receive a significant amount of individual attention from Pivot's CTC credentialed teachers.

Some workshops that have been offered at the Pivot resource centers during learning lab hours are: Greek theater, drama, science lab, film, robotics, guitar, visual arts, jogging, writing workshop, and yearbook.

Graduation Requirements

Pivot Charter School Riverside has graduation requirements above and beyond the State minimum requirements, while recognizing that students who enroll at the Charter School are often credit deficient and/or behind in their foundational academic skills. Because of such deficits, Pivot offers students flexibility to complete required courses for high school graduation. As Pivot Charter School Riverside holds high expectations for its students, maintaining a broad course of study, there are times when flexibility provides students the motivation and feasibility of earning a high school diploma, when the student may not have believed graduation was possible.

Graduation Requirements

Pivot Graduation Requirements
English - 40 credits Four years of English that integrates reading of classic and modern literature, frequent and regular writing, and practice listening and speaking
Math - 30 credits Three years of mathematics, including Algebra. *Four years recommended*
Science - 20 credits Two years, including biological and physical science. *Three years recommended*
Social Studies - 30 credits Three years of history/social studies, including one year of U.S. history and geography; one year of world history, culture, and geography; one semester of American government and civics, and one semester of economics. One semester of Ethnic Studies (required to graduate in 2030).
Visual and Performing Arts - 10 credits One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art
World Language - 20 credits Two years of the same language other than English or equivalent to the second-level of high school instruction *Four years recommended*
Electives - 30 credits This category includes Career Technical Electives
Physical Education - 20 credits Two years
Community Service - 20 credits Number of required hours varies per grade-level
Community College - 2 Courses From any of the categories above
220 credits

Subject to appropriations by the State, the Charter School will comply with the requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduation in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester

course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.

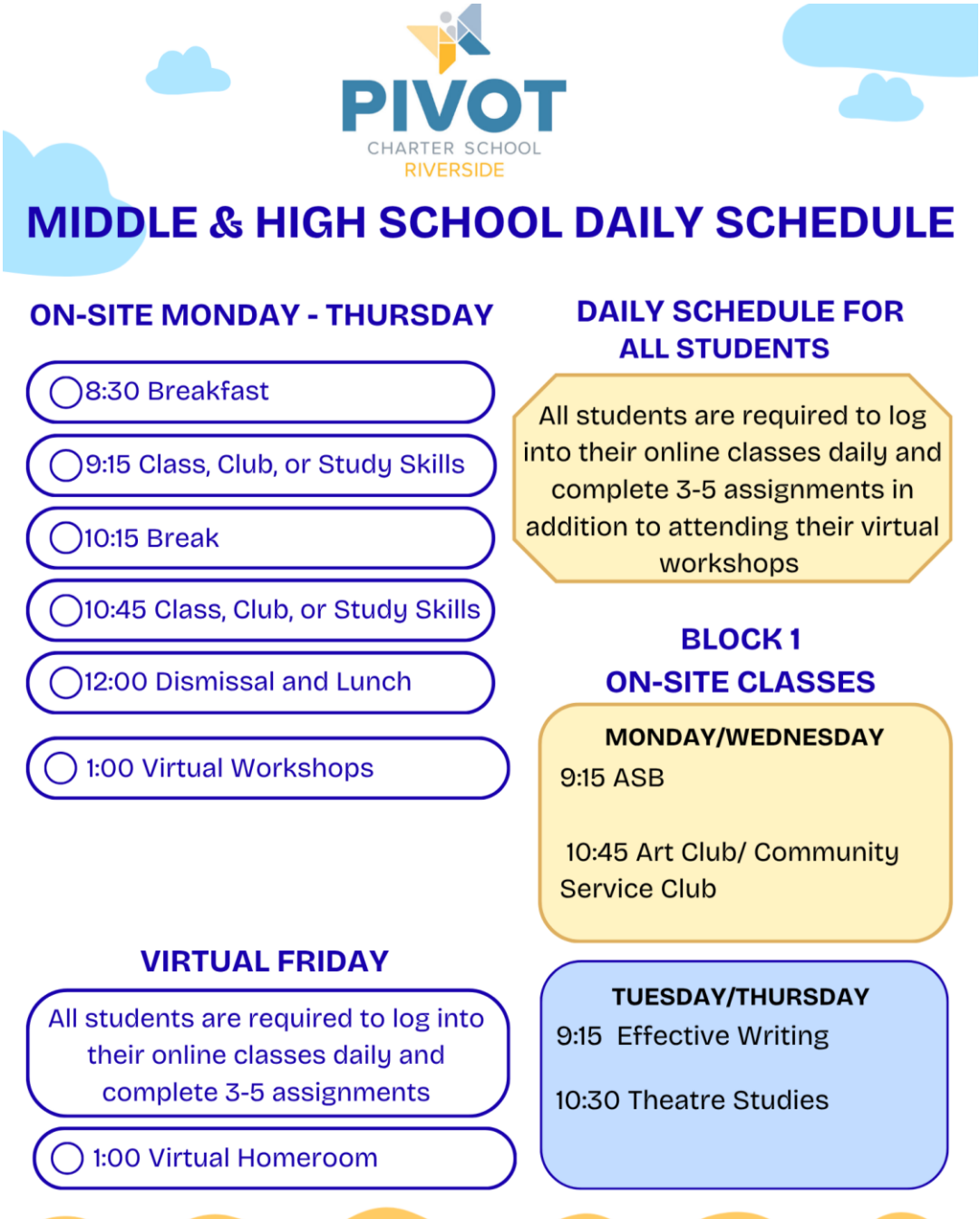
Schedule

A student's schedule depends on the student's needs and their ongoing level of academic performance. Some students may never need to come to the resource center and their studies remain completely "virtual." Students who maintain a virtual study program must demonstrate a high level of independence, maturity and ongoing high levels of performance both in assignment completion and in quality of work.

Students may attend the learning lab program at the resource center in a way that best fits their needs. Some students attend regularly while others just drop in as needed to meet with their teacher and get help at varied times. Pivot Charter School recognizes that students working online and in independent study must have a significant level of independence or support at home in order to be successful. Not all students have that self-motivation or independence to maintain a virtual-only study plan. Therefore, Pivot has developed various supportive programs available at our resource center to support all students in meeting their educational goals using the online curriculum.

For the 2025-26 school year, virtual workshops will be held 1:00 pm-1:50 pm to allow for more uninterrupted in person time for the supplemental on-site and provide a more robust daily schedule for students. This is a sample schedule for students in grades 6-12 that includes the supplemental site-based program with hands-on activities and workshops as well as delineating daily responsibilities and supports for all students, regardless of whether or not they attend a supplemental on site program:

A sample schedule for the supplemental on-site program at Pivot Charter School Riverside


PIVOT
CHARTER SCHOOL
RIVERSIDE
MIDDLE & HIGH SCHOOL DAILY SCHEDULE
ON-SITE MONDAY - THURSDAY
8:30 Breakfast
9:15 Class, Club, or Study Skills
10:15 Break
10:45 Class, Club, or Study Skills
12:00 Dismissal and Lunch
1:00 Virtual Workshops
VIRTUAL FRIDAY
All students are required to log into their online classes daily and complete 3-5 assignments
1:00 Virtual Homeroom
DAILY SCHEDULE FOR ALL STUDENTS
All students are required to log into their online classes daily and complete 3-5 assignments in addition to attending their virtual workshops
BLOCK 1
ON-SITE CLASSES
MONDAY/WEDNESDAY
9:15 ASB
10:45 Art Club/ Community Service Club
TUESDAY/THURSDAY
9:15 Effective Writing
10:30 Theatre Studies





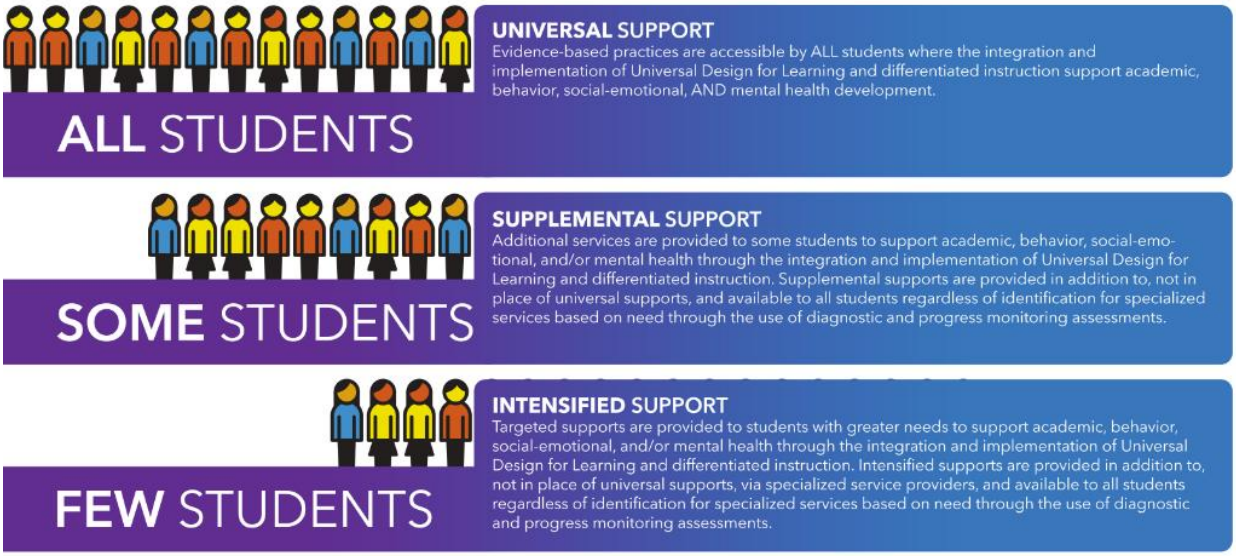
The elementary program meets in its own separate room, a self-contained classroom of multiple aged students. The elementary program is designed to get students AWAY from their computers; it is for socialization and hands-on projects and activities, tutoring, and academic assistance, with breaks interspersed throughout the morning. The program is designed to get students to LOVE learning. Students receive help progressing through their courses during tutoring time and participate in skill building, arts and hands-on projects during the onsite program. In addition to the onsite program, the elementary program organizes and facilitates multiple off-site excursions, field trips, etc. The elementary team also provides virtual workshops for students and families on a variety of topics and interests.

A sample schedule for students in grades TK-5 that includes morning project-based activities and workshops:

	Monday	Tuesday	Wednesday	Thursday	Friday	RIVERSIDE
Schedule:	**Resource Center/Field Trips** (9:00 am - 12:00 pm) **Family Monthly Meetings**	**Virtual Student Check-in** (11:00 am - 11:30 am) **Family Monthly Meetings**	**Resource Center/Field Trips** (9:00 am - 12:00 pm) **Family Monthly Meetings**	**Virtual Student Check-in** (11:00 am - 11:30 am) **Family Monthly Meetings**	**Virtual Homeroom** (12:30 pm - 1:00 pm) **Family Monthly Meetings**	
Virtual Options:	**Amazing Animal** (12:30 pm - 1:00 pm)	**K-3 Support** (12:00 pm - 12:30 pm)	**4/5 Support** (1:00 pm - 1:30 pm)	**Show and Tell/Read Aloud** (12:00 pm - 12:30 pm)	First Friday of Every Month - Pivot Wide Elementary Homeroom	
	4/5 Support (1:00 pm - 1:30 pm)	**4/5 Support** (1:00 pm - 1:30 pm)	**Creative Corner** (1:00 pm - 1:30 pm)	**4/5 Support** (1:00 pm - 1:30 pm)	Last Friday of Every Month - SEL Homeroom	
Description/Instructional Time with Learning Coach at Home: *Instructional Learning Coach can use student check-ins, workshops, and homeroom as prep time for lessons and activities.	**Resource Center**: Join us for STEM, collaborative art projects, games, buddy reading, movie day, and field trips. **Parents**: please use 1PM-3PM for Learning Coach time to prep, complete assignments at home, and monthly meeting (scheduled at the beginning of each month)	**Workshop**: opportunities for students to socialize with their peers and drop in for additional support on assignments. **Parent**: 8-2 working with instructional learing coach at home, 2:30-3 learning coach prep time, and monthly meeting (scheduled at the beginning of each month)	**Resource Center**: Join us for STEM, collaborative art projects, games, buddy reading, movie day, and field trips. **Parents**: please use 1PM-3PM for Learning Coach time to prep, complete assignments at home, and monthly meeting (scheduled at the beginning of each month)	**Workshop**: opportunities for students to socialize with their peers and drop in for additional support on assignments. **Parent**: 8-2 working with instructional learing coach at home, 2:30-3 learning coach prep time, and monthly meeting (scheduled at the beginning of each month)	**Homeroom**: opporunity for students to socialize with their peers, engage in SEL lessons, and other enrichment activities **Parent**: 8-2 working with an instructional learning coach, 3-4 prep time for learning coach, and monthly meeting (scheduled at the beginning of each month)	

If any student in any grade is not consistently completing the required number of daily assignments, they may be required to attend one of the programs at our Resource Center, move from one program to another, or they may face involuntary removal if after significant intervention is implemented the student fails to demonstrate satisfactory educational progress. For students who reside beyond a 45-mile radius from the resource center, teacher meetings are available online through video conferencing, online classrooms, and/or via telephone/teleconference with their teacher.

Multi-Tiered System of Supports



A progressive tiered program, aligned with the MTSS continuum of support, was created to

provide structured support to all students at Pivot Charter School in the academic, social-emotional/mental health and behavioral domains. At the Tier 1 level, Universal Supports are available to all students and embedded into the instructional program at Pivot. These supports are designed to help students succeed academically and to build the social experiences and skills they need to grow as healthy, effective individuals. This includes opportunities such as daily synchronous academic workshops, weekly synchronous SEL lessons, field trip and club offerings, tutoring hours, and our thrice yearly diagnostic testing through i-Ready in Reading and Math. While many students are able to be successful with the integrated universal supports, other students, at varying points throughout the year, may find themselves struggling and require extra support.

Additional supports through the MTSS process are implemented prior to a conference being held to determine if independent study is the most appropriate placement for the student pursuant to the Pivot Governing Board approved independent study policies and Education Code. The first step in the MTSS process for identifying appropriate additional support for a particular student is to hold a Student Support Team meeting with the student, Educational Coordinator, parent/guardian and additional support staff as applicable (Education Specialist, counselor, ELD teacher, etc.) During this meeting, data will be reviewed and a process of inquiry will help to identify the barriers that are causing the student to struggle. Often, students are struggling to feel engaged or motivated in their schoolwork or they are struggling to balance outside factors such as health or mental health and/or familial responsibilities. Other times, students are coming to us with severe academic deficits and need a more specialized plan of academic support which could include intervention with our Reading Intervention Specialist or taking one of our intervention courses. In some cases, through this process, a student may subsequently be assessed to determine whether they qualify for special education services (see Special Education Plan and SST Process sections of the charter). Students who are coming in behind in their basic skills and who are willing to work with Pivot teachers will more often than not "catch up" as that is a primary focus of our schools. Pivot balances high expectations with high support, helping students to build the confidence and opportunity to feel successful in school and transform their experience in education.

When students struggle, the MTSS process becomes an integral component to support students and creatively identify and implement strategies to support improvement and academic success. At Pivot Charter School, a student receiving supplemental or intensified support will engage in short term interventions that include action being taken by all members of the team, including the student, Educational Coordinator and parent/guardian in order to find academic success. As a student meets their goals, the interventions and actions taken will be scaled down and move toward student independence within the program. This could require changes in the student's education plan and/or in how the EC implements the education plan. Extensive efforts and adjustments are employed by the student's support team to help a student adapt to, and subsequently succeed in, our program.

Identification of Students for Additional Support

ECs run daily and weekly reports on the work product that every student is completing. Students whose reports demonstrate that they have not been making adequate progress will be flagged. Based on the reports that teachers run and by watching students online and at the resource center, an EC will usually notice right away when a student is struggling. Either the student is not turning in a satisfactory amount of work or the student is receiving poor grades (or both).

In general, the EC will initiate the intervention process. The EC, together with the student and parent if possible, will develop an intervention plan and mail and email an intervention notice to the student and the family. Intervention plans may include, but are not limited to:

- Daily check in (student & EC)
- Daily report (EC to parent)
- Student/Parent/Teacher conference
- Creation of a weekly assignment calendar
- Assignment retakes
- Required attendance in one of the resource center programs
- Tutoring
- Curriculum change
- EC transfer
- Study skills counseling and planning

Progress through MTSS

An action plan as a result of a Student Support Team meeting will be tried for a period of at least two school weeks before reevaluation of student progress is made. If the student is not improving sufficiently an alternate action intervention plan is developed, in conjunction with the student team.

If, after implementing the MTSS cycle, a student is still not making adequate progress, usually due to a lack of student participation, the Charter School may determine that remaining in independent study is not in the best interest of the student and that student may be referred back to their district of residence. This is done only after a careful review of the student's academic progress, as well as the communication and support put in place by the student team, by a panel of administrators. Students and families are notified of this determination in writing and have the opportunity to appeal the decision and attend an appeal hearing to present their reasoning and changes that would be made in order for the student to find success in the independent study setting. Pivot is committed to ensuring that all possible attempts have been made in order to support students in finding success, while also ensuring that adequate educational progress is achieved.

Student Performance Guidelines

Students are expected to log in to the online curriculum website(s) on all school days and complete work. If a student is unable to complete the required work, contact with the EC must be made

immediately. The EC and student will create a makeup schedule when work needs to be completed. Students are expected to complete and pass at least 4 assignments as a daily average. Modifications can be made by the EC depending on the work that needs to be completed. This number of assignments is the total number of graded assignments to be turned in daily, not the number of assignments per class.

Remediation Policy

In an effort to provide support to all of our students in achieving academic success, Pivot Charter School Riverside offers several options for a student who does not do well on homework, tests, and exams in the form of multiple attempts and resets. In general, any assignment or test may be taken up to three times in an attempt to improve performance. Before retaking an assignment, a student should review the instructional material and contact their EC if they have any questions or concerns. If a student still does not pass an assignment after three attempts, the student MUST contact their EC to determine how to proceed. Oftentimes, the Educational Coordinator will require that the student sign up for tutoring or attend the online workshops that are offered in EVERY content class in which they are enrolled each block and seek support before the student is allowed to proceed.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING

Pivot Charter School believes that all children possess gifts and talents that are unique and precious. High performing students at Pivot Charter School will benefit from all the same programmatic structures that low-achieving students do. They are identified by test scores and internal assessments. Students can rapidly progress in their academic studies as they are permitted to complete classes at a rate that is commensurate with their abilities. The curriculum has multiple opportunities for the high-achieving students to expand their knowledge and skills through higher-level inquiry and small group instruction as well as by offering 13 AP classes through the online curriculum. High achieving middle school students have the opportunity to take some courses for high school credit including certain electives as well as Algebra.

During the 2022–23 school year, Pivot Riverside recorded a single concurrent enrollment, which resulted in a successful passing grade of C or better. In 2023–24, the number of successful enrollments increased by 900% to ten, followed by an additional 80% increase in 2024–25, reaching 18 total college course enrollments. Notably, every concurrent enrollment during this three-year period resulted in a passing grade, representing a 1,700% overall increase in successful college course completions since 2022–23.

This growth reflects Pivot's ongoing commitment to expanding college access through strong partnerships with local institutions. Pivot offers annual college tours to Norco College and

Riverside City College, as well as visits from UC and CSU outreach representatives, allowing students to explore higher education options firsthand. Additionally, Pivot Riverside has recently signed a data-sharing MOU with the RCOE to participate in the CSU Early College Acceptance Program. Pivot Charter Riverside also maintains guaranteed admission agreements with CSU San Marcos, Sonoma State University, CSU Stanislaus, and CSU East Bay for students who complete A–G coursework, providing a clear pathway to four-year college opportunities.

Pivot Riverside further participates in the UC Eligibility in the Local Context program, expanding opportunities for high-achieving students to gain early consideration for admission to UC campuses. This initiative complements other college access programs, ensuring students have multiple pathways to both CSU and UC institutions.

Furthermore, Pivot Charter Riverside is an active member of the NCAA Eligibility Center, ensuring that student-athletes have access to verified academic and athletic pathways to collegiate programs. This participation underscores the Charter School's commitment to supporting students in pursuing higher education through both academic and competitive athletic opportunities.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING

Students who are not meeting the standard on the CAASPP tests, or who are below or far below grade level on the i-Ready assessment in math or language arts, will be supported through the following methods:

Tutoring: Credentialed teachers provide tutoring to Pivot Charter School students during their designated time at the resource center.

Subject Specific Support Courses and Tutorials: If a student is struggling in a particular subject, they may be simultaneously enrolled in a support course or tutorial designed to target gaps in understanding. For example, if a student is taking Pre-Algebra, but is lacking some of the basic skills taught in 6th grade math, the student will be required to complete remediation in that area through i-Ready lessons and an opportunity for one-on-one tutoring that can focus on re-teaching material the student missed in their 6th grade math course. Additionally, if a student received an F grade or did not complete a subject in a previous year in grades K-8, they will receive a specialized course schedule plan that includes bridging courses which are designed to cover material that was previously missed as well as material from their current grade level. It is important to note that all efforts are made to keep or bring students up to grade level appropriate courses to ensure that adequate progress is being made while remediation is occurring.

i-Ready Instruction: Students in K-12 can participate in the i-Ready instructional plans that are developed after a student takes the i-Ready Diagnostic in Reading and Mathematics. These instructional plans are customized to support each student individually and build the skills that

were shown as deficient on the tests.

The online curriculum used at Pivot Charter School also meets the needs of exceptional students, students for whom English is not their first language and all students who enter below grade level by:

- building on existing reading, writing and math skills;
- placing the child at different levels for math and language arts as appropriate;
- encouraging kids to become active learners through exploration and discovery;
- encouraging and supporting students in concurrent enrollment;
- introducing new learning opportunities in a safe, supportive environment; and
- balancing learning with fun.

The computer is very engaging for some children. Some children, when faced with textbooks or non-interactive environments, exhibit ADD/ADHD-like behavior, but, when faced with an interactive system, are often successful in focusing and learning. The computer is impersonal so children on the Autism spectrum (specifically children with Asperger's Syndrome) learn well without the distraction of interpersonal relations.

Pivot Charter School serves students who have anxiety disorders and stress related illnesses as well as those with challenging health issues. The one-on-one assistance they receive, the individual pacing of the curriculum and the comfortable learning environment allows these students to thrive. Additionally, Pivot implements a program called Pivot P.R.I.D.E. that includes integrated Social Emotional Learning lessons in the curriculum, targeted SEL synchronous instruction in small groups once per week, and is incorporated throughout the program.



Pivot P.R.I.D.E. is an innovative and comprehensive school culture building initiative that aims to empower our students, staff, and caregivers by fostering a positive and inclusive learning environment. Each letter in P.R.I.D.E. represents a core value that we believe is essential for personal and academic growth: Perseverance, Readiness, Inclusivity, Dedication, and Excellence.

Through Pivot P.R.I.D.E., we strive to embed our school community with crucial social-emotional learning skills and enhance our overall school climate. This initiative goes beyond traditional academics, recognizing that the development of these important life skills plays a vital role in the success of our students both inside and outside the classroom.

Perseverance: We encourage our students to cultivate a growth mindset and embrace challenges as opportunities for personal growth. By teaching the importance of perseverance, we equip our students with the resilience to overcome obstacles and achieve their goals. This core value is tied to the SEL core competency of Self-Awareness.

Readiness: We believe in preparing our students to be adaptable and responsive to the ever changing world around them. Through a focus on readiness, we encourage our students to be proactive learners, equipped with the skills and knowledge necessary to succeed in an evolving society. This core value is tied to the SEL core competency of Self-Management.

Inclusivity: We celebrate and embrace the diverse backgrounds, perspectives, and experiences that make our school community unique. By promoting inclusivity, we foster an environment where all individuals feel valued, respected, and included. This core value

is tied to the SEL core competency of Relationship Skills.

Dedication: Dedication is a key value that drives our commitment to continuous improvement and lifelong learning. We encourage our students to set goals, work diligently, and take ownership of their education. This core value is tied to the SEL core competency of Responsible Decision Making.

Excellence: We believe in the pursuit of excellence, both academically and personally. Excellence serves as a guiding principle, inspiring our students to strive for their personal best in all they do, while maintaining high standards of achievement and character. This core value is tied to the SEL core competency of Social Awareness.

Pivot P.R.I.D.E. is a collaborative effort involving students, staff, and caregivers alike. By working together, we can create a supportive and nurturing environment that encourages the development of well-rounded individuals who are prepared to navigate the challenges and opportunities of the future.

Socioeconomically Disadvantaged Students

Socioeconomically disadvantaged students as well as foster and homeless students are assigned a credentialed teacher who has a proven track record of working well at supporting students and their families who are struggling. We refer to this EC as a special populations EC. They have additional duties and responsibilities to work with our counselors as well as our Community Liaison to ensure these students have access to resources and support beyond the Charter School. The Community Liaison position is new in the 2024-25 school year. The position focuses primarily on ensuring that Pivot has strong partnerships in the communities that support our students. All students are loaned chromebooks and some also receive internet hot spots to ensure students can access their curriculum in their homes.

PLAN FOR STUDENTS WITH DISABILITIES

Overview

Pivot Charter School Riverside shall comply with all applicable state and federal laws in serving students with disabilities, including but not limited to Section 504, the ADA, and the IDEA.

Pivot Charter School will be categorized as its own local educational agency ("LEA") for purposes of special education, and is a member of the El Dorado County Charter Special Education Local Plan Area ("SELPA") in accordance with Education Code Section 47641(a). (see appendix K - Letter of Good Standing with the El Dorado County Charter SELPA)

Pivot Charter School Riverside shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms. The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

Any student with any disability may enroll at Pivot Charter School Riverside. Pivot serves all students who qualify for special education under the IDEA, regardless of disability category, severity of need, service intensity, or proximity to the resource center. Pivot does not limit access based on disability type, anticipated placement, or required services. Every eligible student is welcomed, served, and supported to the full extent of their Individualized Education Program (IEP).

Pivot Charter School Riverside shall be solely responsible for its compliance with Section 504 and the ADA. All facilities of the Charter School shall be accessible for all students with disabilities in accordance with the ADA. Pivot Charter School Riverside facility shall not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular programs offered by Pivot Charter School Riverside.

Implementation of Special Education and Related Services at Pivot

Pivot Riverside has consistently maintained a student population of approximately 20% students with disabilities over the past five years. We believe this is due in part to our inclusive approach to education. Our general education program offers a supportive and personalized learning environment, with features such as small group instruction, flexible accommodations, and modified assignments. This inclusive approach makes the addition of individualized special education services smoother for many students, creating a more comfortable and successful learning experience. **In essence, our general education program acts as a strong foundation, making the addition of special education services even more effective.**

When a new student enrolls who has an existing IEP, the special education team reviews the IEP and arranges appropriate services to begin immediately either through contracted vendors (for low incidence) or the Pivot Education Specialist. An interim IEP is written during an IEP meeting held with parents, administrators, and educators to discuss the services that will be provided. During the IEP meeting, the Pivot team also shares information with the parents about how Pivot works for general education and special education. This is also the time that the special education team reviews the student's progress with the general education teacher, called an Educational Coordinator, and will discuss any additional needs the student may have.

All decisions about service delivery, placement, and transportation are made solely by the IEP team based on the student's unique needs. Decisions regarding service delivery method (virtual

vs. in-person) must always be an individualized IEP team decision.When needed and in accordance with their individual IEPs, students are grouped in pull out programs based on abilities, age, qualifications, and individual student needs.We encourage in-person services whenever the IEP team determines the student benefits from face-to-face instruction with a credentialed Education Specialist. We also recognize that some students, particularly those with anxiety, emotional challenges, or living in remote counties, struggle to attend in person. For students who benefit from in-person services but cannot access transportation, the IEP team considers transportation as a related service, consistent with IDEA.. Usually only students who have a medical release, or it is written into the IEP receive their services virtually. Pivot Charter School Riverside pays for transportation for students with an active IEP when it is written into their IEP.

It varies at each Pivot school, but generally there are three different Specialized Academic Instruction ("SAI") groups: elementary, middle, and high school. There are typically no more than 5 students in Specialized Academic Instruction groups. Groups are established based on primary disability and specific learning disability eligibility. Student IEP goals are measured in a variety of ways. Data is gathered through teacher observation, core class work samples, and through different programs used in the specialized academic instruction pull out time. MyLexia is a program that assesses student reading levels and then helps the student progress in their reading goals. Pivot Charter School also utilizes i-Ready to assess students' reading and math skills and approximate grade level placement.

The majority of students who qualify for special education at Pivot have specific learning disabilities, but there are also many students with significant emotional challenges, most frequently with depression and anxiety. Students frequently come to Pivot because they have not been able to progress in traditional school settings due to these emotional struggles. When they first arrive, Pivot will establish counseling services for the student and attempt to have them come to the resource center at least one day per week to meet with the counselor and education specialist for academic support. The hope is to increase their time at the facility, as they are helped to become more comfortable in the academic setting. Some students, especially those with high levels of anxiety or stress, choose to come after hours, when other students are not at the resource center.

In addition to students with learning disabilities and emotional challenges, Pivot serves students on the autism spectrum, or with orthopedic impairments and some who are hard of hearing. Many of our students come to us after being out of school for some time and may have overdue IEPs, or have changed schools many times and have missing records or incomplete assessments. Pivot has also served students living in group homes or foster homes, as well as students who are homeless. Pivot has met all of our mandated special education timelines throughout the years, despite the complex situations our students are experiencing.

Riverside Eligibility Category	# of Students

Autism (Aut)	15
Other Health Impairment (OHI)	17
Specific Learning Disability (SLD)	13
Other	5

Student IEP meetings are held at least two weeks prior to the student's IEP due date, and a copy of the existing IEP is sent home to parents a week before the meeting. This provides the parent time to review the current IEP and have questions ready at the meeting. Parents are also always contacted during the IEP writing process and asked what concerns they may have relevant to their student's learning.

Pivot Charter School Riverside has three Education Specialists who oversee special education at the local resource center, under direction from the Pivot-wide Director of Special Education. Each Pivot school also has an Educational Psychologist, two counselors and myriad service providers who are contracted to serve students with low incidence disabilities. The Education Specialist's day is spent serving students directly, catching up with students and tracking goals, and collaborating with vendors such as a speech therapist, counselor or occupational therapist. In partnership with the Director of Special Education, the Education Specialist's job is to maintain communication with the Educational Psychologists and various vendors. Based on each student's IEP, service providers may see a student 1-5 times a week. The Education Specialist gives the service providers student goals at the beginning of each semester. The Education Specialist catches up with service providers on a weekly basis, and is always aware of any outside work that the student is working on. The Education Specialist also works closely with the student's Educational Coordinator to ensure that the student is working in their classes and are on track to finish by the end of the semester. These supports are implemented so there is no slipping through the cracks at Pivot Charter School.

Services for Students under the "IDEA"

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all County or SELPA inquiries, to comply with

all SELPA directives, and to allow the County or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

Immediate Procedures Upon Enrollment (CALPADS Verification & Interim IEP)

Upon enrollment, Pivot immediately verifies the student's status in CALPADS, reviewing the following fields to ensure continuity of services:

- Student with Disabilities Indicator
- Special Education Plan
- Special Education Services
- Special Education Meeting History
- Primary Disability and Secondary Disabilities

This allows us to assign an appropriate case manager before the first day the student receives instruction.

Staffing

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

The Charter School will be 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. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Education Specialists serve as case managers and are responsible for coordinating, implementing, and monitoring IEP services in collaboration with the Director of Special Education, Educational Coordinators, school psychologists, counselors, and contracted service providers. Education Specialists regularly review provider service logs, student progress toward IEP goals, and service delivery timelines to ensure compliance and continuity of services.

All Education Specialists provide services both on site and remotely to ensure students receive support in the instructional modality that best meets their individual needs, as determined by the IEP team. For students receiving virtual services, Pivot Charter School Riverside may assign an Education Specialist from another Pivot campus, as geographic location does not impact the

delivery of virtual instruction. This staffing model ensures timely service delivery and access to appropriately credentialed personnel regardless of student location.

Pivot Charter School Riverside maintains oversight of all contracted and itinerant service providers through ongoing supervision and review of service documentation to ensure adherence to SELPA guidelines, credentialing requirements, and IEP service minutes.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School will adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement 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 general education program have been considered, and where appropriate, utilized.

The Charter School will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Pivot follows SELPA assessment and child find procedures, including:

- Parents may request an assessment at any time, verbally or in writing.
- Pivot responds with prior written notice and an assessment plan within 15 days.
- Assessments are completed within 60 days unless extensions are agreed upon.
- We conduct multidisciplinary, nondiscriminatory assessments.
- Child Find obligations exist continuously, not only after general education interventions.

Assessments

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

IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program ("IEP") meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Director of Special Education and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student, if appropriate; the student's parent/guardian; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

Pivot convenes and documents all IEPs consistent with IDEA timelines:

- Annual IEPs
- Triennials
- 30-day interim IEPs
- Amendment meetings
- Parent-requested IEP meetings (held within required timelines)
- Emergency or review meetings as needed

Parents are full participants. We offer:

- In-person or virtual meeting options
- Interpreter services
- Copies of assessments and all communication in parent-preferred languages

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's

progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Pivot has internal monitoring procedures that include:

- Weekly review of service logs
- Immediate action plans if service minutes fall behind
- Communication with families within 48 hours to resolve concerns
- SELPA support for dispute resolution and compliance monitoring

We maintain full alignment with SELPA dispute-resolution pathways.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Within 30 days, Pivot convenes an Interim IEP meeting to:

- Confirm services
- Verify accommodations and modifications
- Ensure the student can access FAPE in a personalized independent study model
- Determine whether any adjustments are needed
- Consider the continuum of placement options, including in-person and virtual access as appropriate

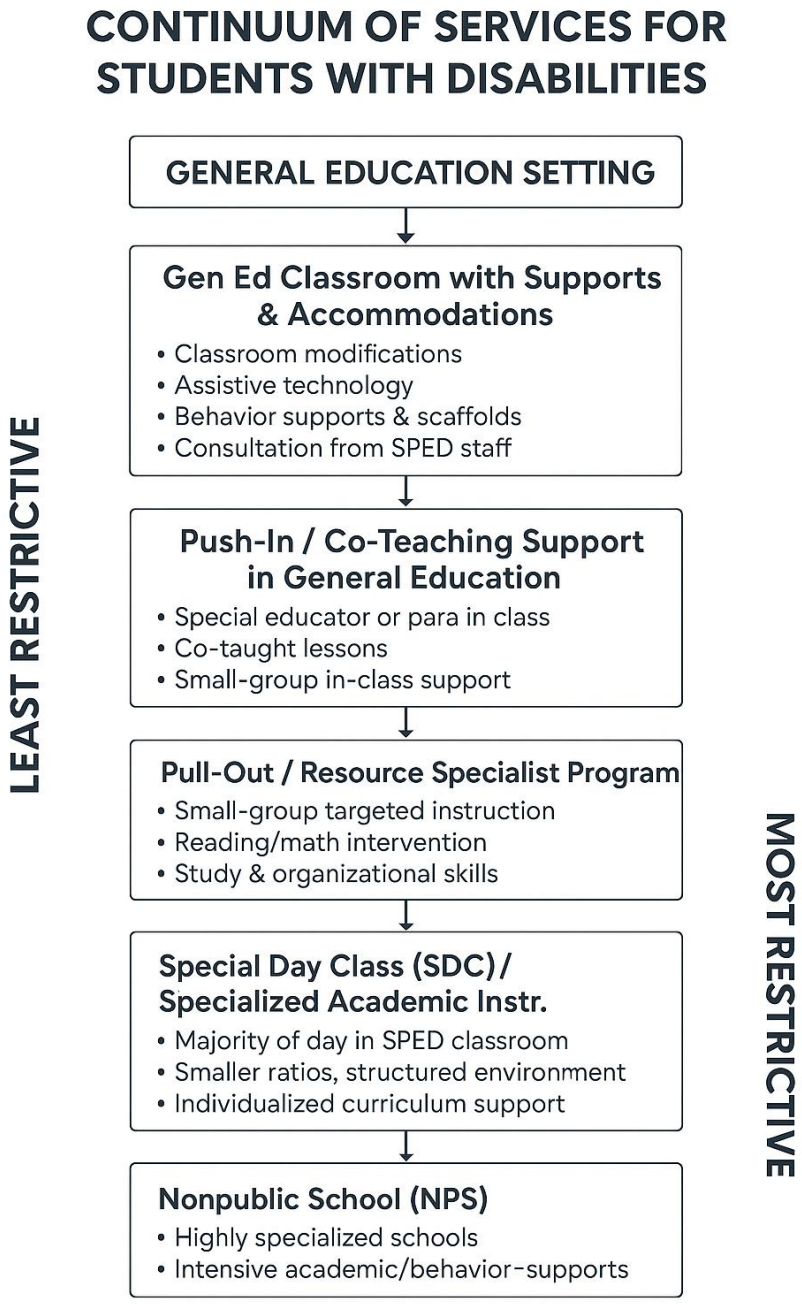
This process ensures full compliance with SELPA guidelines for interim placement.

Service Delivery Model & Continuum of Services

Pivot provides the full continuum of placement options required under IDEA and SELPA local plans and policies. A diagram of Pivot's continuum is below.

Students are served in:

- General education with accommodations and supports
- General education with push-in support
- Pull-out resource services in very small groups (typically 2–4 students)
- Specialized Academic Instruction for Mild-to-Moderate Support Needs (MMSN)
- Specialized instruction for Extensive Support Needs (ESN)
- Contracted services for related services (speech, OT, PT, counseling etc…)
- Placement in NPS or other more restrictive settings when the IEP team determines it is necessary to provide FAPE



Placement decisions are always based on the student's unique educational needs, not solely on the disability category.

Description of Pivot's Special Education Programs

Mild to Moderate Support Needs Program

- Designed for students with:
- SLD
- Mild Intellectual Disability
- Autism (mild/moderate)

- Emotional Disturbance
- OHI/ADHD

Supports include:

- Small-group pull-out (2–4 students)
- 2-3 sessions weekly with credentialed specialists
- Grade-level access with accommodations and modifications
- Organizational skills instruction
- Social-emotional support integrated into instruction

Extensive Support Needs Program

- Designed for students with:
- Severe or moderate-to-severe Autism
- Multiple Disabilities
- Deafblindness
- Significant ID
- Severe ED requiring intensive support

Supports include:

- Highly individualized instruction
- Functional skills instruction
- Communication and adaptive behavior supports
- A specialized curriculum (TeachTown) selected for its suitability in independent study+structured intervention models
- Frequent virtual or in-person sessions based on the IEP team's decisions

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of the student's disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by

parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it will be subject to the allocation plan of the SELPA.

PLAN FOR STUDENTS UNDER SECTION 504

Pivot Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the charter school. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504. Pivot Charter School has written policies and procedures that outline the requirements for identifying, evaluating, and serving students with a Section 504 plan.

The Section 504 Coordinator is served by an individual who is trained to serve in this capacity.

A 504 team shall be assembled by the Section 504 Coordinator and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team shall 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, which shall evaluate the nature of the student's disability and the impact upon the student's education. This evaluation shall 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 including those tailored to assess specific areas of educational need and not merely those that 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 under Section 504 is made by the 504 team in writing and noticed in writing to the parent(s) or guardian(s) 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 special education assessment 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 a free appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information used during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff. The 504 Plan shall describe the disability, the impact of the disability, and 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 Section 504 Plan. The Section 504 Coordinator will ensure that all individuals who are involved with the student's education are implementing the plan as previously determined by the 504 team. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan shall be reviewed at least once per year to determine the appropriateness of the plan, needed modifications to the plan, and continued eligibility.

Upon enrollment, students who transfer to Pivot Charter School and have an active Section 504 plan will receive appropriate accommodations based on their 504 Plan.

Pivot Charter School Counselor

Pivot Charter School recognizes that a successful education extends beyond academics. Mental health, motivation, and social emotional support play a crucial role in a student's overall well-being. Recognizing this need, Pivot Charter School has a school counselor in place to provide students with the additional individualized support that they may need to be successful in their

academic careers and to promote an overall well-being. The school counselor is available to students, families, and staff in various capacities including, but not limited to, the following: School-wide crisis planning and prevention, crisis support suicide prevention, intervention, and postvention, academic support and intervention, bully prevention, community referrals, and more based on the needs of our unique student population. Additionally, the school counselor provides conflict resolution skills and strategies, behavioral support, and counseling support services. The school counselor also works with Pivot Charter School staff through consultation when working with students who are facing academic and emotional challenges or concerns. The school counselor is active in working with staff to provide training pertaining to issues of crisis response, mandated reporting, and suicide prevention, intervention, and postvention. In addition to traditional counseling, Pivot's school counselor has also received additional training in distance counseling in order to effectively provide counseling services to students who are virtual learners. Due to the unique Pivot Charter School environment and the variety of student needs, the counselor plays a critical role in supporting students who are dealing with various concerns in order to achieve success in education.

Counseling / Behavioral Health Referrals

Behavioral Health Referral Protocols

Pivot Charter School maintains procedures for identifying and supporting students who may benefit from behavioral health services. Referrals may be initiated by students, parents/guardians, school staff, or other individuals with knowledge of a student's needs. Upon receiving a referral or identifying a concern, designated school personnel will review the student's needs, consult with the student and parent/guardian as appropriate, and provide information regarding available school-based and community behavioral health resources. When warranted, Pivot Charter School may facilitate referrals to outside service providers and will coordinate support efforts consistent with applicable privacy laws and parental consent requirements. Staff members receive training on available referral pathways and procedures for connecting students to appropriate behavioral health services.

PLAN FOR ENGLISH LEARNERS

Pivot Charter School will meet all applicable legal requirements for English Learners, including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Pivot Charter School Riverside will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

Pivot Charter School Riverside will administer the home language survey upon a student's initial enrollment into a California public school (on enrollment forms).

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

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

- Summative Assessment ("SA")

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

Both the ELPAC SA and IA are administered in seven grade spans – K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In K and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups exclusive of speaking, which is assessed one-on-one. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2nd grade will continue to be administered as a paper-pencil test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

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

of that school year.

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

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

Reclassification Procedures

Pivot Charter School Riverside shall reclassify EL students in accordance with (or as specified by) Education Code Section 313(f), as it may change from time to time. ~~Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:~~

- ~~Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.~~
- ~~Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.~~
- ~~Parental opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.~~
- ~~Comparison of the pupil's performance in basic skills against an empirically established range of performance and basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English.~~

Strategies for English Learner Instruction and Intervention

The goal of the Pivot Charter School's English Learner plan is to utilize high quality instructional programs and services for English Learners that allow them, as quickly as possible, to achieve at

the same challenging grade level standards as native-English-speaking students. Pivot Charter School will meet all requirements of federal and state law to provide equal access to the curriculum for English Learners. The Charter School is dedicated to providing these students with an exceptional education, transitioning them into English proficiency as soon as possible. However, the Charter School also recognizes the importance of valuing students' native languages and will reinforce an appreciation for the cultures, customs, and languages of all its students through the Charter School's core curriculum as it focuses on building lifelong learners and community engagement.

The Pivot Charter School curriculum has a dedicated English Language Development curriculum that builds on Multi-lingual Learners existing linguistic strengths in order to accelerate their English language proficiency in reading, writing and speaking. In addition, the Pivot online curriculum provides language support resources and allows students to translate course content into their native language.

Support services for EL students including long-term English Learners or English Learners at risk of becoming long-term English Learners, will include one or more of the following, as needed and appropriate, which services are further detailed below the bulleted list which follows:

- Foundational or "Bridging" Courses which are core content courses that "fill in the gap" of lower grade level material in which students may be deficient
- Designated and integrated English Language Development at the level appropriate for the student
- i-Ready assessments and curriculum that assesses gaps and creates individual and adaptive remediation curriculum
- Small group and one-on-one instruction
- Hands on learning activities to increase engagement
- Connection with the local community college
- High School AP classes, as appropriate.
- Primary language instruction/support
- Participation in Benchmark, Strategic or Intensive interventions
- Tutoring in native language

Students are not excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction, and EL students are not assigned to special education because of their lack of English proficiency.

Parents whose English proficiency is limited will receive notices and information from the Charter School in their native language to the extent possible in order to encourage full participation in the Charter School.

Pivot will engage in an ongoing process of review and improvement for its ELD program. Pivot will invest in professional development, provide time for educators to collaborate and leverage

the collective knowledge and expertise of all educators, Pivot-wide. Pivot understands that clear expectations on how the ELD program will be facilitated will require ongoing "coaching." Pivot delegated an experienced and trained teacher as an ELD lead to help oversee the ELD program, Pivot-wide, to support consistency of ELD messaging, training, program implementation and evaluation.

The percentage of English Learners of Pivot Riverside continues to increase, which we expect to continue at the Charter School:

School Year	2021-22	2022-23	2023-24	2024-25
EL	5	7	11	12
RFEP	12	10	8	13
Total	17	17	19	25
Total %	12.4%	12.1%	11.8%	14.7%

CDE DataQuest

The expanding ELD program at Pivot has transitioned from a primarily integrated approach across all curriculum with individual supports to ensure English acquisition, grammar and a focus on English as a Second Language to a more structured integrative approach with focused and designated instruction for Multilingual (English Learner) students.

Pivot's aim is that English learners, including long-term English Learners or English Learners at risk of becoming long-term English Learners, will be successful not just in an ELD "class," but as lifelong learners capable of expressing themselves and understanding language and context and nuances across all academic content. At Pivot, this means utilizing an engaging research-based curriculum with a specific focus on Long-Term English Learners, such as our current ELD curriculum developed by Dr. Kate Kinsella, *English 3D* , ensuring access to the curriculum with individual and small group supports, and recognizing that a full understanding of language is essential for students to comprehend all content areas.



The ELD program at Pivot uses integrative and designative approaches to ELD in direct, structured and meaningful ways. All staff at Pivot have received greater training in the ELD standards, with the aid of our designated ELD teacher and coordinator, and will include CDE's emphasis on the use of the ELD standards:

The ELD Standards are not to be used in isolation from the CCSS for ELA/Literacy and other State Standards during academic content instruction. Instead, they are designed, and should be used, as a complement to the CCSS for ELA/Literacy and other academic content standards. It is fully expected that all English Learners will receive high-quality instruction based on both the CCSS for ELA/Literacy and the ELD Standards.

 The ELD Standards are not to be used piecemeal at a given proficiency level. To be used appropriately and effectively, standards articulated in both "Part I: Interacting in Meaningful Ways" and "Part II: Learning About How English Works" should be used in tandem in strategic and purposeful ways.

 The ELD Standards do not provide an exhaustive list of all the linguistic processes and resources that ELs need to develop in order to be successful in school. This is especially the case with regard to disciplinary literacy. The ELD Standards do, however, provide descriptions of knowledge and skills that are essential and critical for development, which teachers and curriculum developers can both unpack and expand upon in order to provide a comprehensive instructional program for ELs.

DESIGNATED ELD

Designated ELD is provided by skilled teachers throughout the week (either online in the

afternoons or at the resource center). ELD sessions will guide students through the ELD curriculum with a focus on engagement, particularly speaking and listening, during the synchronous workshop times. Students will also have access to their designated ELD curriculum independently and will be expected to complete independent reading and writing tasks. Through ELD students will advance their English vocabulary, sentence structure and grammar while engaging in close reading, academic interactions, formal writing and presentation on contemporary, high-interest topics. In addition, students in ELD will have a focus on community building and recognizing their strengths as Multilingual Learners including enrichment opportunities such as field trips aligned with the curriculum topics. Students in the Foundational ELD group will have a stronger focus on grammar and vocabulary, as well as speaking, as they become more comfortable utilizing the English language in both formal and informal settings, with many opportunities to practice. Students will be placed in either Advanced or Foundational ELD courses based on their proficiency levels as outlined below. All content in designated ELD is aimed at preparing students for success in English Learner Proficiency assessment and across all content-area courses.

Pivot Designated ELD will:

- Focus on ELD Standards and connect to content standards.
- Be protected time to develop language skills, including an emphasis on academic reading, writing and speaking.
- Focus on meaning, forms, and functions of the English Language.
- Uses frequent formative and corrective feedback for language development.
- Focus on providing extended opportunities for students to use English to interact in meaningful ways. The class will be full of opportunities for extended discourse.

Because students do not necessarily engage in all classes through interactive methods, the Designated ELD will be where Pivot will primarily address the first two phases of the ELD standards which include:

Part I: Interacting in Meaningful Ways

A. Collaborative (engagement in dialogue with others)
   1. Exchanging information and ideas via oral communication and conversations
   2. Interacting via written English (print and multimedia)
   3. Offering opinions and negotiating with or persuading others
   4. Adapting language choices to various contexts

B. Interpretive (comprehension and analysis of written and spoken texts)
   5. Listening actively and asking or answering questions about what was heard
   6. Reading closely and explaining interpretations and ideas from reading
   7. Evaluating how well writers and speakers use language to present or support ideas

8. Analyzing how writers use vocabulary and other language resources

C. Productive (creation of oral presentations and written texts)

9. Expressing information and ideas in oral presentations
10. Writing literary and informational texts
11. Supporting opinions or justifying arguments and evaluating others' opinions or arguments
12. Selecting and applying varied and precise vocabulary and other language resources

In Part II, "Learning About How English Works," the headings identify key *language processes:* "Structuring Cohesive Texts," "Expanding and Enriching Ideas," and "Connecting and Condensing Ideas."

Part II: Learning About How English Works

A. Structuring Cohesive Texts

1. *Understanding text structure* and organization based on purpose, text type, and discipline
2. *Understanding cohesion* and how language resources across a text contribute to the way a text unfolds and flows

B. Expanding and Enriching Ideas

3. *Using verbs and verb phrases* to create precision and clarity in different text types
4. *Using nouns and noun phrases* to expand ideas and provide more detail
5. *Modifying to add details* to provide more information and create precision

C. Connecting and Condensing Ideas

6. *Connecting ideas* within sentences by combining clauses
7. *Condensing ideas* within sentences using a variety of language resources

INTEGRATED ELD

The integrated ELD will be provided to English Learners throughout the online curriculum across all subjects by all teachers of English Learners. The ELD Standards will be used in tandem with the CCSS for ELA/Literacy and other State Standards to ensure students strengthen their abilities to use English as they simultaneously learn content through English. Understanding of the content will be expected in tandem with understanding of English. Prior methods focused on students understanding English well enough to understand the content AFTER they learn English. The

foundational question to the integrative approach is now; "What are the language demands for accessing and participating in this content at this moment?" The Educational Coordinators assigned to each student are responsible for overseeing students' entire coursework and making sure they get students the support they need in each subject area. They are responsible for ensuring that all of their students get the support they need to comprehend and engage in all content. For the English Learners they will always be asking: "What are the language demands for accessing and participating in this content?" and they will ensure that the students get the support they need. There will also be additional PLC and collaboration time for Educational Coordinators to focus on these topics and receive training on additional ways to support their English Learners across content areas.

Pivot Integrated ELD will:

- Focus on content standards. ELD standards are integrated and connected to content.
- ELD is provided throughout the online curriculum classes. Student's EC is responsible for ensuring students get the support they need.
- Focus on content learning and the academic language necessary for successful learning of the content, as well as transmission of that learning to others.
- Focus on providing multiple opportunities to master the content learning through retests, rewrites and participation in small group learning in content workshops.

The simple way of differentiating integrated and designated ELD is that Integrated ELD happens DURING each core subject the student is engaged in through the online curriculum. With support from their assigned EC and other teachers who the EC engages to assist the student in their core content, students learn English through learning content classes. Designated ELD happens on its own time, with an ELD teacher either during program time at the resource center or online in GoogleMeet video call formats.

The Charter School's Multi-Tiered System of Supports addresses barriers for students who may be struggling in a given area, including their English Language Development, and would utilize various support opportunities such as higher level of attendance to the supplemental on-site program, additional tutoring, required core-content workshops, and/or utilization of language support tools (translation, etc.).

Proficiency Level Descriptors ("PLD")

The organization of the PLDs represents English language development as a continuum of increasing proficiency in language learning and use, starting with native language competencies that students possess when they enter school, and concluding (though not ending) with lifelong language learning that all language users engage in. The three levels represent the stages of English language development, describing expectations for how well students can understand and use the English language at each level as they continue to build on existing language skills and knowledge.

The concepts covered during ELD depend on the English Proficiency Levels of the students, not their grade level. The concepts taught in ELD classrooms are the same for a 7-year old, a 10-year old, or an adult if they are at the same ELD proficiency level. For example, all Beginning English Learners would be taught Phonemic Awareness and Phonics because they need to learn the connection between the sounds and letters of English. Since the goal of ELD is to develop native-like fluency, English Learners must be taught at increasing levels of complexity as their language proficiency advances. Many ELD standards repeat the same concepts across different proficiency levels. For example, standards call for Emerging, Expanding, and Bridging students to be taught to expand sentences using adverb phrases. These lessons must cover the same concept (adverb phrases) but with increasing complexity. In ELD, students use increasingly sophisticated language for authentic purposes as they move through the curriculum. Additionally, we are committed to ensuring that all content in ELD utilizes engaging, appropriate and authentic texts that reflect the experiences of our Multilingual students and their lives.

PLDs at Pivot (From CDE guidelines)

Emerging : Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

Expanding : Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level.

Bridging : Students at this level continue to learn and apply a range of high- level English language skills in a wide variety of contexts, including com- prehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade-level tasks in *all* content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

Pivot Charter School Riverside will utilize the continuum of ELD proficiency level as the basis for evaluating student proficiency and ELD program delivery.

Monitoring and Evaluation of Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement, including English Learner progress over time.

- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

TRANSFERABILITY OF COURSES TO OTHER PUBLIC HIGH SCHOOLS AND ELIGIBILITY OF COURSES TO MEET COLLEGE ENTRANCE REQUIREMENTS

Pivot Riverside has received full accreditation. While it is not the mission and intent of Pivot Charter School Riverside to focus on getting all students into college, it is the mission of the Charter School to keep students in high school and help them graduate. Students and parents are notified of course transferability and eligibility of courses to meet college entrance requirements through the annual distribution of the student and parent handbook and through guidance meetings that occur monthly with their EC.

A-G Course Approvals

Pivot Charter School maintains a course list with the University of California and currently offers almost 400 A-G approved high school courses. These courses are primarily online courses offered through our curriculum providers, and there are plans to expand our UC course list to include site based Pivot courses as they are developed. Curriculum providers such as Apex Learning and eDynamic work closely with UC to ensure their courses meet A-G requirements, and curriculum providers are responsible for obtaining the initial A-G approval from UC for each of their courses. UC has created a streamlined process by which Pivot specifies how we use individual courses from each curriculum provider, and UC subsequently approves Pivot's implementation of each course so that it may be added to our A-G course list.

INDEPENDENT STUDY

Laws and Regulations

Pivot Charter School Riverside shall comply with all applicable state laws regarding independent study, including, but not limited to, the following:

Written Policies

Pivot Charter School Riverside has adopted a written policy on independent study. The independent study policy includes, but is not limited to, the following:

- The maximum length of time, by grade level and type of program, that may elapse between the time an independent study assignment is made and the date by which the student must

complete the assigned work.

- The number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interests of the student to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the student's permanent record.

- A requirement that a current written agreement ("master agreement") for each independent study student shall be maintained on file.

Independent Study Master Agreements

Pivot Charter School Riverside maintains on file a current written master agreement for each independent study student. The master agreement contains, at minimum, the following information:

- The manner, time, frequency, and place for submitting a student's assignments, for reporting the pupil's academic progress , and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.

- The objectives and methods of study for the student's work and the methods utilized to evaluate that work.

- The specific resources, including materials and personnel that will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.

- A statement of the policies adopted regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work as well as and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.

- The duration of the independent study master agreement. No independent study agreement shall be valid for any period longer than one school year.

- A statement of the number of course credits, or other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.

- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate.

- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English Learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504, pupils in foster care, pupils experiencing homelessness, and/or pupils requiring mental health supports.

- Each written agreement shall be signed, prior to the commencement of independent study, by the student; the student's parent, legal guardian, or caregiver if the student is less than 18 years of age; the certificated employee who has been designated as having responsibility for the general supervision of independent study; and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable.

Prohibition against Provision of Funds or Things of Value

Pivot Charter School Riverside shall not provide any funds or other things of value to the student or the student's parent or guardian that a school district could not legally provide to a similarly situated student of the school district or to the student's parent or guardian.

County or Adjacent County Residents

Pivot Charter School Riverside may only receive funding for the provision of independent study to students who are residents of Riverside County or who are residents of a county adjacent to Riverside County. Per Education Code, students who move away from the county of authorization or an adjacent county are still allowed to remain enrolled in Pivot Charter School Riverside and generate average daily attendance ("ADA") for the remainder of the school year only.

Teacher/Student Ratio

Pivot Charter School Riverside complies with Title 5 California Code of Regulations Section 11704 and Education Code Section 51745.6 regarding FTE to ADA limits.

School Calendar

As required by law, Pivot Charter School Riverside will offer at least 175 instructional days each year as required under Title 5, California Code of Regulations, Section 11960.

Instructional Minutes

Pivot Charter School Riverside shall offer, at a minimum, the same number of minutes of instruction set forth in Education Code Section 47612.5(a)(1).

Contemporaneous Records of Attendance

Pivot Charter School Riverside maintains written contemporaneous records that document all student attendance and makes these records available for audit and inspection. "Attendance" means the attendance of the Charter School students while the students engage in educational activities required of them by Pivot on days when school is actually taught in the Charter School. "Regular average daily attendance" is computed by dividing the Charter School's total number of student-days of attendance by the number of calendar days on which school was actually taught. For

purposes of determining the Charter School's total number of student-days of attendance, no student may generate more than one day of attendance in a calendar day.

For independent study students, parents/guardians/or students aged 18 or over, Pivot Charter School Riverside will keep a daily log of engagement in educational activities and participation in synchronous and asynchronous instruction and live interaction. This is maintained signed contemporaneously by the certificated teacher of record. Additionally, the certificated teacher of record will document and personally judge, in each instance, the extent of the time value of the student work product.

PROFESSIONAL DEVELOPMENT

Teachers are required to attend weekly staff meetings, 10 monthly professional development trainings throughout the year, and five preparation and staff development days before the school year starts.

All Pivot Charter School staff are trained in the use of the online curriculum and assessment systems by the curriculum training staff. Teachers, counselors, registrar, and administrators will learn how to run appropriate reports on student learning and assessment. Teachers and counselors will be able to log in as a student, parent/guardian, or educator and utilize all aspects of the online curriculum programs. The online curriculum companies will also train teachers on the alignment of the curriculum to the State Standards as teachers review the scope and sequence of the courses and review course objectives. Pivot Charter School teachers will begin formulating additional group and individual projects that students can complete at our Resource Center to supplement the curriculum. As projects are created they will be added to the online curriculum.

Teachers will engage in pre-school opening training for a period of five days. Three of these days will cover curriculum, systems, and assessment topics. In addition to curriculum and systems training, teachers will receive two days of personnel training (child abuse reporting, sexual harassment training, labor practices, fire drills, health issues, etc.) and team building activities.

In addition to training on the online curriculum and associated systems, teachers will be trained in serving students in a learning lab or learning studio environments with students working primarily on computers. Additional professional development training for teachers will be conducted once a month (there are staff meetings weekly, but once a month, these meetings will be professional development-related rather than covering school operations and student issues). These training sessions will occur in some of the topics listed below. In some cases, outside resources will be hired to present the topics in their areas of expertise. The Executive Director ("ED") will conduct other training and work with the teachers to establish the agenda so that it meets the needs of the teachers. This is not a comprehensive list and may be revised based on teacher and student needs.

Professional Development Topics:

- Serving students with special needs

- Serving at-risk and homeless students
- 504 accommodations
- Project based learning
- Supporting students in virtual learning
- Using assessment data to inform instruction and developing educational programs
- Student goal setting
- Service learning
- Teaching writing strategies and comprehension
- SBAC test taking strategies
- Student-led conferences
- Reflection on the year strategic planning
- ELD
- New topics as required by law
- End of year close-out

Teachers will also be requested to suggest additional topics for professional development based on their needs throughout the year. There is a formal process whereby staff may request professional development in areas of interest the knowledge of which would support our students.

Teachers are encouraged to read professional journals, attend webinars, and join professional teaching organizations like the National Science Teachers Association ("NSTA"). Other professional development opportunities include Advanced Placement workshops and attendance at conferences such as the annual International Council for Online Learning ("iNACOL").

ANNUAL GOALS AND ACTIONS TO BE ACHIEVED IN THE STATE PRIORITIES

In accordance with Education Code Section 47605(c)(5)(A)(ii), a reasonably comprehensive description of the Pivot Charter School Riverside annual goals for all pupils and for each subgroup to be achieved in the state priorities and the specific annual actions to achieve those goals are described in Appendix A, which contains Pivot Riverside's LCAP, which will apply to the Charter School in its first year of operation, providing a reasonably comprehensive description of student goals and actions in the State Priorities. A copy of the most recently published LCAP is posted to the Charter School's website at: Pivot Riverside LCAP

A DAY IN MY LIFE AS A PIVOT STUDENT

It's every teenager's worst nightmare – the alarm goes off on Monday morning. The weekend was too short, as always, and now it's time to get ready for school. I'm not on my way to what you would call a "traditional" High School, though, I attend Pivot Charter School. The regular High School thing wasn't really working out for me, so my parents and I decided that a school that offered independent study and one-on-one support would be better for me. I arrive at 8:30 a.m.,

and at 8:45 a.m. we start our morning activity. On Mondays, we share current events that happened over the weekend. I always find out something new, and it's nice to have a reason to stay at least a little bit updated on what's happening in the world.

My Educational Coordinator and I decided that Monday should be "Math Monday." I dislike Algebra as much as the next person, so I wasn't happy about this at first. It has worked out pretty well though, as the Math teacher at my Resource Center teaches an open Math workshop every Monday from 9:30 to 10:15 a.m. I can get situated, take a look at the lesson, and prepare any questions I might have for him before I head into the workshop. Since Math isn't my strongest subject, it's nice to get the extra help.

10:15 a.m. is break time, and I head outside to eat my snack and catch up with my friends to see how their weekends were. When I first came to Pivot, I was worried that I would miss out on the social parts of school, but I get along with my classmates at the Resource Center really well (sometimes a little too well, as we have to be reminded to stop talking and focus on our work). After break I have some time to focus on my work independently, but the teachers are always around if I have any questions.

I can attend the resource center every day and attend workshops and do projects that teachers are working on with students but Tuesdays and Thursdays are my "work from home days." On these days I don't go into the resource center, so I like to work on my History and English classes. These are the classes I like the most and feel most confident in and I usually get pretty good grades working independently. But it is actually harder being at home – I have to be so much more independent. When I'm working on a project or an essay, I still like to talk to my English teacher at the Resource Center before turning in a final draft. It can be distracting working from home, but if I'm binge-watching something on Netflix and haven't even started anything until noon, I can always expect an email or text from my EC checking in; that's when I know I better get started.

Speaking of English class, I was excited to find out that this year I could take a Creative Writing class! It is definitely more work than I thought it would be at first, but I'm having fun with the writing assignments. My English teacher even says she can submit some of my stories to get them published! How cool is that? I'm also a part of the school newspaper. We meet twice a month: once to brainstorm what to write about and then again to edit what we've written. Everyone works together on different columns based on what they like. I'm the "Entertainment Reporter", so I find out what shows and movies my fellow students are most excited about, as well as giving occasional movie reviews and entertainment news. Once a month, we publish the newsletter for everyone that attends my Resource Center.

I am looking forward to two field trips coming up. One is a hike in a local park while we do clean up duty and one is ice skating which I am really excited about because I have never done it before, but neither has anyone else at school. I like that we have these opportunities to socialize and experience new things. It is easier for me to enjoy these trips and even our crazy pajama day Fun Friday or 80's day since this is such a small school. I don't have to deal with the anxieties of the peer pressures at Pivot. I am not ridiculed for being smart and my best friend is not ridiculed for

being behind in her credits. We are just accepted. The teachers tell us they are meeting us where we are at and that everyone deserves a new start.

Well I have to get back to my work now. I failed a test yesterday and I just finished reviewing the material and doing a few more assignments for that test so my teacher is going to reset it for me to retake. And then I have to do my journal writing and an essay for science. It's kind of weird that I never get to meet the teacher who grades my written science or English papers but they always give me fair and useful feedback that I learn from. Imagine that?!

II. MEASURABLE STUDENT OUTCOMES

Governing Law: 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 charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(c)(5)(B).

Pivot Charter School Riverside is committed to providing all of its students with an excellent, high-quality education. In order to achieve this goal, high student achievement as measured by national, state, local, and Pivot Charter School Riverside measures must be achieved. Goals for student and school outcomes are continually refined and developed to reflect the changing needs of the Charter School.

Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities

In accordance with Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Pivot Charter School Riverside annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Pivot Riverside Local Control and Accountability Plan. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by the Local Control Funding Formula.

The current LCAP is available in Appendix A, which contains both a summary version of the LCAP, highlighting student outcomes, and also the LCAP and annual update for Pivot Charter School Riverside.

Local Control and Accountability Plan
The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula

budget overview for parents ~~on or before February 28 of~~ each year as part of a nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by the Charter School at the school site.

III. METHODS OF ASSESSMENT

Governing Law: 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. Education Code Section 47605(c)(5)(C).

The methods for measuring pupil outcomes are consistent with the way the Charter School will report information on its School Accountability Report Card ("SARC"). Numerous assessments are listed here that are not reported on the Charter School's accountability report card but which the Charter School will use to gain a fuller picture of student achievement. Pivot affirms that, 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.

The assessment plan for Pivot Charter School is designed to be a tool for external accountability as well as to improve instruction and student achievement. To best ensure that the Charter School is measuring what Pivot Charter School expects students to learn, assignments are aligned with the Charter School's pupil outcomes and curriculum. Assessments are used to meet the following objectives:

- to help teachers respond instructionally according to student needs;
- to give parents/guardians and students meaningful, useful feedback on student progress;
- to compare the Charter School's progress to that of all schools, including those with similar student demographics; and
- to monitor the Charter School's progress in meeting its missions and to revise its activities accordingly.

Pivot Charter School will conduct all required state assessments per Education Code Section 47605(d)(1) in compliance with the CAASPP program. Staff will help translate results so their meaning is accessible to students, parents/guardians, and teachers.

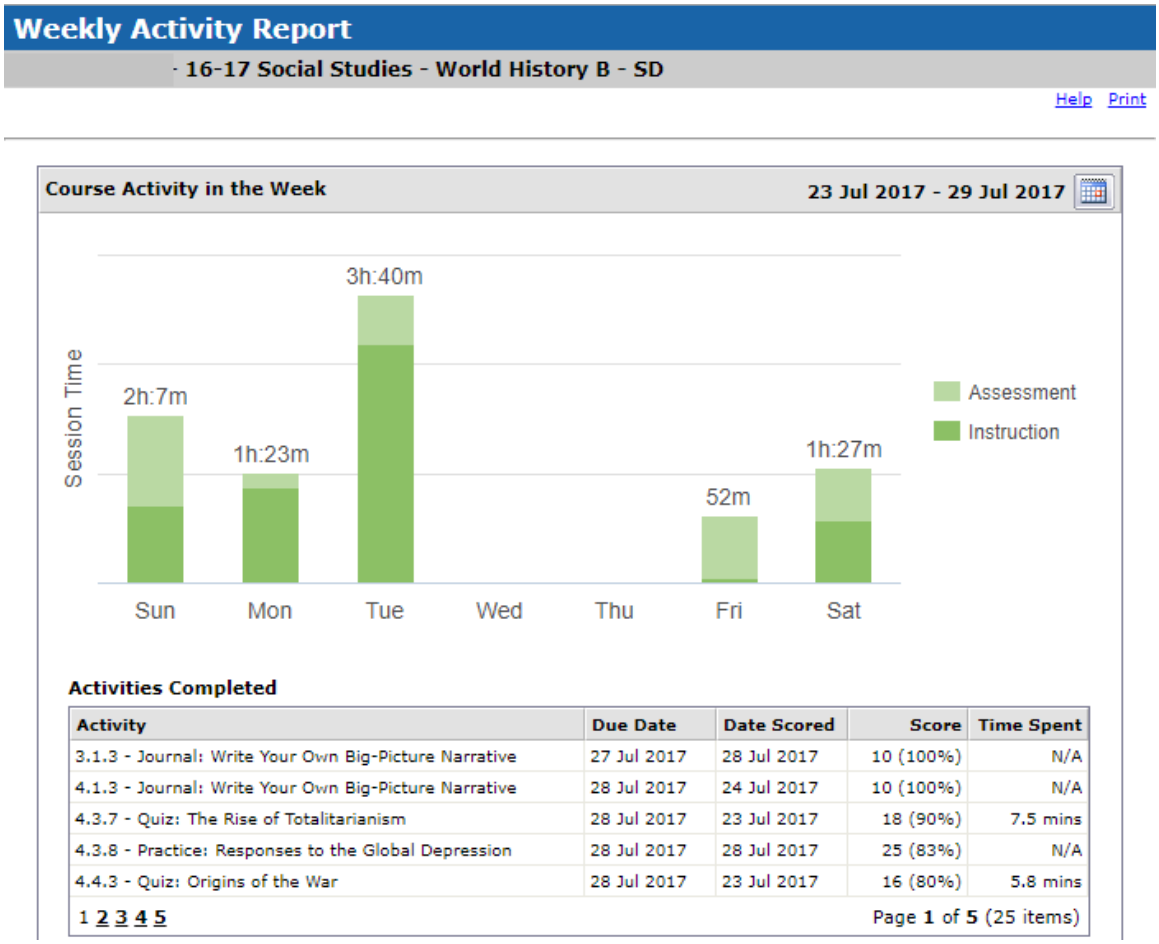
Pivot Charter School Riverside measures the impact and success of its academic programs utilizing all the aforementioned forms of evaluation and assessment. Pivot Charter School is committed to conducting some form of assessment on an annual, quarterly, weekly, and daily basis in all core curricular areas. The proactive nature of these assessments will serve as an opportunity for teachers and administrators to critique their program, modify instructional approaches, and establish new goals and expectations to better serve the student population.

Pivot Charter School Riverside will also administer all state and national tests required for grades

K–12. Whenever appropriate, the ELPAC will also be administered.

In addition, Pivot Charter School Riverside will implement i-Ready as a regular, internal diagnostic assessment in the areas of reading and mathematics. i-Ready by Curriculum Associates combines the ability to measure growth with individualized instruction. i-Ready provides K-12 adaptive diagnostic tests for reading and mathematics that pinpoints students' needs to their sub-skill level. Educators are then provided a detailed action plan and resources for differentiated instruction. Reports and ongoing progress monitoring are easy to use and contain real-time insights for each student at the class, school, and district level, showing whether students are on track to achieve end-of-year targets. The i-Ready Diagnostic assessments identify gaps and areas for students to be further challenged, as well as measures growth across a student's career and supports data-driven differentiated instruction. Personalized student instruction targets students' unique areas of needs and is based on the results of the i-Ready Diagnostic. These online lessons provide a consistent best-practice lesson structure and build conceptual understanding, in addition to being engaging and fun for learners of all levels. i-Ready provides teachers and parents/guardians with a detailed and easy-to-read analysis of every student's proficiency levels. Reports identify which skills students have mastered and those skills to prioritize next for instruction. Teachers can also quickly see which students need intervention, the key areas to target for each student, and how to group students for instruction. The Charter School will conduct the assessment three (3) times a year and as needed.

Pivot Charter School Riverside teachers and administrators are able to run reports that show daily activity and cumulative progress for each student in the core and the elective curriculum as well as the CTE courses. Educators can also view any communication records concerning their students. These records include complete text logs of instant messaging sessions, internal email, discussion threads, and telephone conversation summaries. Students who are not complying with login requirements set by the Charter School are contacted by their EC and our retention team and a notice is sent to the students' parent/guardian. Parents/guardians are also contacted on a regular basis to discuss students' ongoing progress. Interaction between parents/guardians and teachers is a mainstay of the program. Students and parents/guardians are contacted if students are falling behind schedule or if they are not demonstrating satisfactory mastery of course content. Individual action plans are then established by the teaching staff. Teachers provide individual tutoring and remediation on homework assignments to support the action plans.



Example course engagement report from Apex Learning

Pivot Charter School Riverside fosters a climate of continuous improvement, establishing improvement goals through regular analysis of student data, for each student in the core classes of reading and mathematics, based on a review of the CAASPP as well as the Charter School's own assessments. The ongoing goal of Pivot Charter School is to improve performance on the state-mandated standardized tests each year until all students are proficient or advanced proficient in math and English language arts.

Assessment of student achievement involves a full range of measures to ensure the most comprehensive picture of student progress. Quantitative data from standardized tests and results of performance-based assessment tools form the foundation of the Charter School's comprehensive approach to measuring student performance.

Use and Reporting of Data

Pivot Charter School Riverside communicates regularly with parents and guardians through emails, mailings, and newsletters. Parents and guardians can log on any minute of any day to review the completion rate of their students in each course. They can also access grades and comments from teachers on a daily basis and observe all student assignments.

Teachers are responsible for monitoring and documenting progress of student proficiency in meeting the State Standards. The online curriculum automatically tracks student proficiency and progress on each assignment. All of the assessment reports of student progress are aligned to the State Standards and demonstrate on which standards students are performing well and on which standards students need to focus more attention. Standards-based reports can be generated by student, teacher, course, or school-wide.

Students are graded on weekly assignments, papers, end-of-chapter tests, and final exams for most of the courses. Reporting and posting of graded assignments and tests is immediate and can be accessed online by parents, teachers, counselors, administrators and students. Students and parents/guardians receive written progress and/or grade reports at least twice a semester. In Apex Learning, teachers can set up an email for parents to receive weekly progress reports automatically from the curriculum systems as well. For all online courses, parents and guardians can access student progress and course data through their own parent portal logins.

One site level staff meeting each month is devoted to reviewing student assessments/grades and determining which small group instruction to create and maintain, who needs tutoring, who is able to enroll in college classes, etc. Proficiency levels on the standards will drive these individual student instructional decisions.

Students typically take exams in the courses weekly. The courses are designed to re-teach topics on which students are not performing at successful levels. Since students are all working on individually-paced academic plans, ECs and Administrators can make fine-tuned decisions regarding a student's academic program based on the student's success in meeting the standards. For example, a student may have passed a course in another school, such as Algebra I, and was then subsequently placed in Algebra II. However, the student may not have successfully completed all of the important foundational concepts in Algebra I despite receiving a passing grade at another school. In this case, ECs who are monitoring the student's daily work and standards completion will immediately determine that the student is in need of supplemental or remedial work in Algebra I such as a Foundations math course. The student may not necessarily be disenrolled from Algebra II; instead, the student's needs may be met by concurrent enrollment in a support course, tutoring, or a small group instructional class to support him or her in Algebra II.

If an assessment has been automatically graded by the computer, the results are posted to the Student's Gradebook section. A teacher knows whether a student has accessed course material, how much time the student spent on each assessment, and the number of entries into each assessment. They can tell if they are behind or ahead in the pacing of the course. This helps a teacher determine if a student is having academic problems or is not spending enough time studying the material. When a student fails an assessment, the student can contact a teacher, and the teacher can then assign review work for the student, focusing on the objectives that the assessment revealed the student did not meet. The student's teacher, called an Educational

Coordinator or EC, may also recommend that the student seek additional help from the Pivot Charter School teachers in that core content area. The student may sometimes have the option of doing an extra activity or authentic assessment in order to demonstrate that the student mastered the skill and to help improve the student's grade.

Classroom	Course	Status	Started	Total Session Time	Last Access	Overdue Activities	On-Sche Indicat	On Schedule	Quality of Work	Grade to Date	Overall %	Midterr	Final	Expired
18-19 English 9 B - SD	English 9 Sem 2	Active	24 Aug 2018	17h:29m	07 Feb 2019	3	green	88%	84.1%	68.5%	30.6%			
18-19 Math - Pre-Algebra B...	Pre-Algebra Sem 2	Active	24 Aug 2018	25h:38m	06 Feb 2019	0	green	100%	85%	85%	46.5%			
18-19 English 9 A - SD	English 9 Sem 1	Completed	24 Aug 2018	45h:58m	30 Nov 2018	0	completed	100%	77.4%	77.4%	77.4%		C+	
18-19 Science - Environme...	Environmental Studies Sem 1	Completed	24 Aug 2018	37h:55m	14 Nov 2018	0	completed	100%	85.7%	85.7%	85.7%		B	
18-19 Physical Education A ...	Health Education	Completed	24 Aug 2018	37h:6m	29 Nov 2018	0	completed	100%	90.1%	90.1%	90.1%		A-	
18-19 Math - Pre-Algebra A...	Pre-Algebra Sem 1	Completed	24 Aug 2018	51h:54m	16 Oct 2018	0	completed	100%	86.9%	86.9%	86.9%		B+	
17-18 Physical Education A ...	Health Opportunities through Physical...	Withdrawn	28 Aug 2017	0m		0	green	100%	0%	0%	0%			
17-18 Math - Pre-Algebra A...	Introductory Algebra Core Sem 1	Withdrawn	28 Aug 2017	0m		0	green	100%	0%	0%	0%			

1 Page **1** of **1** (8 items)

Close Window

Student Summary Report from Apex Learning

The teacher will report to the student's parent/guardian any marked decline in the quality of student work, regardless of grading period timelines. Parents/guardians may request interim reports at any time during the grading period. Conferences will be held as needed and can be initiated by teachers, parents/guardians, or students. Conferences for positive reinforcement are encouraged as well as conferences relating to decline in achievement or problems in social adjustment. All conferences related to student performance will be documented.

Parent Schoolwide Data

Each spring Pivot Charter School Riverside distributes a parent satisfaction survey to all parents and legal guardians of students. It is the primary formal means of collecting information on the effectiveness of school operations, school outreach, and information dissemination while also including parent perspectives on the quality of the Pivot Charter School Riverside education. But our primary method of parent feedback is the daily communication they have with their student's teacher.

Pivot Charter School Riverside is accountable to multiple constituencies: students and their families, its Board of Directors, Riverside County Office of Education, and ultimately the California Department of Education. Accountability to each of these constituencies includes both fiscal and academic performance. Throughout each school year, staff and the Board of Directors analyze collected student data (as highlighted in the Charter School's success section) including test scores, daily attendance records, parent/guardian surveys, and staff surveys; evaluate identified strengths and weaknesses; and chart a course for school wide improvement and growth for the upcoming year. Additionally, the Charter School's fiscal health is examined monthly.

Pivot Charter School Riverside maintains sufficient staff and systems, including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from the County and other authorized reporting agencies.

Pivot Charter School Riverside and the County will jointly develop a visitation process to enable the County to gather information needed to validate the Charter School's performance and compliance with the terms of this charter. However, Pivot Charter School Riverside agrees to and submits to the right of the County to make random visits and inspections in order to carry out its statutorily required oversight. In accordance with Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County Office of Education and the State Superintendent of Public Instruction.

IV. GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(c)(5)(D).

Non-Profit Public Benefit Corporation

Pivot Charter School Riverside is a directly funded independent charter school operated by the Roads Education Organization ("Roads"), a California non-profit public benefit corporation that has been designated by the Internal Revenue Service as a 501(c)(3) tax-exempt organization.

Pivot Charter School Riverside shall operate autonomously from the County, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the County and Pivot Charter School Riverside. Pursuant to Education Code Section 47604(d), the County shall not be liable for the debts and obligations of Pivot Charter School Riverside, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Pivot Charter School Riverside, as long as the County has complied with all oversight responsibilities required by law.

Attached, as **Appendix B, C and D,** please find the Roads Articles of Incorporation (and amended Articles for name change), Bylaws, and Conflict of Interest Code.

Board of Directors

Pivot Charter School Riverside is governed by the Roads Board of Directors ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Board shall have no more than seven (7) and no fewer than five (5) directors. 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.

All Board members serve 4-year terms unless otherwise removed from office in accordance with the Bylaws. Board members selected to serve as officers of the Board shall serve in that capacity for a term of two years. Members of the Board, school committees, administrators, managers or employees, and any other committees of Pivot Charter School Riverside shall comply with applicable federal and state laws, non-profit integrity standards, and applicable laws and regulations regarding ethics and conflicts of interest. Roads complies with the Political Reform Act, Government Code Section 1090, *et seq*., as set forth in Education Code Section 47604.1, and Corporations Code provisions regarding conflicts of interest. Roads has adopted a Conflicts of Interest Code that complies with the Political Reform Act, Section 1090 and Corporations Code

conflict of interest rules.

Subject to the provisions and limitations of the state law governing not for profit corporations 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. 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.

The Board of Directors shall be the responsible agent of Pivot Charter School Riverside and will contract with online curriculum and back office business services providers as necessary.

Board Meetings and Directors

Roads Education Organization Board meetings are held at least quarterly and in accordance with Brown Act requirements and Education Code Section 47604.1(c). In accordance with Education Code Section 47604.1(c)(4)(A), the physical location of the Board meetings is currently in Sonoma County, the county in which the greatest number of pupils enrolled in Pivot Charter Schools currently reside. Meeting agendas are posted online and at the resource centers, as well as at any meeting location. Parents and the public are welcomed to access and participate in all meetings, regardless of meeting locations, by utilizing video conferencing technology which is provided at each Pivot Charter School resource center. A Pivot staff member will be present at each video conference location to ensure the technology is working properly, and that speakers participate when desired.

Roads Governing Board membership is designed to ensure that the charter schools have a high level of experienced professionals providing oversight and making decisions for the charter schools, so that parents and staff can feel comfortable knowing that there are people who are considered experts in their fields helping to make the most prudent and fiscally responsible decisions for the students. While the Board members' fiduciary duty is to the Roads Education Organization, Board members are also expected to "represent" the interests of the constituencies in their geographic region. Board members are accessible to the employees, students, and parents of the charter school closest to their home base.

Board members are designated by the Board, and prospective Board members may be nominated by any constituent in the charter schools. The nominees' credentials are reviewed by a committee of the Board that seeks candidates who could fill a void that may exist on the Board in, for example, areas of expertise or geographic proximity to the charter schools. Finalists are interviewed by committee members and are asked to attend a Board meeting and speak with the Board during the meeting. The nomination committee of the Board makes a recommendation for membership to the

Board at the subsequent Board meeting. The Board as a whole takes action on any new candidates.

In accordance with Education Code Section 47604(c), the chartering authorities of any Pivot Charter School may appoint a representative to the Board of Directors. If the chartering authorities choose to do so, Roads may designate an additional member to ensure that the Board is maintained with an odd number of directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

The Board holds regular meetings to discuss the state of Pivot Charter School Riverside, and each of the charter schools it operates, including, but not limited to, reporting on the performance of the charter schools with data regarding: enrollment, attendance, academic performance, financials (including budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and expulsions The Board oversees the network of Pivot Charter Schools throughout the state of California. In so doing, the Board has created an administrative structure that allows for an economy of scale for all four small schools. For example, the costs for the positions of Executive Director, Director of Human Resources, Regional Director, Director of Special Education, Director of Student Services, Academic Counselor, and Chief Business Officer, are shared equitably among the four schools, based on each school's ADA. This allows the charter schools to remain small and still provide well-organized, well-staffed, well-supervised and highly accountable programs.



All of the Pivot Charter Schools deliver generally the same educational program and follow the same Board-adopted policies. Administrative procedures are implemented consistently at each school, except when local needs dictate a particular procedure. There are some local differences in the offerings at each resource center based on local interest and need, but all four of the charter schools deliver the educational program described herein, in most respects.

The Pivot charter school teams learn from one another by sharing ideas and giving each other input monthly at all-school meetings and at all-school trainings each year. Each school holds staff meetings weekly. All Pivot charter schools meet together through video conferencing at least once a month. These meetings address common Pivot-wide issues, such as policies, assessment, projects that are engaging students, challenges and successes. The teachers learn a great deal from one another and enjoy sharing ideas. Similarly, the Site Administrators meet in a

smaller separate group to focus on network wide improvements. Site Administrators brainstorm how to manage the many challenges they face each day from discipline, engaging all learners, differentiating learning, to technology challenges, site safety and supporting students' growth and success. Once a year, a week before school starts, everyone attends a Pivot-wide weeklong training in one location near a Pivot school. It is there that teachers form professional learning communities, learn new instructional strategies, and receive training in school safety and legal issues facing educators.

The Board members are volunteers who are committed to enhancing educational opportunities for young people and believe that the Pivot model of blended learning with personalized instruction is the future of education. Board members are leaders in their fields and are passionate about providing better opportunities for all young people regardless of location or circumstance. They believe that the Pivot model of education provides a rigorous yet unique and supportive alternative to traditional schools. They know that the individual attention and support provided at Pivot can change students' lives.

The Board of Directors has approved and assisted in development of school policies including, but not limited to, reimbursement, acceptable use of computers, teacher performance, personnel policies, internet safety policies, student conduct, records oversight, student maternity/paternity leave, independent study, and facilities acquisition.

One of the most significant contributions a Board can make is in providing input and oversight for strategic expansion. The Roads Board has participated in facilitated strategic planning each year, with some planning meetings occurring over the course of several days and several Board meetings. Participants have included teaching and administrative staff as well. Realistic annual goals were set and refinement of the mission and vision resulted each year.

Current Board Members

James R. Lewis, ICMA-RC (Board Chairman)
Jim Lewis is a public entity expert and has significant administrative experience. He is the founder of the Roads Education Organization and current president of the Board. Jim Lewis has the privilege of serving as City Manager of Atascadero, CA. He is passionate about public service and is committed to building quality and sustainable organizations that serve the public to their best and most efficient ability.

Prior to returning to his hometown of Atascadero to serve as City Manager in July 2023, Jim served for over 10 years as City Manager of Pismo Beach, CA, where he transformed the downtown, invested in placemaking and legacy capital projects such as a new downtown plaza, pier and streetscapes, established the city's strongest ever financial position, and built an award-winning employee culture. Prior to Pismo Beach, Jim served his first tour in Atascadero for over nine years

as the Assistant City Manager and President of the Office of Economic Development. In this role, Jim was responsible for economic development, human resources, labor relations, technology, organizational development, the creation of new revenues and operating efficiencies, and several special projects.

Jim served as President of the League of California Cities City Manager's Department in 2018 and currently serves on the League of California Cities Board of Directors. He also serves on the California City Management Foundation Board of Trustees and served as President of the Municipal Management Association of Southern California ("MMASC") in 2001. Jim is an International City and County Management ("ICMA") credentialed manager.

Jim graduated with honors and received a Bachelor of Science in Public Policy and Management from the University of Southern California and a Master of Public Administration at Syracuse University.

Jim proudly lives in Atascadero and is a member of the Kiwanis Club of Atascadero, Atascadero Bible Church, Atascadero Elks Lodge and Cub Scout Pack 51. He is married with two children who attend school in the Atascadero School District.

Tom Halvorsen

Dr. Tom Halvorsen has served children for over thirty-nine years. He was a teacher in the Los Alamitos Unified School District for five years and assistant Executive Director in the Lennox School District for one year. In the Savanna School District (Anaheim, CA), Dr. Halvorsen served as an Executive Director for eight years, assistant superintendent for three years and superintendent for twenty-one years. He also has served as an adjunct professor with California State University, Fullerton.

Dr. Halvorsen received his Bachelors and Masters degrees from California State University, Long Beach in Education Leadership. He received his Doctorate degree in Education Administration from the University of Southern California. Dr. Halvorsen is currently serving on the Board of Governors of the USC Alumni Association and the Trojan Club of Orange County Board.

Ralph Holmes

Ralph Holmes is a Managing Director in the San Francisco Public Finance office of Stifel. Mr. Holmes began his work in public finance in 1996 as a credit analyst providing credit facilities to California issuers. In 1998 Mr. Holmes began his career in investment banking; first working with a regional investment bank before joining De La Rosa & Co. in 2006 and then Stifel as a part of the De La Rosa acquisition in 2014. Mr. Holmes specializes in land-secured, tax increment, utility and general government financings. Mr. Holmes has served as the lead banker on hundreds of transactions for literally billions of dollars for California issuers.

Mr. Holmes serves on the board of the Oakland based Unity Council, which provides services to improve the lives of residents of Oakland's Fruitvale district. Ralph received an MBA from Thunderbird School of Global Management in 1996, and a Bachelor's degree in Latin American Studies from the University of California, Los Angeles ("UCLA") in 1994. He maintains Series 7, 52 and 63 licenses.

Mr. Holmes joined the Pivot Charter School Board of Directors in November, 2016. He is passionate about educational choice and about helping kids find the right fit for their education. Mr. Holmes said, "It is an honor to serve on the Pivot board, and I am excited to help the Charter School continue to grow its student population. The success of Pivot Charter Schools is a testament to educational choice and helping students find the right fit for their educational needs. I look forward to being a part of that for years to come".

Patricia E. Martel

Recently appointed as ICMA West Coast Regional Director following 38 years of distinguished service in California local government, Pat Martel held executive leadership positions with the cities of Inglewood, South San Francisco, Daly City, San Francisco and Hayward. Serving as an Assistant City Manager, General Manager of Public Utilities and City Manager, Ms. Martel was responsible for managing public services in communities ranging in size from 67,000 to 850,000 residents.

Most recently, Pat served as City Manager of Daly City from 2005 until retiring in June, 2018. She previously served as Assistant City Manager of Daly City from 1995 to 2001 before moving to the City and County of San Francisco to serve as the General Manager of the Public Utilities Commission. Throughout her career, Ms. Martel was committed to delivering high quality public services efficiently and cost effectively, enhancing community engagement and civic leadership, supporting organizational development and excellence, working collaboratively with elected officials to enhance governance and leadership, providing staff leadership development, advancing women and diversity in local government through inclusive recruitment, selection and professional development practices.

Throughout her tenure in public service, Pat was actively engaged in professional development as a member of the International City and County Management Association. She served on the Governmental Affairs and Policy Committee, Task Force on Women in the Profession, Task Force on Financing ICMA, Task Force on Leadership, and the Task Force on Strengthening Inclusiveness in the Profession. Currently, she is the ICMA co-chair, in partnership with the Center for Public Safety Excellence, of a white paper research project on 21st Century Fire Services.

Ms. Martel was elected a member of the ICMA Executive Board as West Coast Regional Vice President, 2010-2013. She was selected by the Executive Board to serve as the 102nd President of ICMA in 2015. Pat has also served the profession as a member of the California City Management Foundation Board, the City Managers Department of the League of California Cities, Women

Leading Government Board, the Local Government Hispanic Network Board, and was most recently selected to serve on the Board of the Institute for Local Government. Ms. Martel was inducted as a Fellow of the National Academy of Public Administration in 2015 where she has served on the Fellows Nominating Committee.

Among her many interests, Pat has maintained a passion for nonprofit service. She has worked with a number of nonprofit organizations that support community needs including the Mid-Peninsula Boys and Girls Club, Peninsula Family Service, Daly City Public Library Foundation and others. Her special interest in education led her to become a Trustee of the Roads Education Organization, which is responsible for oversight of the Pivot Charter Schools. The Governing Board of the Pivot Charter Schools are volunteers who are committed to enhancing educational opportunities for young people and believe the Pivot model of blended learning with personalized instruction is the future of education.

Martel is the recipient of numerous awards including: California City Management Foundation "City Manager of the Year" (2017), Elected a Fellow of the National Academy of Public Administration for sustained exemplary contributions to the improvement of Public Administration (2015), Women Leading Government Career Excellence Award (2013), San Francisco State University Award for Significant and Outstanding Public Service (2013), Daly City/Colma Chamber of Commerce Cypress Business Award for Leadership (2013), KQED Public Broadcasting Corporation and Kaiser Permanente Hispanic Heritage Month Local Hero for outstanding contributions and commitment to community service (2004), San Francisco Business Times Top 100 Women Business Leaders (2003) and 100 Most Influential Business Leaders in the Bay Area (2002).

A graduate of the University of Southern California, Martel holds a B.S. degree in Public Affairs and Journalism, as well as a Masters degree in Public Administration.

Steve Siegel

Steve Siegel believes that all students deserve a quality education aimed at empowering each individual to achieve their goals. A business owner and educational administration professional, he currently works in the fitness / wellness space and has secured financial resources for public and private colleges and universities for most of his career.

Steve pivoted professionally to start a business at the intersection of physical therapy and personal training. Relying on his advancement career, he builds lasting relationships with his clients to create an organization with a shared purpose.

As an advancement professional, Steve raised philanthropic support for colleges and universities funding scholarships, faculty, programs, research institutes, buildings, and more. Most importantly, he developed lifelong relationships and connected individuals with one another who share a common objective.

Steve has held leadership positions in a number of organizations including serving on the Claremont McKenna College Alumni Association board of directors, as President of the Drucker School Alumni Association, as a member of the Carden Arbor View School board of directors, and as President of Recording for the Blind & Dyslexic (now Learning Ally) board in the Inland Empire/Orange County unit, as well as a member-at-large on the organization's national board in Princeton, New Jersey.

Steve earned his MBA from the Peter F. Drucker and Masatoshi Ito Graduate School of Management at the Claremont Graduate University and a bachelor's degree in economics-accounting from Claremont McKenna College. He lives in Orange, California.

Throughout his career, Steve has mentored countless colleagues and students to pursue their interests and to apply themselves to thoughtful and productive careers in areas where they can make a difference. He believes that education throughout life is essential to personal growth, satisfaction, and well-being. He continues to promote the Pivot ideal of opening doors and developing lives.

Roads Board of Directors' Responsibilities

The Board is fully responsible for the operation and fiscal affairs of the Charter School including, but not limited to, the following:

- Approve and monitor the implementation of general policies of the Charter School as required by education code;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Approve any contract that would cause the Charter School to compensate an individual contractor more than one hundred thousand dollars ($100,000) in a fiscal year;
- Hire, supervise, evaluate, discipline, and dismiss of the Executive Director of Pivot Charter Schools;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Approve the school calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve annual fiscal audit and performance report;
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions;
- Hiring of auditors;
- Approval of check registry;
- Strategic planning.

The Board of Directors will adopt a contracting policy by July 1, 2027, that includes the provisions in Education Code Section 51827, including, but not limited, ensuring contracts reflect reasonable market value and that contracting entities hold a business license, where applicable, and appropriate insurance (AB 2467).

The Charter School will update the County of changes to the Board of Directors through sharing Board meeting minutes and agendas.

The Roads Education Organization Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Charter School 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, ethics (AB 2158), conflicts of interest, child abuse and neglect and the Brown Act.

~~Board Training and Compliance~~

~~Pivot Charter School Governing Board shall receive ongoing training regarding its legal, fiscal, and governance responsibilities. At a minimum, Board members shall complete all ethics training required by applicable law.~~ In addition, all governing board members serving on or after April 1, 2027, shall complete training in K–12 public education school finance laws in accordance with Education Code section 35221. Pivot Charter School will maintain records of required trainings and ensure compliance with all state-mandated board training requirements. The Executive Director and designated Form 700 filers will also complete required ethics and compliance trainings as required by law.

Parent Involvement

The general public, including parents and guardians, is given notice of each Board meeting in accordance with the Brown Act and is encouraged to contribute and participate. Parents and guardians participate in school improvement through expressing their opinions on the annual school satisfaction survey as well as and working with the Charter School on LCAP priorities

through meetings and surveys. The Charter School attempted to establish a Parent Organization over the years, but while the initial energy was always relatively strong, the follow through and interest waned after a few months. We found that parents are more open to sharing their ideas and concerns and speaking openly in a small group with a Governing Board representative, rather than serving on year-long committees, or speaking in a large meeting format. The bi-monthly meetings with parents are presented as informal get-togethers.

Further, Parents have opportunities to participate in school functions such as:

- Open House two times a year
- Attending field trips
- Satisfaction survey annually aligned with the Charter School's LCAP annual update
- Helping in the learning lab/ resource center program as volunteers
- Assisting with the yearbook
- Assisting with prom
- Teachers are in touch with parents about individual student progress at least weekly

Pursuant to Education Code Section 47605(n), the Charter School 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.

Employees of Pivot Charter Schools

The duties and responsibilities of key employees at Pivot Charter Schools are described in detail in Element 5. The organizational chart can be seen as Appendix E.

V. EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(c)(5)(E).

Application Process

Pivot Charter School will not discriminate against any employee based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, pregnancy, physical or mental disability, childbirth or related medical conditions, 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. Pivot Charter School will adhere to applicable California laws, including fingerprinting and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. The interview process involves all staff at every level at each school location.

All employees must furnish or be able to provide:

- Proof of negative tuberculosis ("TB") risk assessment or negative examination for TB in accordance with Education Code Section 49406;
- Fingerprinting for a criminal record check. Pivot Charter School will process all background checks as required by Education Code Section 44237;
- Documents establishing legal employment status.

The Pivot Charter School's Executive Director develops and coordinates the hiring and evaluation process for teachers and office staff. Selection is based on proven experience in educational leadership, educational vision, demonstrated ability in program design and ability to provide effective instructional leadership, and interest in and commitment to educational reform.

Executive Director

It is the goal of the Executive Director to operate and manage every aspect of an educational program and environment that will provide the best educational opportunities for students within the guidelines established by the charters and state law and further the mission of the Pivot Charter Schools. The Executive Director is the administrative head of the Charter School and executive officer of the corporation. The Executive Director shall have general supervision and management of all aspects of Charter School operations. The Executive Director may delegate responsibility for administering various segments of charter school operations, but shall remain responsible to the Board for the results produced.

Description of Duties:

- Advise the Board and make written recommendations to the Board on programs, policies, budget and other school matters
- Attend Board meetings, committee, and any other meetings relevant to directing Roads

Education Organization
- Provide reports to the Board on progress, programs, and problems of school operations
- Interpret the needs of school to the Board and policies of Board to school and community
- Inform and enlist the support and understanding of the public
- Interpret educational programs and their results to the community
- Oversee acquisition, safety, and use of all school Resource Centers
- Maintain relationships beneficial to the Charter School with local and state public leaders
- Develop and implement compliant school policies
- Determine staffing needs and hire and release staff as necessary
- Oversee all legal issues related to operation of charter school
- Develop and monitor the school budget
- Assign, supervise, transfer, promote and discipline staff; delegate and define duties of staff
- Enter into and terminate contracts on behalf of the Charter School, subject to limitations in the fiscal policies
- Supervise and evaluate the instructional program
- Implement policy and philosophical directions established by the Board
- Develop and implement short and long-range planning
- Strategically plan for Charter School
- Act as liaison between Charter School and sponsoring County

Qualifications:

- ❖ Knowledge of charter school laws, independent study and the Education Code
- ❖ Prior teaching experience and successful leadership of a California charter school
- ❖ Ability to manage personnel and the implementation of programs
- ❖ Ability to establish and maintain positive, respectful relationships with a variety of people
- ❖ Master's degree in education preferred

Director of Student Support Programs

The Director of Student Support Programs oversees all programs at Pivot that are created to provide additional student engagement, academic support, specialized programming, and post secondary and technical education. The primary role is to ensure that students are provided the skills to learn more and struggle less in their academics and with the information necessary to make positive choices about their futures.

Description of Duties:

<u>Multi-Tiered System of Supports</u>

- General
    - Create and implement MTSS training and professional development
    - Manage MTSS Pivot Official Documents folder and support resources
    - Track movement of students in MTSS between tiers
    - Approve and send official MTSS notifications
    - Approve truancy hearings based on MTSS requirements being met
- Student Success Teams
    - Provide support at SST meetings as needed
    - Train staff on SST meetings including leading/attending 1st SST meetings for new staff
    - Monitor SST follow-up and make determinations for next steps
- Intensified Support
    - Collaborate with Intervention Specialist to create intensified support programs
    - Monitor data
    - Oversee program implementation

<u>Academic Intervention</u>

- Elementary/Middle/High School
    - Create tables for qualification requirements for math and reading foundational courses
    - Work with the Curriculum, Instruction and Assessment Coordinator to make adjustments to foundational courses as needed.
    - Assign appropriate curriculum and consult on grade level placement for students behind in skill level.
    - Oversee creation of elementary skill building/bridging curriculum
    - Create elementary table of qualification
    - Approve mid-year promotions
- i-Ready/Lexia/Supplemental Curriculum
    - Oversee supplemental curriculum use as it relates to skill building and remediation

- Reading and Literacy Intervention Specialist

    - Oversee Reading and Literacy Intervention specialist and program creation and monitoring (grades K-8)

    - Oversee implementation of K-2 Literacy Screener

<u>ELD</u>

- Designated ELD
    - Work with an ELD teacher to implement an effective designated ELD program and monitor attendance, participation and success.

    - Collaborate with ELD teacher and Director of Curriculum to create and monitor multiple levels of designated ELD- Emerging Language Development, Language Development
- Integrated ELD
    - Oversee creation of integrated ELD components including translation, previewing academic vocabulary, integrating technology, adjusting for cultural responsiveness, etc.
- Other
    - Collaborate with staff to increase English Language Development student/family engagement in the Charter School and Charter School culture
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Foster/Homeless

- Support Foster/Homeless Liaison
    - Ensure proper implementation of current laws and regulations
    - Create and disseminate resource and information bank for teachers, students, families

PBIS/School Culture

- Pivot PRIDE
    - Create and provide training to staff around Pivot P.R.I.D.E., SEL, PBIS with counseling team at regular intervals throughout the year
    - Create core values and behavior matrix
    - Collaborate with Tri-Pepi Smith to create promotional materials
    - Collaborate with counseling team and intervention specialist to develop homeroom resources, pep rallies, incentives and student points system, and other school culture-building events
    - Adjust and monitor use of SEL surveys to gather data and show growth in key areas of SEL, school culture, behavior and relationships

504 Plans

- Train staff on initiating and implementing a 504 plan
- Review and update 504 plan documents and requirements
- Serve as a resource to teachers on 504 plans
- Work with families to resolve issues with 504 plans as they arise
- Work with staff to ensure 504 plans are being documented correctly
- Stay up to date on legal issues as they arise related to 504 plans
- Serve as a resource on 504 plan manifestation determinations

Qualifications:

- ❖ Middle or High School teaching experience.
- ❖ Proficient in MS Excel, MS Word, and Google programs (including Google Meet, Sheets and Drive)
- ❖ Proven track record of successfully supporting struggling students
- ❖ Experience in providing instruction in an online environment (preferred)
- ❖ Experience and/or knowledge of MTSS, SEL and PBIS (preferred)
- ❖ Valid CA Teaching Credential with EL authorization

Director of Curriculum, Instruction, and Assessment

Works closely with the Executive Director to ensure high quality and successful programs are implemented within the network of Pivot Charter Schools and that student academic achievement can be measured and articulated. Provides leadership, coordination and facilitation in the development and implementation of K-12 curriculum and instructional programs. Plans and coordinates all K-12 level standardized testing, internal assessments and evaluation as required by federal, state or local mandates. Develops, directs, evaluates and administers procedures, programs, budgets, staffing and staff development as related to the above programs/services and works closely with the Executive Director on matters regarding instructional programs Pivot-wide.

This position requires significant organizational and technological prowess and the ability to multi-task effectively. Strong candidates enjoy differentiating curriculum in order to target specific learning goals, developing strong connections with students and families through consistent and positive communication, and working closely and actively as a member of a team.

Description of Duties:

<u>Curriculum:</u>

- Direct teams in the development of research-based systems of curriculum, instruction, assessment and interventions that meet the academic and behavioral needs for all students in responsive ways that aligns academic programming to current academic standards
- Direct and provide leadership for curriculum resource adoptions, including designing staff development for helping staff gain skills and competencies relative to curricular changes
- Assist in the implementation of Pivot's strategic plan and academic initiatives.
- In conjunction with the Executive Director, Regional Director and site leaders and administrators, develops staff and student training systems and content
- Collaborate with campus leaders, Director of Student Support Programs and Educational Coordinators to implement and support programs and services which are aligned to Pivot's online curriculum
- Provide leadership for the development and continuous improvement of curriculum, instruction and assessments for all programs within the network of Pivot schools

- Work with Curriculum Coordinator and Systems and Technology Coordinator as a resource for supporting staff with curriculum related issues
- Work with Curriculum Coordinator and Systems and Technology Coordinator to ensure Google calendars, passwords for all curriculum and access to systems are provided to staff and students
- Assist in developing Pivot-wide and site meetings as they relate to curriculum, instruction and assessment
- Assist Executive Director in reviewing, articulating, evaluating, and developing Pivot programs
- Work with the Regional Director to evaluate curriculum and programs and monitor the implementation and compliance of those programs as well as ensuring that they are consistently implemented across the network of Pivot schools
- Recommend policies, programs and procedures essential to the needs of children, ensuring adherence to federal, state and local rules and regulations
- Assist with the development and submission of the Local Accountability and Accountability Plan as well as the School Accountability Report Card for all Pivot schools
- Maintain communication with parents and staff relative to curriculum, instruction and assessment implementation

Instruction:

- Work with site leadership on development of online workshops or other related instructional programs
- Work with Regional Director to oversee and report to the Executive Director on the quality of instruction Pivot-wide
- Research best practices in instructional leadership and disseminates information to pertinent staff
- Oversee the development of course outline for newly approved courses and programs
- Oversee the training and/or facilitates training of certified staff in the use of curriculum materials to improve work efficiency and effectiveness by applying the instructional techniques needed to achieve academic success

Assessment:

- Oversee the Pivot-wide assessment calendars and ensures timely and accurate training password access and implementation of assessments
- Direct systems for collecting and analyzing data, by grade or content, program, school and teacher, in order to recommend services or program modifications
- Interpret and communicate Pivot-wide assessment results to Board, staff and community
- Assist in creating systems for collecting and analyzing data, by school, teacher, grade level, program and Pivot-wide in order to recommend services or programs be modified, continued or removed

Staffing Related Responsibilities:

- Work closely with the Executive Director, Systems and Technology Coordinator, Data Coordinator, campus leaders, Regional Director and Director of Student Support Services
- Assist in analyzing program information/data and prepare for authorizers at renewal and as requested
- Assist in the development and writing of charter petitions for authorization and renewal
- Assist the Executive Director and staff in developing processes and systems that result in recruitment, induction, support, evaluation, development and retention of high-performing staff
- Make recommendations to the Executive Director regarding hiring, renewal or non-renewal of contracts
- Assist in development of Performance Improvement Plans for instructional staff as necessary

Other:

- Perform other duties as assigned or requested including attending professional development/meetings, in-services and workshops

Qualifications:

- ❖ Middle or High School teaching experience.
- ❖ Proficient in MS Excel, MS Word, and Google programs (including Google Meet, Sheets and Drive)
- ❖ Proven track record of successfully supporting struggling students
- ❖ Experience in providing instruction in an online environment (preferred)
- ❖ Valid CA Teaching Credential with EL authorization

Chief Business Officer

The Chief Business Officer is responsible for the financial operations of the Charter School and works with the Executive Director to oversee budget planning and policies. This is an administrative position that reports to the Executive Director.

Description of Duties:

- Responsible for the approval of Accounts Payable and payroll
- Develop and ensure implementation of IT support plan
- Responsible for approving employee purchase requests and developing a staff request system
- Manage of Accounts Payable Clerk. Work with EdTec and Accounts Payable Clerk on SACS coding policies and protocols. Ensure accounts payable staff code transactions consistently in accordance with policies and protocols
- Ensure setup and management of Amazon business account
- Manage vendor contracts and their payment plans to prevent cash flow problems
- Review and ensure fiscal compliance on contracts

- Develop, improve, and add fiscal policies as appropriate with the Executive Director
- Manage LCAP review/update each year, with input from EdTec, Executive Director,
- Manage audit contracts and scheduling, and ensure compliance with legal audit obligations
- Ensure Pivot has and maintains DUNS number(s)
- Attend necessary professional development to ensure knowledge of current fiscal laws
- Develop policies and protocols for inventorying school property
- Work with Executive Director and EdTec on budget, attendance, and apportionment certifications

Qualifications:

- ❖ BA in educational or business related field or the equivalent in experience
- ❖ Knowledge of financial policy, business management and accountability requirements
- ❖ Ability to insure compliance with financial regulations and laws
- ❖ Ability to implement school financial policy and procedures and communicate them effectively to school staff
- ❖ Abilities to provide direction to others and make independent judgments, keep and maintain accurate records, meet deadlines and communicate in oral and written form

Regional Director

The Regional Director is responsible for ensuring consistent program implementation from site to site; they enforce policy and serve as a liaison to the Executive Director. They support the Site Administrators in supporting the teachers to accomplish their tasks on a daily and weekly basis. This is an administrative position that reports to the Executive Director.

Description of Duties:

- Monitor, evaluate, and follow-up with site staff about educational program implementation. Retrain staff and adjust plans as appropriate
- Monitor all factors that contribute to Pivot's success
- Stay up to date on site needs, events, and issues; ensure sites are running smoothly
- Assist in improving educational programs and resolving parent/student issues
- Assist Director of Curriculum Instruction and Assessment with implementing mentor teacher program/ teacher training
- Assist with development and implementation of staff training
- Work with Site Administrator to develop site schedules reflecting required workshops and successful site based programs
- Assist Site Administrators and staff in community relations and outreach
- Work with Site Administrators to ensure positive school culture
- Ensure Site Administrators receive the support they need and are meeting their responsibilities

- Serve as liaison between the site and appropriate administrative staff in determining programmatic needs, making sure questions that arise locally are communicated to administrators
- Serve as liaison between site and Executive Director, Director of Curriculum and Instruction, and Director of Student Support Services
- Oversee WASC process of all four charter schools
- Oversee truancy process and serve as Truancy Hearing Officer

Qualifications:

- ❖ Bachelor of Arts Degree
- ❖ Significant technological prowess and the ability to juggle many tasks at once
- ❖ Knowledge of and ability to apply interpersonal communication techniques
- ❖ Knowledge and understanding of school policy and procedures
- ❖ Ability to manage personnel, provide direction to others and make independent judgments
- ❖ California Teaching Credential

Director of Human Resources

The Director of Human Resources is responsible for coordination of the Charter School's personnel procedures and supports the Executive Director in personnel management and operations. This is an administrative position that reports to the Executive Director.

Description of Duties:

- Create and maintain employee personnel files including the processing of all new hire paperwork
- Review and maintain all Live Scan results for employees and independent contractors.
- Assists with processing of health benefits paperwork and enrollment for eligible employees
- Process payroll with EdTec, including position changes, time sheets, etc.
- Create and maintain staff records in the SIS
- Track credential expiration dates and notifies employees at least 6 months prior to expiration
- Track TB tests and notifies employees at least 2 months prior to expiration
- Track sick, vacation and paid days off for employees
- Process all employee family, medical and pregnancy leaves
- Review and ensure exempt vs non-exempt status of employees
- Oversight of credential
- Process all corporate documents including tax forms etc.
- Update Employee Manual for legal compliance

- Oversee all risk management
- Serve as support to the Governing Board
- Stay current on and implement required employee trainings and ensures compliance of all employees
- Create all at will letters of appointments
- Process new independent contractor's live scan, TB risk assessment and contracts
- Make sure all staff are added correctly to the SIS with correct credentials and state codes
- Work with supervisors to track and maintain time off, overtime, and make up time approvals and forms for classified staff
- Work with the Executive Director to track and maintain time off approvals and forms
- Create and maintain staff Pivot email accounts
- Report all worker's compensation, student injury and property claims to insurance and track paperwork
- Track and retain classified employee timesheets ensuring legal compliance and works with Director of Operations to ensure accuracy
- Attend necessary professional development workshops to ensure compliance with employment law
- Submit CBEDS and works with Pivot administrators on other state reporting

Qualifications:

- ❖ Knowledge of personnel policy and employment law
- ❖ Ability to establish and maintain positive, respectful relationships with a variety of people
- ❖ Ability to implement school personnel policies and communicate them effectively to school staff
- ❖ Ability to create and maintain personnel records and deadlines
- ❖ Problem solving skills, attention to detail, and the ability to prioritize work

Director of Student Services

Works closely with the Executive Director to ensure high quality and successful programs are implemented within the network of Pivot Charter Schools and that student academic achievement can be measured and articulated. Provides leadership, coordination and facilitation in the development and implementation of K-12 curriculum and instructional programs. Plans and coordinates all K-12 level standardized testing, internal assessments and evaluation as required by federal, state or local mandates. Develops, directs, evaluates and administers procedures, programs, budgets, staffing and staff development as related to the above programs/services and works closely with the Executive Director on matters regarding instructional programs Pivot-wide.

Description of Duties:

- Develop, implement, and monitor site safety plans, including training and a schedule of regular drills
- Oversee and work with Site Administrators and staff on site discipline
- Oversight of health policies and practices with School Nurse
- Assists staff to implement school discipline policies
- Oversees suspension and expulsion practices and policies
- Serves as Title IV Coordinator
- Stays up to date with all of the state and federal laws that pertain to student welfare
- Supervises nursing staff
- Updates Health and Safety policies and manual as needed
- Stays on top of all state and federal laws that pertain to school health and safety
- Serves as crisis protocol manager
- Updates policies required by the state or federal agencies to inform parents
- Works with school counselors and staff to assist students in need of crisis support
- Processes students who complete enrollment who have been expelled or are in the process of being expelled
- Ensure sites are implementing safety drills such as active shooter and earthquake
- Visit sites to ensure safe and compliant facilities and operations
- Work with nurse on sensitive student vaccination and medical condition issues

Qualifications:

- ❖ Significant technological prowess and the ability to juggle many tasks at once
- ❖ Knowledge of student health and safety protocols as well as student suspension and expulsion practices
- ❖ Knowledge and understanding of school policy and procedures
- ❖ Ability to manage personnel, provide direction to others and make independent judgments
- ❖ Valid California Teaching Credential with EL authorization

Director of Special Education

The job of Director of Special Education is created for the purposes of implementing and maintaining birth to age 21 Special Education programs and services in conformance to SELPA, State and Federal objectives; providing written support and/or conveying information; serving as a resource to patrons, school personnel and the Board; and maintaining adequate staffing to ensure objectives of programs and services are achieved within budget in conjunction with the Executive Director. This is an administrative position that reports to the Executive Director.

Description of Duties:

- Collaborate with Pivot Executive Director and school special education teachers for the

purpose of implementing and maintaining services and/or programs. Set staffing levels for school special education programs for the purpose of providing services with fiscal efficiency

- Direct, support, supervise personnel and contractors, for the purpose of delivering services which conform to established guidelines
- Develop proposals, new programs, budgets and grants for the purpose of meeting Pivot goals
- Evaluate Pivot Special Education programs and monitor the implementation of special education and compliance with regulations in each location, for the purpose of carrying out and achieving objectives within the area of responsibility
- Facilitate meetings and processes, for the purpose of implementing and maintaining Special Education programs and services of the Pivot schools which achieve desired objectives
- Implement assigned programs and/or projects for the purpose of conforming to Pivot and state curriculum and/or instructional objectives
- Manage fiscal resources from the General Fund and special education grants, prepares budgets in conjunction with the Executive Director and business office and directs spending, and monitors maintenance of effort, for the purpose of fiscal efficiency in providing required services
- Prepare documentation and reports data to the California Department of Education and the SELPA for the purpose of providing written support, conveying information, and complying with Federal and State regulations
- Communicate information on programs, services, and regulations to school personnel, parents, the Board and other Pivot schools for the purpose of understanding of the programs
- Recruit, hire, supervise, and evaluate Pivot-level special education staff including contracted agencies, speech pathologists and assistants, school psychologists, occupational therapists, physical therapists for the purpose of carrying out objectives within areas of responsibility
- Supervise the identification, evaluation, and placement of students referred for special education
- Supervise preparation of Program Quality Reviews for special education.
- Provide information, assistance, and counseling to parents of special education students through conferences and home visits
- Represent Pivot Charter Schools/ Roads Education Organization in due process hearings and mediation
- Supervise and assist in evaluation of student progress through coordinating academic, health, language, and psychological testing.
- Serves as the Pivot Administrative Representative for IEP meetings, SELPA meetings as needed
- Serve as the Pivot liaison to the SELPA(s) and the California Department of Education for coordination of Special Education services; and manages special education complaints, for the purpose of providing required services
- Coordinate with outside agencies to provide services to students and staff, for the purpose of offering appropriate services
- Direct the Medicaid Administrative Claiming process and direct billing of Medicaid-eligible special education services provided by the Pivot schools, for the purpose of gaining fiscal resources

- Supervise the training of Special Education Coordinators, contractors and special education instructional assistants for the purpose of assuring well-trained personnel
- Write Pivot Charter School's Board Policy for special education as is needed or required, for the purpose of ensuring program consistency and compliance with state and federal rules in all locations
- Maintain high level of knowledge regarding developing special education issues, changes in the laws and case law, and educational methods of educating students with disabilities, for the purpose of managing an excellent special education program
- Assist other personnel as may be required for the purpose of supporting them in the completion of their work activities
- Advise Executive Director regarding special education and other matters
- Conduct job at one of Pivot's four resource centers (this is an onsite job)
- Travel to all resource centers at least once every 6-8 weeks (with more frequency at Pivot) for purposes of oversight and assistance
- Attends IEP meetings via video conference calls or in person when needed
- Provide Educational Psychology services as needed and is appropriate

Qualifications:

- ❖ Knowledge of special education curriculum and programming, California and Federal education law and policies
- ❖ Ability to provide direction to others and make independent judgments, keep and maintain accurate records, meet deadlines, communicate with individuals of varied cultural and educational backgrounds, communicate in oral and written form
- ❖ Skills to manage personnel and programs, communicate effectively, problem solve
- ❖ California Special Education Credential

Site Administrator

The role of the Site Administrator is to perform clerical activities of a school to support teachers and administrative staff and to maintain and manage school records in an organized manner. This position requires significant organizational and technological prowess and the ability to multi-task effectively.

Description of Duties:

- Bring local team together
- Ensure positive school culture of staff, students and parents
- Develop site schedules reflecting required workshops aligned with data analysis as well as responsive to student need
- Ensure all local staff receive adequate communication about site level operations
- Work with Regional Director on development and support of staff
- Work with Site Coordinator to decide school supply needs, and ensure Amazon wish list is being properly managed and updated
- Work with Director of Student Services to ensure a safe & efficient operations of facility
- Lead individual site meetings (agenda, facilitate etc.)
- Leads community relations and outreach

- Lead and supervise planning and implementation of special events such as open houses and back to school nights
- Serve as liaison between the site and appropriate administrative staff in determining programmatic needs
- Responsible for making sure questions that arise locally are communicated to administrators before making local decisions
- Direct staff to appropriate manager or administrator when questions arise
- Participate in leadership meetings
- Clearly communicate in a timely fashion upcoming plans for local site events to leadership team and ensure google calendars are updated accordingly
- Conduct follow-up lead calls for leads with site coordinator when appropriate
- Not responsible for intervening in personnel grievances or disputes, setting policies & school district relationships
- Is not responsible for determining intervention or withdrawal criteria and decisions, but should provide guidance to Educational Coordinators on strategies to try with struggling students
- Serves as executive decision maker on matters of discipline where discrepancies arise, in conjunction with Student Services Director
- Serve as a resource to staff regarding student management issues
- Ensure implementation of the crisis management plan and school safety requirements
- Develop site schedule with input from Program or Regional Director on allocation of teacher time on site
- Facilitate required testing and assessment.
- Ensure field trips are occurring monthly and in accordance with all applicable policies. Approve field trip logistics and expenses for trips up to $400.
- Ensure schoolwide discipline policies are enforced consistently
- Implement mentor teacher program
- Work with the Systems and Accountability Director to develop site specific plan to address areas of deficiency based on data analysis
- Develop and Implement Site Based Student Orientation Programs several times a year
- Oversee the planning of graduation ceremonies.
- Work with teachers to ensure independent study paperwork and auditing is timely and compliant
- Serve as WASC coordinator overseeing site completion and ongoing processes

Qualifications:

- ❖ Organization, extreme attention to detail, and problem-solving skills
- ❖ Ability to be trained and master multiple systems utilized by Pivot
- ❖ Strong technological skills and resourcefulness
- ❖ Strong written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping as well as report experience in report preparation

School Counselor

Under the supervision of the Director of Special Education the counselor will assist students to: understand and make maximum use of their abilities, meet the demands of school expectations, develop positive interpersonal relationships, and set goals and meet achievement levels appropriate to those goals. Additionally, the School Counselor will serve as a student advocate; serve as a liaison between teachers, parents, and students; assist staff and families with crisis intervention; serve as Intervention Coordinator and provide counseling services per students' IEPs as appropriate.

Description of Duties:

- Monitor the academic progress of students and coordinate appropriate interventions to improve student achievement and attendance
- Analyze and interpret a variety of data in order to assist in the development of an appropriate educational plan for students
- Assist students in planning realistic educational goals and understanding their aptitude and ability
- Counsel students to help them overcome potentially disabling educational, personal, behavioral and social problems
- Provide counseling services to students per their Individual Education Plans
- Provide feedback and support to teachers regarding student social and emotional needs
- Provide training and oversight to staff on matters related to child abuse reporting and suicide prevention
- Serve students and teachers at the Charter School resource site and travel to multiple sites throughout the state as needed but no less than four times a year
- Distribute relevant guidance information to students and staff
- Consult with representatives of public and private agencies in providing information regarding students and pre-screen pupils for possible referral to other supportive services or agencies within the community
- Consult with parents as appropriate regarding educational, social and vocational needs of their students
- Facilitate student/teacher/counselor/parent conferences regarding student's educational or social/emotional progress and future educational goals
- Consult and confer with parents, staff members, and students to facilitate student articulation between schools and grade levels
- Develop and assist with implementing the Pivot Network's school crisis intervention plans
- Coordinates all student intervention with teaching and admin staff
- Approves all independent study withdrawals

Qualifications:

- ❖ Knowledge of intellectual, emotional, social, and physical development of adolescents
- ❖ Knowledge of and ability to apply interpersonal communication techniques
- ❖ Ability to understand and accept individual differences in children and parents
- ❖ Ability to effectively communicate and maintain cooperative relationships with those

contacted in the course of work
- ❖ CTC Pupil Personnel Services Credential

Academic Counselor

This position requires significant organizational and technological prowess and the ability to complete multiple projects simultaneously and effectively. Academic Counselors consult with Educational Coordinators on the needs of students as they relate to school and aid students and parents by providing information pertaining to college and career planning.

Description of Duties:

● Academic Counseling:
- Analyze transcripts and create course plans
- Provide information on course selection and academy placement and changes in relation to course demands, high school graduation, and college admission requirements
- Assist students with making decisions and creating goals concerning their education that aligns with graduation requirements and their post-secondary choices
- Identify and assist students who are not on track for graduation and establish a plan for promotion and retention
- Reviews assessments, and concurrent enrollment options
- Meet with non-graduating seniors to develop alternative plans for graduation or for other post high school options
- Inform teachers about students' progress toward meeting graduation requirements and assist with communicating with families as necessary
- Coordinate and collaborate with Educational Coordinators and other staff members to provide a cohesive plan for students

● College and Career Counseling:
- Oversee YouScience inventory assessments
- Work with CTE teachers and Program Coordinator to develop plans based on YouScience results
- Assist students with making decisions and creating goals concerning educational and career opportunities
- Assist students with making decisions regarding career aptitude and interests
- Organize and provide information and access to local career and college information fairs.
- Assist students by providing information and guidance pertaining to college admission, college entrance requirements, testing, scholarships, financial aid and completing college applications
- Review student transcripts and guide course selection for four-year planning
- Disseminate college/vocational information, AP and college testing information, and scheduling procedures.
- Guide students through the college application and admission process
- Collect and provide information on scholarship, financial aid, and internship opportunities
- Provide and assist students in obtaining letters of recommendation for college applications

● Additional Duties:

- Communicate frequently (weekly and sometimes daily) and in a variety of ways with staff, students, parents regarding the educational and social progress of pupils
- Participate in meetings, workshops, and seminars as assigned for the purpose of conveying and/or gathering information required to perform these essential duties and responsibilities
- Maintain accurate and up-to-date documentation of student progress for their course and program completion.
  Project and maintain a positive school climate in which students can mature and develop a sense of responsibility, self-worth, and good citizenship.

Qualifications

- ❖ Current CTC Pupil Personnel Service Credential
- ❖ Strong communication and technological skills
- ❖ Knowledge of California State Standards and graduation requirements
- ❖ Knowledge of college application and admission processes
- ❖ Excellent interpersonal skills

Ability to collaborate with colleagues, parents and the community

Site Coordinator

Under the supervision of the Enrollment Specialist, the Site Coordinator is responsible for student enrollment, maintenance of student files, and a variety of duties to assist in the daily operations of the resource center. This position requires organization and the ability to handle many tasks at once.

Description of Duties:

- The Site Coordinator is the first point of contact for families interested in enrolling their students in Pivot Charter School. They deliver information to the families and answer questions regarding the Pivot Program including giving tours to interested families.
- Promotes and maintains a positive and effective school climate by ensuring that all interactions with staff, students, parents, and the public at large are prompt, efficient, helpful and friendly.
- In charge of making sure the Student Registration Packet is complete with all of the documents that are legally required to enroll a student in a CA public School.
- Responsible for maintaining and updating all student demographic information and start dates in the system.
- Are trained to watch for issues such as custody, immunizations, Special Education, 504, age, discipline and location to our school for enrollment and pull in the appropriate staff to assist in these areas.
- Responsible for maintaining and updating student enrollment files and cumulative files including entering student registration information into the Student Information System.
- Supervises the maintenance of student records, including assessment results, test scores,

discipline citations, medical reports and records, and other documents.
- Help in general up-keep of the Resource Center cleanliness and pulls in support from the Site Admin on repairs and improvements.
- Processes all mail and is responsible for mailing student report cards and transcript requests.
- Responsible for auditing all teacher compliance files and sending information to Enrollment Specialist, Site Administrator, Program Director, Curriculum Coordinator, and Executive Director.
- Sends weekly updates on enrollment, resource center and projects to Leadership Team
- Works with Marketing when necessary to answer questions or help plan events.
- Facilitates staff in planning and setting up events and field trips.
- Is primarily on phones for the resource center. Answering and directing phone calls/questions.
- Develops, implements and monitors work practices, systems, and methods that are effective and consistent with school standards, policies, and procedures.
- Responsible for inventory-receives, and distributes/stores classroom, school office and workroom materials and supplies; maintains ongoing inventory; processes packing slips.

Qualifications:

- ❖ Organization, attention to detail, and problem solving skills
- ❖ Written and verbal communications skills
- ❖ Proficiency in Microsoft Office and other software programs
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping

Curriculum Coordinator

The role of the Curriculum Coordinator is to support the Director of Curriculum, Instruction and Assessment in providing students with a robust program. The Curriculum Coordinator will support teachers in developing alternative assignments, and problem solving curricular challenges. This position will assist in implementing the state standardized assessments as well as internal benchmarks assessments as needed.

This position requires significant organizational and technological prowess and the ability to multi-task effectively. Strong candidates enjoy differentiating curriculum in order to target specific learning goals, developing strong connections with students and families through consistent and positive communication, and working closely and actively as a member of a team.

Description of Duties:

- Develop new projects for replacement assignments
- Elementary remediation courses review - bridge classes
- Oversee criteria for others to develop projects for replacement assignments

- Review courses for approval as needed with Director of Curriculum, Instruction and Assessment
- Upload courses into SIS
- Develop course guide with Director of Curriculum, Instruction and Assessment
- Review of future curriculum as needed
- Work with teachers to create Pivot-generated courses with Director of Curriculum and Assessment
- Help create academic calendars Manage course list in SIS
- Assist with State Required Assessments
    - ELPAC, PFT, and CAASPP
- Establish testing timelines with Director of Curriculum and Assessment
- Assists with overseeing TOMS
- Work with Director of Curriculum, Instruction and Assessment implementing internal assessments: Exact Path, I Ready diagnostic and SEL surveys
- Oversee schoolwide plagiarism identification and academic honesty systems
- Approve credit limit waiver requests based on appropriate student course completion
- Oversee K-8 end of year grade level promotions
- Interface with families regarding curriculum/course questions
- Troubleshoot curricular glitches
- Assist 504 coordinator in curricular modifications as needed
- Assist in developing the online workshops schedule, grader office hours
- Supervise grading team
- Assign grader courses
- Supervise graders

Qualifications:

- ❖ Middle or High School teaching experience.
- ❖ Proficient in MS Excel, MS Word, and Google programs (including Google Meet, Sheets and Drive)
- ❖ Proven track record of successfully supporting struggling students
- ❖ Experience in providing instruction in an online environment (preferred)
- ❖ Experience and/or knowledge of MTSS, SEL and PBIS (preferred)
- ❖ Valid CA Teaching Credential with EL authorization

Community Liaison

The community liaison's mission is to foster connections to bring Pivot's name and students out into the community and bring community resources to Pivot to support students, families, and teachers.

Essential Job Functions

- Develop relationships with media representatives and assist in writing and distributing press releases and coverage of Pivot events.
- Outreach to families to re-engage students who are truant.

- Serve as homeless and foster student liaison to each county and provide support to teachers in serving this population of students.
- Research growth opportunities to better serve Pivot students, families, and the greater community.
- Conduct ongoing needs assessment to determine the key needs of students and their families.
- Research community resources that can benefit Pivot students by finding solutions to barriers they face or providing enrichment opportunities that will support their academic and social emotional needs.
- Serves as an additional resource to build partnerships with community colleges.
- Coordinate special events and activities, such as Wellness Fairs, Spring Festivals, and academic summits, that serve the community at large and Pivot students.
- Provide linkage and collaboration with community services and organizations for individual students and families as needed.
- Build relationships with organizations such as authorizing agencies, foundations, rotary chamber of commerce, social services agencies, businesses as well as County Offices of Education serving as a liaison between the Charter School and the community.
- Locate businesses that serve students who would benefit from the Pivot model and develop a "feeder" type program to increase enrollment at the smaller sites.
- Refers students and their families to outside agencies (e.g., state agencies, counselors, foundations, charities, etc.) to ensure the needs of students and families are met.
- Find and promote career and work opportunities in the community for students, including internships, mentorships and apprenticeships.
- Research and attend events in the community, like farmers markets or chamber of commerce meetings, to promote Pivot charter school, make the community more aware of our model, and support increased enrollment.
- Foster and promote volunteer (community service) opportunities in local communities.
- Strengthen parent relationships and engagement by coordinating parent training classes, consultation, and development.
- Assess home, school, personal, and community factors that may affect a student's learning.
- Coordinate family, school, and community resources on behalf of students.

Job Requirements and Qualifications
Skill to:

- Establish and maintain productive working relationships with staff, business associates, and the general community.
- Work on multiple tasks and prioritize appropriately.
- Recognize areas of concern relating to student issues and propose or recommend appropriate solutions to problems.
- Communicate effectively.
- Exercise initiative and make independent decisions to reschedule work to meet deadlines or to effectively handle emergency work.

Ability to:

- Demonstrate an understanding, patient, and receptive attitude toward students of varied age groups, particularly those exhibiting specialized needs.

- Work courteously and effectively with coworkers, students and parents.
- Understand and carry out oral and written instructions, and give direction to others.
- Complete assigned tasks without supervision.
- Communicate effectively at all organizational levels.
- Exercise good judgment in prioritizing tasks.
- Appropriately handle confidential information in accordance with Pivot policies.
- Efficiently utilize instructional materials and technologies (e.g., document camera, projector and video equipment, word processing presentation/webpage software, PowerPoint and Excel software applications)

Experience and Education Requirements:

- High school diploma
- CA PPS Credential in Social Work or School counseling
- Demonstrated experience in computer environment with knowledge of the installation, operation, repair, maintenance, and support of PC systems, applications, and hardware.
- Ability to utilize spreadsheets (Excel, Google Sheets) to audit systems and data management.

Education Specialist

The Pivot Charter School Education Specialist job requires immense amounts of flexibility and organizational skills. Under the direction of the Director of Special Education, the Education Specialist will be responsible for providing direct services to students and other activities of the Special Education Department; provide leadership and supervision to all school personnel as it relates to special education.

Description of duties:

- Provide instruction to students with special needs and identified learning disabilities in a resource specialist type program
- Tutor individual and small groups of students, reinforcing language and reading concepts and academic needs as specified in the IEP
- Administer and score individual and group tests and standardized achievement tests.
- Assist in conducting IEP meetings
- Communicate and coordinate special needs evaluation and testing with speech teachers, psychologists, and other service providers
- Communicate with parents regarding individual student progress and conduct
- Maintain progress records and record progress toward IEP goals
- Ensure all students are receiving services commensurate with their IEPs and making ongoing progress toward meeting goals as outlined in their IEPs
- Monitor the IEP and all special education processes
- Coordinate the selection of alternative curriculum for special education students that is aligned with the Charter School's core curriculum
- Assist in coordinating special education services with private and other agencies
- Implement and maintain an integrated student database of special education students and their IEPS in appropriate systems in a timely and compliant manner

- Support teachers in implementing Special Education programs and services
- Facilitate the development and implementation of action plans intended to accomplish specific goals and objectives related to special education
- Work collaboratively with the Director of Special Education and Executive Director to meet school goals and ensure alignment of programs, services, and operations of special education
- Direct and coordinate other special projects and duties as assigned by the Director of Special Education

Qualifications:

- ❖ Significant technological prowess and the ability to juggle many tasks at once
- ❖ Knowledge of and ability to implement Special Education law and policy
- ❖ Ability to understand and accept individual differences in children and parents
- ❖ California Special Education Teaching Credential

Educational Coordinator

The Pivot Educational Coordinator job requires immense amounts of flexibility and organizational skills. The role of the teacher at Pivot Charter School is to monitor student progress online daily, provide feedback, encouragement and support to students, provide academic support in their areas of expertise on site for students needing help and produce accurate, timely and compliant documentation of independent study attendance. Teachers do not necessarily provide direct instruction to a "class" of students on a daily basis but are on site every day. The teacher, called an Educational Coordinator, counsels, mentors, provides oversight and direction and provides whatever support it takes to help students succeed in their academic endeavors. This position requires significant technological prowess and the ability to juggle many tasks at once.

Description of duties:

- Maintain accurate and up-to-date documentation of student learning for their independent study program, student attendance and student progress
- Compile student learning files and electronically document all required educational data for independent study programs as prescribed by the Director
- Oversee student work, attendance and completion rates and makes recommendations for program changes accordingly
- Teach and guide in accordance with the abilities and achievements of the pupils assigned to him or her, and in conformance with the charter school's' philosophy, goals and objectives as expressed in the adopted courses of study in independent study.
- Improve each student's ability to read, write, compute, speak, and problem solve; monitor and document this progress through a variety of assessment techniques
- Perform accurate and timely accounting of student activities, i.e., master agreements, course contracts, portfolios, learning logs, grade reports, attendance reports, contact logs, and other documents deemed necessary for compliance
- Demonstrate evidence of team building, collaboration, creative problem solving, flexibility, conflict resolution, cultural sensitivity, and genuine care for each student

- Maintain a professional demeanor and high expectations in his or her meetings/interactions that is conducive to learning, and works cooperatively with administrators and colleagues in attempting to resolve problems
- Identify and attempt to meet special needs of pupils, and initiates referrals to special programs as necessary
- Communicate frequently with pupils and parents regarding the educational and social progress of pupils
- Prepare formal progress reports and provide other information appropriate for inclusion in the cumulative records of the pupils assigned to the EC's student list
- Ensure a high level of student attendance and work product completion
- Full time teachers serve a caseload of 25-40 independent study students. (Maintaining a schoolwide ratio of 25:1 FTE to ADA)
- Supervise extracurricular activities as directed including Fun Fridays and field trips
- Serve, as requested, on school and organization-wide committees and project teams
- Is on site 40 hours a week providing direct instruction in small groups and classes as well as learning lab supervision
- Participate in marketing promotional events each semester outside of the regular school day
- Attend and participate in required in-services training activities and work with Directors in planning the EC's own in-service program

Qualifications:

- ❖ Significant technological prowess and the ability to juggle many tasks at once.
- ❖ Knowledge of and ability to apply interpersonal communication techniques.
- ❖ Ability to understand and accept individual differences in children and parents.
- ❖ CTC certificate, permit, or other document required for the certificated assignment

English Language Development Teacher

The English Language Development teacher works closely with teachers and administrators to plan and execute a comprehensive plan to increase student achievement of English Learners and students with intervention needs. The ELD teacher will provide language acquisition support and instruct those who are designated as an English Learner or who continue to struggle with the English language even after being re-classified, through a Designated ELD Instruction Program as well as an Integrated ELD Instruction Program. The ELD teachers will also support intervention for these students. In addition to EL instruction, the ELD teacher will be responsible for outreach to our non-English speaking families and students by offering workshops, providing community resources and generally helping Pivot provide a welcoming and academically successful environment for our non-English speaking families.

Description of duties:

- Design and instruct students using effective research based instructional practices that address the cultural context of English Learners and in alignment with the standards for English Language Development

- Create a structured, positive culture of learning that promotes a sense of belonging for all students online and at the resource center
- Establish positive, caring relationships with students and school stakeholders
- Design and deliver instruction both online and at the resource center that is standards-based, purposeful, promotes critical thinking and student ownership, and embeds supports for learners at different levels
- Facilitate data collection and reporting for state documentation
- Monitor the progress of all English Learners and of Reclassified Fluent English
- Proficient students
- Attend and monitor site-level advisory committees as needed
- Support the coordination of all language-related testing of all students at the four campuses
- Support administrators, teachers, paraprofessionals, and parents in accelerating academic achievement via Designated and Integrated ELD at the resource center in Corona as well as online
- Consult with school staff regarding modifying regular programs for EL students, including
- ELD instruction and sheltering techniques
- Conference with parents as needed
- Serve on the Student Study Team (SST) and Individualized Educational Program team as requested
- Provide pertinent parent and student workshops on topics such as using the curriculum, college applications, community college and concurrent enrollment
- Determine staff development needs for instructional staff working with ELD students, and provides staff development opportunities to meet their needs

Qualifications:

- ❖ California single subject, ELA or multi-subject credential with English Learner
- ❖ authorization
- ❖ At least three years teaching English Learners and a demonstrated track
- ❖ record of success in improving their language acquisition and fluency (preferred)
- ❖ Familiarity with the policies, procedures, and training associated with the administration of the ELPAC
- ❖ Proficiency in analyzing, communicating, and presenting data
- ❖ Understanding and command of the best practices in teaching ELs
- ❖ Fluent in Spanish (reading, writing, speaking, listening) (preferred)
- ❖ Bachelor's Degree
- ❖ Possession of either Bilingual, Cross-Cultural, Language and Academic Development ("BCLAD") certificate; Cross-Cultural, Language and Academic Development ("CLAD")
  certificate; Bilingual Certificate of Competence ("BCC"); or Language Development Specialist ("LDS") certificate desirable

Special Education Administrative Assistant

Under the direction of the Director of Special Education, the Special Education Administrative Assistant will perform confidential secretarial and administrative assistant duties as it relates to Special Education. The Special Education Administrative Assistant will communicate with staff members of the Special Education team and families and districts and will coordinate and manage the meetings, records and reports.

Description of Duties:

- Provide meeting coordination between parents and the Special Education team
- File meeting notice requests in each student's file
- Mail meeting notice to parents
- Contact employees who are requested to attend the meeting
- Reschedule meetings due to parent cancellations or scheduling conflicts
- Create student evaluation spreadsheet to monitor student observations and to assign case managers on a rotating basis to perform student evaluations
- Copy and distribute the evaluation permission to test to the assigned case manager
- Receive student progress reports from case managers and other school support specialists
- Mail details of extended year programming ("EYP") to parents of special education students
- Schedule EYP meeting between building parents and Special Education team
- Input all IEPs into the state software system in an accurate and timely manner
- Gather and report special education data as requested by school administration
- Attend training and workshops deemed necessary to perform duties
- Print, maintain, and distribute all special education reports as needed

Qualifications:

- ❖ High school diploma or equivalent
- ❖ College degree preferred
- ❖ Strong technological skills
- ❖ Strong verbal written communication skills
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate with colleagues, parents and the community
- ❖ Maturity, humility, can-do attitude, strong work ethic, and sense of humor

School Nurse

The Charter School must abide by the laws and regulations that pertain to immunizations in the California public schools and other health regulations. It is essential to keep accurate records of the student's immunizations and health issues.

Description of Duties:

- Assess student immunization status and ensure compliance with California law. Maintain and update accurate student immunization records in the Student Information System and

in a trackable Google spreadsheet
- Communicate with the Enrollment Team to maintain current student records and follow up with Site Coordinators regarding student's missing vaccines
- Review student medical records to identify students with potential for classroom health emergencies as well as parent requests for medications on campus
- Recognize problems and impediments and report them to Administrative Staff.
- Coordinate with the Director of Student Services regarding communication of Health & Safety requirements through enrollment process
- Communicate with and develop notices for parents/guardians regarding Health & Safety concerns
- Serve as a resource person to the Educational Coordinators and Administrative Staff on questions concerning Health & Safety
- Assist in the development of Health & Safety Policies
- Work to acquire Epi-Pens at all Pivot Charter School sites
- Additional duties and projects as assigned by the Program Director and Administrative Staff

Qualifications:

- ❖ Attention to detail, organization, and problem solving skills
- ❖ Written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Prior knowledge in the medical field with the ability to read and understand medical terminology as it relates to health, safety, and immunizations

School Psychologist

Under the supervision of the Director of Special Education the School Psychologist will conduct applicable evaluations and assessments for students. Additionally, the School Psychologist will interpret the results and communicate with the Special Education to effectively participate in IEP meetings.

Description of Duties:

Services to Students:
- Conduct comprehensive psychological evaluations that include but are not limited to the assessment of intellectual, developmental, academic, social/emotional and behavioral status
- Assessment and data collection by use of informal or non-standardized evaluation techniques
- Interpret and utilize assessment data for the purpose of writing psychological reports and developing written intervention plans
- Create and assist to implement positive behavior intervention plans

Service to Teachers:

- Consult with teachers and administrators regarding specific students

Professional Development:
- Attend in-service meetings and conferences to develop professional attitudes and skills
- Maintain professional skills through reading of current literature and professional memberships

Other Duties and Responsibilities:
- Participate in individual education plan meetings

Qualifications:

- ❖ Bachelor's degree in related field
- ❖ Master's degree
- ❖ California Credential authorizing the performance of psychological services
- ❖ Administrative Services Credential (Preferred)
- ❖ Successful experience as a school psychologist and program development
- ❖ Extremely strong organizational skills
- ❖ Ability to use a consultative approach to resolving work-related issues
- ❖ Strong technological skills
- ❖ Strong communication and team building skills
- ❖ Knowledge and experience administering and using assessments
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate with colleagues, parents and the community
- ❖ Maturity, humility, can-do attitude, strong work ethic, and sense of humor

Enrollment Specialist

The Enrollment Specialist focuses on ensuring that Pivot's enrollment processes and operations are compliant, family friendly, and efficient. Under the direct supervision of the Executive Director, the Enrollment Specialist oversees the enrollment team and creates and maintains effective policies and procedures for enrollment.

Description of Duties:

- Serve as the Direct Supervisor of the Enrollment Team
- Review and approve time off requests
- Hold weekly meetings
- Provide annual evaluations
- Understand and oversee student enrollment procedures
- Attend necessary professional development workshops, conferences, online trainings, and seminars

- Ensure proper procedures are followed regarding communication about 504/IEP students
- Update student withdrawals in student information system
- Ensure the Enrollment Team is documenting custody issues and assist with problem solving or serve as support in problem solving issues
- Ensure the Enrollment Team is documenting custody issues and assist with problem solving or serve as support for homeless and foster students
- Ensure proper procedures are followed regarding communication about 504/IEP students
- Oversee the enrollment of foster, homeless, highly mobile youth, and adult students (18+ years)
- Assist in troubleshooting enrollment issues
- Manage Educational Coordinators caseloads and students changes
- Provide back-up and support for student credit evaluations
- Update School Information System (SIS) parent letters
- Update SIS with withdrawals, enrollments, and rolls over the re-enrolled students before the start of the new school year
- Ensure enrollment communication is updated and accurate in the student information system as well as from the Enrollment Team
- Ensures enrollment communications are also translated to Spanish
- Assist the Executive Director in updating enrollment processes

Qualifications:

- ❖ Organization, extreme attention to detail, and problem-solving skills
- ❖ Excellent written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Strong technological skills with proficiency in Microsoft Office programs and Excel as well as other software programs
- ❖ Ability to manage personnel, provide direction to others and make independent judgments

Paraprofessional / Classroom Assistant

The paraprofessional / classroom assistant supports the Educational Coordinator (teacher) in providing a well-organized, smoothly functioning class and on site environment in which students can take full advantage of the instructional program and available resources. Under the direction of credentialed teachers, the paraprofessional / classroom assistant may provide additional targeted support for students with special needs, English Learners, and students who experience other barriers to learning.

Description of Duties:

- Execute instructional and hands on activities with individual students or small groups of students following teacher direction and demonstration
- Provide assistance and tutoring to students

- Assist in preparation of materials for class and onsite activities
- Monitor and support student engagement
- Maintain the same high level of ethical behavior and confidentiality of information about students as is expected in the classroom teachers
- Assist students leaving and entering the resource center
- Assist with the supervision of students during emergency drills
- Assist with student use of equipment
- Observe and intervene to redirect inappropriate behavior
- Assist, monitor, and guide the student to pay attention, participate in activities, and complete tasks
- Guide independent study, enrichment work, and review material set up as assigned by the teachers

Qualifications:

- ❖ High school diploma or equivalent
- ❖ Teaching experience preferred
- ❖ Demonstrated knowledge and application of effective instructional aide or
- ❖ educational principles, practices and trends
- ❖ Work on multiple tasks and prioritize appropriately
- ❖ Recognize areas of concern relating to student issues and propose or
- ❖ recommend appropriate solutions to problems
- ❖ Communicate effectively
- ❖ Exercise initiative and make independent decisions to reschedule

Administrative Assistant

Under the supervision of the Director of Human Resources, the Administrative Assistant performs a variety of clerical and record keeping duties as well as communication with staff and other school constituencies such as Board members, authorizing school districts and contractors and business partners.

Description of Duties:

- Serve as the coordinator of the corporate office - checking mail, voicemails, posting agendas
- Organize accounts payable for Accounts Payable Clerk
- Request certificates of insurance
- Prepare bank deposits
- Mail paychecks and other documents including W-2's and 1095-C's
- Assist with reference checks for new hire candidates
- Prepare Amazon lists for corporate office and assist with merchandise check-in
- Scheduling of interviews of candidates
- Responsible for all Edjoin postings and accounts
- Communicate to candidates who have applied for jobs

- Communicate to staff about required trainings
- Complete letters of employment verification
- File documents in corporate files
- Assist vendors, contractors and other third-party agencies who engage with the Pivot schools
- Assist with planning special events
- Assist in business card development
- Assist Chief Business Official with Board meeting preparation and follow up
- Assist with processing of supply acquisition for all sites
- Assist with drafting of various contracts
- Prepare and mail invoices
- Prepare annual corporate and financial documents for distribution

Qualifications:

- ❖ High school diploma or equivalent
- ❖ Strong technological skills
- ❖ Strong verbal written communication skills
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate with colleagues
- ❖ Maturity, humility, can-do attitude, strong work ethic, and sense of humor

Assistant to Executive Director

Under the direction of the Executive Director, perform complex and confidential secretarial and administrative assistant duties, interpret policies and regulations to officials, staff, and the public; plan, coordinate and organize office activities and flow of communications and information for the assigned administrator; ensure efficient operation of support functions; and coordinate assigned projects.

Description of Duties:

- Perform complex and confidential secretarial and administrative support duties to relieve the Executive Director and cabinet level administrators of a variety of secretarial and administrative support details, coordinate and organize office and department activities and flow of communications for the administrator; manage the daily activities of the office; monitor office workflow and assure compliance with established timelines, procedures and standards of quality; maintain confidentiality of privileged and sensitive information.
- Coordinate and schedule various appointments and meetings using current calendaring systems; make travel arrangements; reserve facilities; prepare and assure proper completion of reimbursement forms; maintain and coordinate the Executive Director's calendar; prepare and disseminate calendar of events; coordinate and arrange special events and activities for the administrator and cabinet administrators
- Receive, screen, and route telephone calls; take and relay messages; assist in responding

to requests, complaints, and questions from officials, and the public, representing the administrator by phone and written communication; interpret policies and regulations to officials, staff and the public

- Compose correspondence independently on a variety of matters including those of a confidential nature; compile and type various emails, letters, forms, reports, contracts, packets, statistical data, memoranda, bulletins, newsletters, notices, lists, and other materials as directed; prepare, format, edit, proofread and revise written materials; prepare presentations and supporting materials using current software and technology systems
- Provide and support cabinet members and other personnel with information and documentation as requested. Receive and sort incoming correspondence; route confidential communications between the Executive Director and cabinet administrators; review and determine the priority of incoming mail; compose replies independently or from oral direction; prepare notices and mass emails
- Perform special projects and prepare various forms and reports on behalf of the Executive Director and cabinet level administrators; attend to administrative details on special matters as assigned; perform varied duties related to the administrator's area of responsibility and assigned programs

Qualifications:

- ❖ High school diploma or equivalent
- ❖ College degree preferred
- ❖ Strong technological skills
- ❖ Strong verbal written communication skills
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate with colleagues, parents and the community
- ❖ Maturity, humility, can-do attitude, strong work ethic, and sense of humor

Fiscal Services Coordinator

Under the supervision of the Chief Business Officer, the Accounts Payable and Logistics Coordinator performs a variety of accounts payable duties as well as organizes travel and logistics communication with staff, Board members, and outside agencies.

Description of Duties:

- Process all accounts payable including invoices, reimbursements, and recurring expenses
- Process request for checks
- Problem solves payment problems
- Request and processes W-9
- Act as a vendor liaison to resolve billing issues by investigating, issuing stop payments, payments, or adjustments

- Assist in onboarding new vendors and vendor contracts
- Process and code debit charges and uncategorized expenses
- Ensure the correct coding of AP according to SACS
- Assist with travel arrangements for Admin staff
- Assist with securing state rates and contracts for travel
- Assist Chief Business Officer with securing purchasing power
- Clerical support to administrators
- Maintain and update an electronic and hard copy filing system for accounts payable
- Assist Chief Business Officer with various business services as necessary
- Update job knowledge by participating in educational opportunities
- Support Executive Director with daily tasks
- Schedule administrative appointments
- Return administrative phone messages and some email communication
- Assist with electronic and hard copy filing of corporate and administrative documents
- Assist with mailing of state reporting

Qualifications:

- ❖ Organization, attention to detail, and problem solving skills
- ❖ Written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Data entry and general math skills
- ❖ Proficiency in Microsoft Office and other software programs
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping
- ❖ Solid understanding for basic bookkeeping and accounts payable procedures
- ❖ Work from home with some weekly travel required

Systems and Technology Coordinator

The Systems and Technology Coordinator will play a pivotal role in managing equipment, accounts, and resources for students, to close the Digital Divide and to ensure all students have equitable and secure access to educational programs and resources as well as technological tools, regardless of background or socioeconomic status. The Systems and Technology Coordinator will also support the technology needs of students and staff at school sites. This includes troubleshooting site technology issues, managing Google services for students and staff, managing and maintaining inventories of equipment and devices, maintaining and troubleshooting student accounts and system access, and providing general training and technology assistance for students and staff.

Description of Duties:

Help Site Coordinators troubleshoot and manage Chromebooks & student computers:

- Register Chromebooks to Pivot's Google domain
- Power washing

- Monitor usage
- Oversee the loan program
- Disable devices for withdrawn students

Manage Wifi hotspot devices:

- Manage web Filtering lists and content security
- Suspend/activate/check out devices
- Monitor usage
- Contact teachers when their students max out data or use inappropriately
- Oversee the loan program
- Disable devices for withdrawn students

Google Administrator:

- Manage user settings, including content filtering
- Manage Google device registrations
- Maintain security of Google devices and content
- Reset student passwords as necessary
- Suspend and activate accounts
- Maintain Google Groups for staff
- Monitor 2-Step Verification on staff accounts
- Attend Google for Education training
- Assist with student portal/website
- Investigate Google alerts as necessary
- Approve/add apps to organization

Student & Staff Account Management: Activate, suspend, maintain, and troubleshoot issues as directed with accounts in curriculum and other systems. May include assigning permissions to users for appropriate access, as needed.
Training provided by Supervisor or appropriate external system representative

- Google
- Clever
- School Pathways (includes Student Portal, Parent Portal, and Buzz)
- IXL
- YouScience
- Apex Learning
- i-Ready
- myLexia
- iLitELL
- Rosetta Stone
- DocuSign
- Other systems as needed

Manage systems troubleshooting website, providing screenshots and explanations for common issues, as well as work with staff on troubleshooting student and parent/guardian access issues. *Training provided by Supervisor or appropriate external system representative*

- Google
- Clever
- School Pathways (includes Student Portal, Parent Portal, and Buzz)

Curriculum Systems Management:

- Buzz integration with Accelerate, Apex, eDynamic
    - Bookshelf

Provide general training and assistance with certain technology and programs for students and staff. This includes the creation of short training videos to support students and staff during in-person instruction as well as distance learning.

- GSuite Applications
- Microsoft Office
- Windows
- Browser settings
- Adobe Reader
- Video conferencing programs such as Zoom and Google Meet

Work with families, students and staff through:

- Weekly trainings with topics (using Google calendar, looking at assignments completed, logging in, etc) for parents/guardians, students, and staff
- Limited one on one meetings

Maintain inventory of equipment. Work with staff to evaluate the condition of the equipment, facilitate ordering to ensure sufficient availability for all students' equipment needs, and recommend disposal as appropriate. Provide adaptors as needed to ensure seamless use of the equipment. Manage inventory and request new/replacement devices as needed.

- Student Chromebooks & computers
- Staff laptops
- Wifi hotspots
- External monitors
- Printers
- TVs
- Projectors
- Troubleshoot and repair devices or seek assistance with repairs
- Determine when devices are beyond useful life or damaged beyond repair; recommend items to senior administration for e-waste/disposal
- Facilitate device recovery

- Add admin accounts to staff computers

Work with senior administrators and external IT vendor(s) to ensure networks as well as staff equipment and accounts are secure, operating efficiently, and well maintained.

- Staff laptop troubleshooting, breakage, replacements, inventory and who does what (this position vs external company)
- Wifi networks at sites - "boots on the ground" to assist but not responsible for managing/maintaining. Define responsibilities for this position vs external company
- Control Panel
- Cybersecurity - managing confidential data, integrity of programs, services, protocols that are in place to protect our networks and devices - define responsibilities for this position vs external company
- Phishing/malware/scams/etc - training, simulations/tests, follow up after simulations/tests reveal areas for improvement

Qualifications:

- ❖ High School diploma
- ❖ Demonstrated experience in computer environment with knowledge of the installation, operation, repair, maintenance, and support of PC systems, applications, and hardware.
- ❖ Ability to utilize spreadsheets (Excel, Google Sheets) to audit systems and data management.

Data Coordinator

The Data Coordinator position is responsible for accurate data entry, monitoring, and reporting in multiple online systems utilized by Pivot Charter Schools. This position requires a high level of technical skill as well as the ability to learn new systems and work in a collaborative team environment.

Description of Duties:

- Transfer data from hard copy to a digital database
- Compose and compile complex reports for submission to the chartering authorities, County Offices, and the State of California, including, but not limited to:
    - CALPADS Fall 1, Fall 2, and EOY certifications
    - P-1, P-2, P-Annual pre-certifications
    - Charter Ins and Outs reports
    - SARC
    - LCAP metrics
    - Cal Grant GPA uploads
- Collect data, as well as analyze, design, and prepare various reports using software related to student operations; Including, but not limited to:
    - Notice to school district letters
    - SEIS/SIS comparison reports

    - Enrollment reports
    - Truancy and attendance reports
- Review reports and site data for accuracy and reconcile inconsistencies; Including, but not limited to:
    - DASS criteria
    - Student subgroup data (e.g. IEP, Section 504, EL, homeless/foster, adult students, unaccompanied minors)
    - CCE and other errors in CALPADS
- Communicate and work closely with school personnel to resolve discrepancies and to provide information to ensure accurate and timely reports; Including but not limited to;
    - Attendance collection and validation each learning period
    - Teacher credentialing information in SIS
- Provide detailed and technical information concerning categorical data
- Create spreadsheets to track important school information
- Organize existing data in a spreadsheet
- Verify outdated data and make any necessary changes to records
- Provide responsible administrative support in such areas as compiling data, analyzing
- data, and preparing related statistical reports
- Compile and maintain various record keeping systems including maintaining records of a confidential nature; Including but not limited to:
    - Annual enrollment rollovers in SIS
    - Master course catalog oversight
    - CMS/PLS course oversight
- Operate general office equipment such as a computer, printer, copier, calculator, facsimile machine, typewriter, telephone system
- Type, complete and/or file various documents, records, and reports such as letters, memoranda, agendas, work orders, invoices, and student transcripts
- Handle confidential documents in an appropriate manner
- Maintain confidential files and records such as student information
- Interact with various persons in the performance of duties including school administrators and staff, students, parents, business persons, government officials and agencies
- Compile, sort, and organize data to be entered into the databases or electronic files; Including, but not limited to:
    - College coursework completed
    - Discipline
    - CALPADS files (e.g. SENR, STAS, etc.)
- Pay attention to details and input data correctly and accurately
- Crosscheck and verify data keyed into the databases for accuracy;
    - Including, but not limited to: student demographic data, addresses, district of residence, phone numbers, email addresses
- Maintain and update workflow record regarding work completed and work pending;
- Establish and maintain organized filing systems both electronically and hard copy

Qualifications:

- ❖ High School diploma
- ❖ Organization, extreme attention to detail, and problem-solving skills

- ❖ Ability to be trained and master multiple systems utilized by Pivot
- ❖ Strong technological skills and resourcefulness
- ❖ Strong written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping

Programs and Attendance Clerk

The role of the Attendance and Data Clerk is to perform clerical activities of a school to support teachers and administrative staff and to maintain and manage school records in an organized manner. This position requires significant organizational and technological prowess and the ability to multi-task effectively.

Description of Duties:

- Collaborate and communicate efficiently and effectively with various staff members individually and in groups as a whole
- Create, update, manage and share spreadsheets to track important school information
- Perform specialized and technical duties related to assigned functions such as compiling information from a variety of sources and preparing complex reports and communicating with other agencies or departments to provide or obtain a wide variety of information.
- Organize existing data in spreadsheets
- Types, word processes, formats, edits, revises, proofreads, and prints a variety of documents and forms; copies, disseminates, and posts documents and information as appropriate
- Provide responsible administrative support in such areas as compiling data, analyzing data, and preparing related statistical reports
- Compile and maintain various record keeping systems including maintaining records of a confidential nature
- Organize and track Section 504 plans
- Routinely run reports on student attendance
- Track student truancy and manage truancy correspondence with families- including creating attendance related phone calls, mailings/emails/notices to parents and students
- Additional program monitoring tasks via running reports through various systems, including special groupings of students, and updating corresponding spreadsheets
- Help to manage Google Calendars including scheduling for multiple calendars including Workshop, Truancy Hearing and Student Support Team Meetings
- Assist in creating Student Support Team documentation in response to the Google Calendar
- Manage Student Support Team documentation including follow-up meetings and organize in Google Drive

Qualifications:

- ❖ High School diploma
- ❖ Organization, extreme attention to detail, and problem-solving skills
- ❖ Ability to be trained and master multiple systems utilized by Pivot
- ❖ Strong technological skills and resourcefulness
- ❖ Strong written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping as well as report experience in report preparation

Credit Analyst

Under the supervision of the Enrollment Specialist, the Credit Analyst performs a variety of complex, clerical, and record keeping duties related to the enrollment, as well as the graduation or withdrawal, of students in grades K-12, including those in special programs, according to established policies and procedures. The Credit Analyst also receives, prepares, and evaluates records, updates files, and analyzes records for compliance with graduation requirements. They are also responsible for maintaining some student records in the Student Information System and creating student course schedules and other secondary student information.

Description of Duties:

- Review transcripts and/or report card of enrolling students and follows-up with past schools as needed
- Verify grade level and other enrollment data as needed using the CALPADS system
- Maintain and update trackers such as: homeless-foster list, site-specific trackers, graduation checks, etc.
- Interpret and analyze incoming transcripts and coursework of enrolling students and evaluates them against Pivot's education standards
- Perform specialized and technical student records tasks involving the establishment and maintenance of permanent student record files
- Identify issues on the Student Information System transcripts and makes corrections (ex: fix course category, request corrected report card, contact past school for update), apply r-modifiers and notes in the SIS
- Assist with transcript input during high-volume times
- Cross-check homeless-foster report with CE team tracker
- Perform graduation checks and discusses student progress with Educational Coordinators
- Utilize graduation check tracker to identify likely graduates
- Communicate with Educational Coordinators to develop graduate list prior to ordering diplomas
- Coordinate and orders diplomas and covers

- Manage students in the SIS (ex: voluntary withdrawals, truancy, etc.)
- Import report cards to SIS
- Evaluate transcripts received from other schools, convert grade and hour credits to corresponding units, and input information into Pivot Charter School student databases.
- Reconciles and corrects errors in student records, scheduling, and grade reports
- Collaborates with the Enrollment Specialist to assign students to ECs
- Apply waivers in SIS

Qualifications:

- ❖ Strong attention to detail and multi-tasking skills
- ❖ Strong technological skills
- ❖ Strong verbal and written communication skills
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate professionally with colleagues, parents, and the community
- ❖ High school diploma or equivalent
- ❖ College degree preferred

VI. HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:
(i) That each employee of the charter school furnishes the charter school with a criminal record summary as described in Section 44237.
(ii) The development of a school safety plan, and the annual review and update of the plan, pursuant to Section 47606.3. Education Code Section 47605(c)(5)(F).

In order to provide safety for all students and staff, Pivot Charter School implements full health and safety policies and procedures and risk management policies in consultation with its insurance carriers and risk management experts. These procedures shall be incorporated into Pivot Charter School's student and staff handbooks and shall be reviewed on an ongoing basis by the Executive Director and Board of Directors. Pivot Charter School shall ensure that staff are trained on the health and safety policies.

The following is a summary of the health and safety policies of Pivot Charter School:

Procedures for Background Checks

Employees and contractors of Pivot Charter School shall be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony or sex offense, except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Executive Director of Pivot Charter School shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board Chair shall monitor the fingerprinting and background clearance of the Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Background Checks for Subcontractors

Pursuant to SB 1083 (2026) and AB 2796 (2026), the Charter School shall require applicants for noncertificated positions, including subcontractors who interact with or directly support students, including through virtual services, to provide a complete history of prior educational employment. Before hiring, the Charter School shall contact prior educational employers to verify whether the applicant has been the subject of any credible complaints or discipline regarding egregious misconduct. All services contracts shall include the required provisions of Education Code Section 45125.1, including explicit termination for noncompliance.

~~Role of Staff as~~ Mandated Child Abuse and Neglect Report~~ingers~~ and Training

All employees, volunteers, contractors (whose duties require contact with or supervision of students), and governing board members of the Charter School are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by school districts. For purposes of this requirement, volunteers are defined as individuals who are over 18 years of age and interact with students outside of the immediate supervision and control of the student's parent or guardian or a Charter School employee. The Charter School shall provide ~~mandated reporter~~ training to all mandated reporters ~~employees~~ ~~annually~~ in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, shall be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations

The Charter School adheres to all laws related to legally required immunizations for all enrolled students who receive site-based instruction pursuant to Health and Safety Code Sections 120325–120375 and Title 17, California Code of Regulations Sections 6000–6075. All rising students in 7th grade must be immunized with a pertussis (whooping cough) vaccine booster.

Upon a student's admission or advancement for 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School

The Charter School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its

policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate best practices identified by the California Department of Education's model policy, as revised.

Suicide Prevention Resources

Student Identification Cards

To support student safety and wellness, student identification cards issued to students in grades 7 through 12 will include the telephone number for the 988 Suicide and Crisis Lifeline, the National Domestic Violence Hotline and the telephone number and text line for The Trevor Project's LGBTQ suicide hotline as required by Education Code section 215.5. Pivot Charter School Riverside will update student identification cards as necessary to ensure compliance with all applicable state requirements regarding crisis and suicide prevention resources.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Blood-borne Pathogens

The Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other body fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

Drug Free / Alcohol Free/ Smoke Free Environment

The Charter School maintains a drug, alcohol, and smoke free environment.

Facility Safety

Pivot Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Pivot Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Pivot Charter School shall conduct fire drills as required under Education Code Section 32001.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School adheres to

Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school. The Charter School shall provide 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 shall include, but not be limited to, all of the following:

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

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

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

any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Pivot Charter School's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

Menstrual Products

The Charter School 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. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number for a designated individual responsible for maintaining the requisite supply of menstrual products

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch 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. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Recess

Except where a field trip or other educational program is taking place, if the charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

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, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Referral Protocols for Addressing Student Behavioral Health Concerns

The Board shall adopt, at a regularly scheduled meeting, a policy on referral protocols for addressing student behavioral health concerns in grades 7 to 12, inclusive. The policy shall meet the requirements of Education Code Section 49428.2, and shall be developed in consultation with Charter School and community stakeholders and school-linked behavioral health professionals, and shall, at a minimum, address procedures relating to referrals to behavioral health professionals and support services.

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

a. child abuse or neglect reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conducive to learning
i. the rules and procedures on school discipline adopted pursuant to Education Code Section 35291, 35291.5, and 47605

j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan

l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds

n. procedures specifically designed to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement on the schoolsite

o. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facilities~~y~~ in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

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

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Transportation Services

The Charter School shall comply with the requirements of SB 88 (2023-24) inclusive of Education Code Sections 39875~~(c)~~, 39877, 39878, and 39879, ~~if~~ as applicable, relating to background checks, ~~and~~ testing, and other requirements for individuals and entities providing transportation services for students.

Extreme Weather Policy

On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

VII. STUDENT POPULATION BALANCE

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(c)(5)(G).

All students are welcome at Pivot Charter School Riverside regardless of their race or ethnicity, special education, or English Learner status. Pivot Charter School Riverside shall not discriminate on any of the bases listed in Education Code Section 220. Pivot Charter School Riverside's program is designed to reverse the pattern of low socio-economic and highly ethnically diverse populations underperforming in school. As such, Pivot Charter School has instituted a recruitment program designed to educate and inform potential students about its instructional program and to seek and recruit students who traditionally have been underserved and/or have underperformed in traditional school environments.

The recruitment program includes, but is not necessarily limited to:

- Developing promotional material, such as brochures and banners in multiple languages.
- Visiting community centers as well as park and recreation facilities when educationally-related events are held.
- Attending and participating at local neighborhood events to promote the Charter School and meet prospective students.
- Developing partnerships with local racially and ethnically, ability, and linguistically-affiliated community organizations as a source of referrals for prospective students.
- Organizing open house and school tour visits to offer opportunities for prospective students and families to learn more about the Charter School program.
- Using teachers and staff to develop a teacher referral network from other schools for prospective students.
- Working with community leaders to outreach to marginalized student and family populations

Pivot Charter School Riverside will maintain an accurate accounting of the racial and ethnic, special education, and EL student makeup of the Charter School on an ongoing basis.

We are committed to participate in community events such as Hispanic Heritage Month events in the Casa Blanca Library that celebrate with crafts, foods and activities(September), a meaningful event celebrating Hispanic heritage, attend events at the Cheech Museum in partnership with the Riverside Art Museum, where the Hispanic culture is celebrated and entrance to families is free

and open to the public, Farmers Markets in Downtown Riverside and on Tyler, and the Downtown Corona Saturday Night Market (year round), all of which provide opportunities to connect with families, particularly Hispanic and socioeconomically disadvantaged populations. We are also committed to placing Spanish-language ads at popular shopping centers as well as Spanish language commercials during peak enrollment months (April–August) to reach Hispanic families, who comprise 52.8% of the District. Ads will highlight flexible enrollment options and student support services, such as for English Learners (13.3%), students with disabilities (14%), and foster/homeless youth. We will continue to work towards having our family flyers, meetings and information translated to ensure understanding and inclusion by our bilingual families. In addition, we plan to distribute informational flyers at local libraries and community centers (September, January, and April) and partner with nonprofits serving foster and homeless youth to ensure direct outreach. We are committed to continuing our work with the Riverside County Office of Education in supporting and offering resources to our foster and homeless students. Demographic comparisons to Corona guide this plan: while English Learners and Hispanic students represent a significant majority, outreach strategies also target underserved subgroups such as African American (5.3%), Pacific Islander (0.4%), and American Indian (0.3%) families through participation in equity-centered events hosted by local cultural organizations. This layered and cyclical approach ensures repeated exposure and equitable access to information about the Charter School.

VIII. ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).

Pivot Charter School Riverside is nonsectarian in its programs, admission policies, and all other operations. The Charter School admits all students who are residents of Riverside County and adjacent counties pursuant to Education Code Section 51747.3, and shall not discriminate on the basis of any characteristic described in Education Code Section 220. The Charter School is a public K-12 school and does not charge tuition. Pivot Charter School Riverside is committed to maintaining a diverse student population, utilizing outreach efforts to recruit students who traditionally have been underserved. No student shall be required to attend the Charter School, and alternative school choices are available at other schools within the District. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Pivot Charter School Riverside shall comply with all laws establishing minimum and maximum age for public school attendance. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or the pupil's parent or legal guardian within the state, except as required by Education Code Section 51747.3. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a 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 Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English Learners, neglected or delinquent pupils, homeless pupils, or pupils who are socioeconomically 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. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School 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 the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, all students will be required to submit the Pivot Charter School Riverside enrollment packet which shall include the following:

1. Student enrollment form

2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements,
6. Release of records[1]

While no admission tests are required, tests may be administered after admission to determine the proper placement of students.

Public Random Drawing

All students who wish to attend the Charter School are admitted, unless the number of applications exceeds the number of seats available. An open enrollment period is held to determine the number of applications for admission.

If the number of applications exceeds the enrollment capacity by an enrollment deadline established by the Pivot Charter School Board, a public random drawing is held. Existing students of Pivot Charter School have an automatic right to continued enrollment in the Charter School should they wish to do so, and shall not be included in the public random drawing. Pivot Charter School Riverside grants admission preference in the public random drawing in the following order:

- Siblings of students admitted to or attending Pivot Charter School Riverside
- Children of Pivot Charter School Riverside employees
- Residents of the District

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director). Separate lotteries shall be conducted for each grade span/ program in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. There is no weighted priority assigned to the preference categories; rather, within each grade span, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the

[1] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a waitlist carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

IX. FINANCIAL AUDIT

Governing Law: The manner in which an annual, independent financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(c)(5)(I).

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of Pivot Charter School will be kept in accordance with generally accepted accounting principles and, as required by applicable law, the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The Board selects an independent auditor through a request for proposal format. The auditor will have, at a minimum, a CPA and educational institution audit experience and be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in the applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Executive Director, along with the audit committee, will review any audit exceptions or deficiencies and report to the Pivot Charter School Board of Directors with recommendations on how to resolve them. The Board will submit a report to the County describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the County along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The independent financial audit of the Charter School is a public record to be provided to the public upon request.

IX. SUSPENSION AND EXPULSION POLICY AND PROCEDURES

Governing Law: 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 are 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. Education Code Section 47605(c)(5)(~~I~~II).

Each student and the student's parent/guardian will be provided with a copy of the following discipline policies, including suspension and expulsion procedures, and will be required to verify that they have reviewed and understand the policies prior to enrollment.

Suspension and Expulsion Policy and Procedures

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at Pivot Charter School.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.*

This policy shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removal and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion. The policy may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements.

Staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will clearly describe discipline expectations, and it will be printed and distributed annually as part of the Student Handbook, which is sent to each student at the beginning of the school year. The Charter School administration shall ensure that students and their parents/guardians[2] are notified in writing upon enrollment of all discipline policies and procedures.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, 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 this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or

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

to prevent damage to school property.

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

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

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

Procedures

A. **Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance that occur at any time, including, but not limited to, any of the following:

- while on school grounds;
- while going to or coming from school;
- during the lunch period, whether on or off the school campus; or
- during, going to, or coming from a school-sponsored activity.

B. **Enumerated Offenses**

1. **Discretionary Suspension Offenses**: A student may be suspended for any of the following acts when it is determined the pupil:

   a) Caused, attempted to cause, or threatened to cause physical injury to another person.

   b) Willfully used force of violence upon the person of another, except self-defense.

   c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.

   d) Unlawfully 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, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

   e) Committed or attempted to commit robbery or extortion.

   f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

   g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

   h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a pupil's own prescription products. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

   i) Committed an obscene act or engaged in habitual profanity or vulgarity.

   j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.

   k) Knowingly received stolen school property or private property, which includes but

is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Assault or battery, as defined in Penal Code Sections 240 and 242, upon any school employee.

p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or 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 or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an

intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to pupils in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

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

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

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

2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a 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 (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) Aided or abetted, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a 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 (1)(a)-(b).

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

2. **Non-Discretionary Suspension Offenses**: Students must be suspended and recommended for expulsion when it is determined the pupil:

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

3. **Discretionary Expellable Offenses:** Students may be recommended for expulsion when it is determined the student:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Assault or battery, as defined in Penal Code Sections 240 and 242, upon any school employee.

p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current,

or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.

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

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

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation,

which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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

i. A message, text, sound, video, or image.
ii. A post on a social network Internet Web site including, but not limited to:
    (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
iii. An act of cyber sexual bullying.
    (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit

photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

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

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

1. *Conference:* Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or school employee who referred the student to the Executive Director. The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and the student shall be notified of the student's right to return to school for the purpose of a conference.

   At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(I~~J~~)(i).

   This conference shall be held within two (2) 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. The conference shall be held as soon as the parent is physically able to

return to school for the conference.

Penalties shall not 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 Parents/Guardians:* At the time of suspension, the Executive Director or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. *Suspension Time Limits/Recommendation for Expulsion:* Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

   Upon a recommendation of expulsion by the Executive Director or designee, the pupil and the pupil's parent/guardian shall be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil and the pupil's parents/guardian, unless the pupil and the pupil's parents/guardians fail to attend the conference.

   This determination will be made by the Executive Director or designee upon either of the following determinations: 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 results of an expulsion hearing.

4. *Homework Assignments During Suspension*

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

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

term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

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

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

E. Expulsion Procedures

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

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

The Administrative Panel may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Administrative Panel. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Administrative Panel may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Administrative Panel revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Administrative Panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Administrative Panel shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

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:

1. The date and place of the expulsion hearing.

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.

3. A copy of the Charter School's disciplinary rules that relate to the alleged violation.

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.

5. An explanation of the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.

6. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing.

7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing.

8. An explanation of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of the complaining witness's choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the Board or Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The Board or the Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The Board or Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Board or Administrative Panel presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Board or Administrative Panel from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.

9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the

evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

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

H. Presentation of Evidence

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

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

I. Expulsion Decision

The determination of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final. If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

J. Written Notice to Expel

The Executive Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following:

a. Notice of the specific offense committed by the student
b. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the district of residence. This notice shall include the following:

a. The student's name
b. The specific expellable offense committed by the student

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the County upon request.

L. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

M. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the county or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parent/guardian or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a pupil after the end of the student's expulsion term or to admit a previously-expelled pupil from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Executive Director and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director shall make a recommendation to the Board following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the

Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students With Disabilities

1. Notification of SELPA

   The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

   Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the charter school, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

   a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

   b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the charter school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review it and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent and the charter school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

If the parent/guardian of a child with a disability disagrees with any decision regarding placement or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, they may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

Charter school personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter

School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to charter school supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

b. The parent/guardian has requested an evaluation of the child.

c. The child's teacher, or other charter school personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other charter school supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, if the parent has refused services, or if the student has been evaluated and determined to not be eligible.

XI. EMPLOYEE RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or the federal social security. Education Code Section 47605(c)(5)(JK).

Retirement

Certificated employees who are deemed eligible under state law shall participate in the State Teachers' Retirement System ("STRS"), in which the employer and the employee each contribute the statutory amount. All other employees shall participate in the Federal Social Security program. Other retirement programs have been made available to all employees, such as an elective employee contribution to a 403(b) plan. For employees not eligible for STRS, employer matching may also be available for contributions to the 403(b) plan. The Executive Director and the Chief Business Officer shall be responsible for ensuring accurate and timely reporting to the retirement systems and ensuring that arrangements for retirement coverage are made for all employees.

Work Basis

Employee hours per week will be based upon individual employee work agreements. The standard work week for all staff is forty hours per week.

Benefits

Mandatory benefits such as workers' compensation, unemployment insurance, Medicare and social security (for non-STRS employees) as well as health, dental, vision, and related benefits are provided by Pivot Charter School as part of the total compensation package for each employee, determined as part of the individual work agreement.

XI~~I~~. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(~~L~~K).

No student shall be required to attend Pivot Charter School. Students of the District are free to attend the existing District schools with available spaces rather than Pivot Charter School. Alternatively, students may wish to seek inter- or intra-district attendance alternatives in accordance with applicable District policy. Parents/guardians will be informed that no student shall be granted an automatic right to admission in any school or program of the District on the basis of that student's enrollment or application to Pivot Charter School.

XII~~I~~. EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(c)(5)(L~~M~~).

No public school district employee shall be required to work at Pivot Charter School. Employees of the District who choose to leave the employment of the District to work at the Pivot Charter School will have no automatic rights of return to the District after employment by Pivot Charter School unless specifically granted by the District through a leave of absence or other agreement. Pivot Charter School employees shall have any right upon leaving the District to work in Pivot Charter School that the District may specify, any rights of return to employment in a school district after employment in Pivot Charter School that the District may specify, and any other rights upon leaving employment to work in Pivot Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District will not be transferred to Pivot Charter School. Employment by Pivot Charter School provides no rights of employment at any other entity, including any rights in the case of closure of Pivot Charter School.

XIIIV. DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(MN).

Internal Disputes

Pivot Charter School has established complaint procedures that address both complaints alleging discrimination or violations of law and other internal or stakeholder complaints regarding Pivot, including those required for Uniform Complaint Procedures and Title IX complaints. Pivot Charter School will not, at any time, refer complaints to the County. If the County receives any complaints or reports about Pivot Charter School, the County will promptly refer them to the Board or administrative staff of Pivot Charter School for resolution. County staff will instruct any Pivot Charter School stakeholders who attempt to lodge complaints with the County to stop their explanations of the situation and will inform them that all complaints must be directed to Pivot Charter School personnel. The County agrees not to intervene or become involved in any internal dispute unless the Board of Directors has requested the County to intervene in the dispute.

Disputes with the County

The staff and Board members of Pivot Charter School agree to attempt to resolve all disputes between the County and Pivot Charter School regarding this charter pursuant to the terms of this section. To the extent allowed by law, both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Pivot Charter School recognizes that it cannot bind the County to a dispute resolution procedure to which the County does not agree. Pivot Charter School is willing to consider changes to the process outlined below as suggested by the County.

Pivot Charter School and the County will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between Pivot Charter School and the County, Pivot Charter School staff, employees and Board members of Pivot Charter School and the County agree to first frame the issue in written format ("dispute statement") and to refer the issue to the County Superintendent and Executive Director of Pivot Charter School. In the event that the County Board believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Pivot Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the County's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Executive Director and Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Executive Director of Pivot Charter School, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement or as mutually agreed upon. The costs of the mediator shall be split equally between the County and Pivot Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and Pivot Charter School.

XIV. CLOSURE PROTOCOL

Governing Law: The procedures to be used if the charter school closes. The procedure shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(c)(5)(NO).

Closure of Pivot Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of Pivot Charter School, the Riverside County Office of Education, Pivot Charter School's SELPA, the retirement systems in which Pivot Charter School'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 person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of Pivot Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Pivot Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, Pivot Charter School will provide parents, guardians, 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 FERPA. Pivot Charter School will ask the County to store original records of Pivot Charter School students. All student records of Pivot Charter School shall be transferred to the County upon Pivot Charter School closure. If the County will not or cannot store the records, Pivot Charter School 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 practicable, Pivot Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Pivot Charter School 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 Pivot Charter School.

Pivot Charter School will complete and file any annual reports required pursuant to Education Code Section 47604.33.

On closure of Pivot Charter School, all assets of Pivot Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Pivot Charter School, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" of any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. ~~Pivot Charter School and, upon the dissolution of the non-profit public benefit corporation, Roads Education Organization, shall be distributed in accordance with the Articles of Incorporation.~~ Any assets acquired from the County or County property will be promptly returned upon Pivot Charter School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Pivot Charter School shall remain solely responsible for all liabilities arising from the operation of Pivot Charter School.

As Pivot Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of Pivot Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the budget in **Appendix F**, Pivot Charter School will utilize the reserve fund to

undertake any expenses associated with the closure procedures identified above.

XV~~I~~. MISCELLANEOUS CHARTER PROVISIONS

Budgets and Financial Reporting

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(h).

Attached, as **Appendix F, G,** and **H** please find the following documents:

- Budget, financial projection
- Budget narrative
- Cash flow for three years of operation

Pivot Charter School provides reports to the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33 as follows, and may provide additional fiscal reports as requested by the County:

- By July 1, a preliminary budget for the current fiscal year.

- By July 1, an annual update required pursuant to Education Code Section 47606.5.

- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on or before January 31~~December 15~~, a copy of Pivot Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.

- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

- By September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all the Pivot Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the County as required by law and as requested by the County including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Section~~s~~ 47604.33 ~~and 47605(m)~~, the SARC, and the LCAP.

Insurance

Pivot Charter School finances and maintains general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. The County is named as an additional insured on all policies of Pivot Charter School Riverside.

Financial Management

Strong financial controls are at the heart of successful financial management. In addition to employing a Chief Business Officer who manages business and finance operations, Pivot Charter School contracts with a business services company (EdTec Inc.) that has extensive experience in managing school finances. Their philosophy on financial controls includes four major tenets:

1. Controls work best if built-into the system, rather than applied to it after the fact;
2. Control derives from procedure, rather than intentions;
3. Separation of duties and responsibilities is critical to sound control; and
4. All control systems should have a "double-check."

With these core tenets in mind, Pivot Charter School has adopted the following policies and controls, which ensure multiple different individuals review and approve transactions before they are completed:

Payroll: All new hires must be approved by the Executive Director, including their contracts and compensation. The Director of Human Resources is responsible for submitting information for each payroll period. The business services company then processes the payroll information and makes any necessary changes before submitting to the Chief Business Officer and/or Executive Director for final written approval.

Contracts: All major contracts, or other obligations of the corporation totaling at least $30,000, must be in writing and approved by the Board.

Borrowing: All borrowing must be approved in advance by the Board.

Accounts Payable: All requests for payment must be made in writing (e.g., through invoice or Employee Reimbursement Request) with appropriate documentation. The Executive Director or Chief Business Officer must, in writing, verify complete receipt of all goods and services. Invoices, reimbursements, check requests, and other accounts payable documents are submitted by the Accounts Payable Clerk, and processed by the business services company. Payment for goods and services requires approval as follows:

- Payments under $30,000 require approval from the Executive Director, Chief

Business Officer, Board Chairman, or Board Treasurer.

- Payments of $30,000 to $39,999.99 require two approvals: Executive Director or Chief Business Officer, and Board Chairman or Board Treasurer.
- Payments of $40,000 or more require two approvals from the following list of authorized persons: Executive Director, Board Chairman, Board Treasurer.
- Checks over $30,000.00 and checks made out to an authorized signer require two signatures (drawn from the Executive Director, Board Chairman, and Board Treasurer).

Budget & Financial Statements: The back office business services contractor assists the Executive Director, Chief Business Officer, and Board of Directors in creating and monitoring the annual budget. The business services contractor also prepares monthly financial statements that show, at a minimum Year-to-Date information on: actual performance, the budget, and the variance of budget versus actuals. In addition, the statements will include a "rolling" revised forecast of end-of-year Revenues, Expenses and Net Surplus (or Deficit), informed by the actual Year-to-Date performance and updated assumptions (such as enrollment projections or funding rates.) This Forecast is intended to identify early if the Charter School is going off-track so that corrective action is possible while there is still time. The monthly financial report also contains a current monthly cash-flow forecast that clearly identifies any potential liquidity problems.

Assets: The Charter School capitalizes and depreciates all assets worth over $5,000 or more and accounts for them annually as part of the audit.

Oversight: The Executive Director and Chief Business Officer of Pivot Charter School, in partnership with the Board of Directors, oversee the work of the selected business service company, which handles aspects of various business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration.

Attendance Accounting & Principal Apportionment Reporting: Pivot Charter School uses the student information system School Pathways to track attendance and other statistics accurately and efficiently. The back office service provider assists the Charter School in setting up its attendance accounting systems, and the Executive Director and Chief Business Officer work closely with the service provider to ensure that all reporting is submitted accurately and in accordance with all applicable requirements and timelines.

Renewal or Amendment

The Board of Directors may request from RCBOE a material revision or renewal of the charter at any time prior to expiration. The RCBOE agrees to hear and render a decision regarding material revision or renewal pursuant to the initial charter petition review timelines and processes as specified in the Education Code Sections 47607 and 47605, and applicable regulations.

Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

Pivot Charter School manages administrative services through a partnership between school personnel and EdTec, a successful back office business services company that assists the Executive Director, Chief Business Officer, and Board of Directors with business and financial operations of the Charter School. EdTec helps its client schools craft comprehensive, realistic budgets – including income statements, balance sheets, and cash flow statements - that stand the test of time and are based on solid revenue projections and expense assumptions.

Over the course of the year, EdTec works with school personnel to provide detailed monthly financial reports and analysis on the year-to-date budget and recommends budget revisions when appropriate to account for unforeseen changes in circumstances. Charter School personnel and EdTec also closely monitor the Charter School's cash flow situation, and arrange for short-term cash flow financing when needed to meet financial obligations.

EdTec also keeps the books of its partner charter schools so financial information is readily accessible, accurate, and actionable by the Executive Director, Chief Business Officer and Board of Directors. EdTec assists school personnel in handling and tracking the financial transactions of the Charter School, ensuring that all funds are collected from the District, County, and state, and all bills are paid in a timely way. EdTec assists the Charter School with filing all required financial reports to the State and County. They also work closely with the Charter School's auditor to ensure a fast, hassle-free audit process.

The County may charge for the actual costs of supervisory oversight of the Pivot Charter School pursuant to 47604.32 not to exceed one percent of the revenue of Pivot Charter School (as defined in Education Code Section 47613).

Facilities

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h).

Pivot Charter School Riverside is located at 700 N. Main Street, Corona, CA 92878. Due to increasing need for space, Pivot utilizes multiple adjacent suites that add office space and classrooms for students. The resource center has Pivot's "model furniture" that we install at every

resource center, consisting of individual carrels that we allow the students to decorate and individualize. The facility has the capacity to seat our 6th through 12th grade students and on-site elementary students during any given program time.

Currently, we offer onsite program time (grades K-12). During "learning lab" program times, there are roughly thirty to forty students and no fewer than 3 teachers present at teacher work stations, supporting the students, doing small group instruction workshops and fun activities. The facility includes several breakout rooms for small group instruction and a special education room as well as a faculty room and conference room. The carrels and the low student to teacher ratio are conducive to the students completing their work efficiently. To accommodate continued growth and enhance Pivot's capacity to serve students, Pivot has identified and entered into a lease for ~~is pursuing~~ a second facility location in ~~either the same retail center on Main Street where we currently reside or~~ in the same retail center we currently reside at 718 North Main Street, Suite 104, Corona, California 92880. The facility is approximately 2,000 square feet and includes one elementary room, a conference room, three offices, a bathroom and a reception area. ~~the retail center directly across the street.~~ Attached as Appendix M[~~NUMBER~~] ~~is the Certificate of Occupancy and~~ is a copy of the lease. ~~This expansion will be formalized through a material revision, at which time the specific facility location and certificates of occupancy will be provided to the County.~~



The Charter School Resource Center is designed to meet all applicable ADA requirements and E occupancy requirements of the county.

The Charter School Resource Center complies with applicable health codes and inspection/safety requirements and are properly maintained.

The Charter School has developed a school safety plan which is kept on file for review. The Charter School has worked with an outside contractor to inspect all facilities for school safety best practices and codes. Staff are trained annually on the safety procedures outlined in the plan and conduct all required safety drills.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).

Pivot Charter School agrees to permit the County to inspect and receive copies of all records relating to the operation of the Charter School, including financial, personnel, and pupil records. Pivot Charter School Riverside shall promptly comply with all such reasonable written requests. The records of the Charter School are public records and shall comply with the California Public Records Act.

Pivot Charter School Riverside is operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a nonprofit 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. Pivot Charter School Riverside shall continue to work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure RCBOE shall not be liable for the operation of Pivot Charter School Riverside.

The corporate bylaws of Roads Education Organization shall provide for indemnification of the Board, officers, agents, and employees, and Pivot Charter School Riverside shall maintain general liability insurance, Board members and officer's insurance, and fidelity bonding to secure against financial risks. Insurance amounts are determined by recommendation of Pivot Charter School's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of Pivot Charter School Riverside.

The Board of Directors shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Notices

All notices required or permitted by this petition shall be in writing and shall be either hand delivered, sent by electronic mail, sent by facsimile, sent by US mail, postage prepaid, addresses as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Term

The term of this charter shall be for five (5) years beginning July 1, 2026 and expiring on June 30, 2031.

4912-3261-6928, v. 2

Pivot Charter School Riverside – Material Revision Budget

The attached budget projection is based on the 2026-27 Pivot Charter School Riverside budget adopted by its Governing Board in June 2026. The budget is based on historical actual costs of operating Pivot Charter School Riverside as well as future estimates of revenues and expenses.

Revenues

Enrollment Assumptions:

Grade Level	2026-27 Year 1	2027-28 Year 2	2028-29 Year 3
K-3	28	32	32
4-6	28	29	29
7-8	42	42	42
9-12	92	92	92
Total	**190**	**195**	**195**

Average daily attendance is projected at 91%.

Demographic information is estimated based on most recently finalized reporting, including an Unduplicated Pupil Percentage of 54%.

Pivot Charter School calculates general unrestricted revenues (LCFF) using the FCMAT LCFF calculator. The assumptions used in generating revenue estimates for this budget were based on the 2026 May Revise, since this budget is the official 2026-27 budget that was adopted by the Governing Board in June 2026. Pivot Charter School Riverside has not yet finalized its 2026-27 First Interim Budget Report; the original 2026-27 adopted budget is the most recent finalized budget.

Expenses

Expense assumptions include the costs of adding the proposed second facility. Expense assumptions have been increased for inflation. Inflation is assumed at 3% for each of the three years of the budget. Below is a summary of the major expense categories and the underlying assumptions.

New Facilities

Estimated costs of adding the proposed second facility are included, primarily in the areas of rent and depreciation. The budget assumes a capital outlay project totaling $325,000 depreciated over 60 months. Rent is included for the entire duration of the 2026-27 year at the Year 1 rate specified in the proposed lease ($6,000 monthly for an annual total of $72,000), plus estimated common area maintenance (CAM) fees as listed in the proposed lease ($900 monthly for an annual total of $10,800). Increases are assumed at 3% annually in the budget. The current proposed lease reflects annual rent increases of 2.5%, so the budgeted expense estimates for rent are slightly overstated.

Salaries and Benefits

Salaries and hourly pay rates are based on Pivot's pay scales. Compensation costs are projected to increase at the same rate as inflation. Pivot will offer health benefits for all full-time staff members. The average expected cost of health benefits is $12,396 per employee in 2026-27 and grows at 8% each year. The school will participate in STRS with the state recommended contribution rates for all years. All classified employees will participate in Social Security. All employees will participate in Medicare.

Books & Supplies

Pivot is budgeting books and supplies based on historical expenditures, accounting for any enrollment growth and inflation accordingly. Curriculum and computer supplies comprise the majority of expenses in this category.

Services and Operating Expenses

Pivot has budgeted services and other operating expenses based on historical performance, accounting for enrollment growth and inflation. The major expenditures in this category include facility lease, repairs and maintenance, and special education contractors.

Pivot plans to continue to lease its current facilities for the term of the charter with a 3% budgeted increase each year, in addition to adding the new facilities with expenses detailed above.

Per the current agreement with the district/county, Pivot will pay 1% of general-purpose revenues for oversight.

Pivot will continue to use a back-office service provider to support financial and operational needs of the school. Services include accounts payable, accounting, budgeting and finance, and payroll. The cost for these services is approximately $60,000 in 2026-27.

Contingencies and Reserves

In each fiscal year the school plans to maintain a positive fund balance and operating reserve. In general Pivot has taken a conservative approach to the budgeted expenses.

Cash Flow

Pivot's cash flow projections indicate the school will be able to meet its obligations and maintain operations throughout the budget period, accounting for capital outlay and depreciation estimates.

Pivot Charter School Riverside
Multi-Year Projection
2026-27 through 2028-29

DESCRIPTION		Adopted Budget 2026-27	Projected Budget 2027-28	Projected Budget 2028-29
ADA Actual/Projection (Number)		172.90	177.45	177.45
REVENUES	*Object Codes*			
LCFF/EPA Revenue Sources	8010-8099	$ 2,389,206	$ 2,485,831	$ 2,563,039
Federal	8100-8299	79,426	80,731	81,456
State	8300-8599	157,465	156,609	157,481
Local	8600-8799	274,495	278,783	278,783
Total Revenue		$ 2,900,592	$ 3,001,954	$ 3,080,759
EXPENSES				
Certificated Salaries	1000-1999	$ 1,128,124	$ 1,172,307	$ 1,207,476
Classified Salaries	2000-2999	316,727	324,182	333,907
Benefits	3000-3999	501,057	527,818	554,859
Books & Supplies	4000-4999	107,490	110,100	113,403
Services & Operating	5000-5999	719,906	742,423	763,503
Depreciation	6000-6999	46,349	68,016	68,016
	7100-7299			
Other Outgo	7400-7499	-	-	-
Other Outgo - Indirect Cost	7300-7399	-	-	-
Total Expenses		$ 2,819,653	$ 2,944,845	$ 3,041,163
OTHER SOURCES & USES				
Transfers In & Other Sources	8900-8999	$ -	$ -	$ -
Transfers Out & Other Uses	7600-7699	-	-	-
Total Expenditures & Uses		$ -	$ -	$ -
NET INCREASE (DECREASE) IN NET POSITION		$ 80,939	$ 57,109	$ 39,596
NET POSITION, RESERVES				
Beginning Balance		$ 670,117	$ 751,056	$ 808,165
Ending Balance		$ 751,056	$ 808,165	$ 847,761

PIVOT CHARTER SCHOOL RIVERSIDE

Renewal Charter School Charter Petition

Submitted to
Riverside County Board of Education
February 6, 2026
Material Revision Submitted November 16, 2026

Charter Term: July 1, 2026 through June 30, 2031

700 N. Main Street
Corona, CA 92878

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AFFIRMATIONS and DECLARATION

As the authorized lead petitioner, I, Jayna Gaskell, hereby certify that the information submitted in this petition for renewal of a California public charter school named Pivot Charter School Riverside ("Pivot Charter School," "Pivot Riverside," "Pivot," or the "Charter School"), operated by Roads Education Organization ("Roads"), a California non-profit public benefit corporation, and authorized by the Riverside County Board of Education ("RCBOE") with oversight by the Riverside County Office of Education ("RCOE) (collectively referred to herein as the "County"), is true to the best of my knowledge and belief; and further, I understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(d)(1)]

- Roads Education Organization declares that it shall be deemed the exclusive public school employer of the employees of Pivot Charter School Riverside for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(c)(6)]

- The Charter School shall be non-sectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall not charge tuition. [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2) and Education Code Section 51747.3, admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]

- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an individual who has any of the

aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA").

- The Charter School shall meet all requirements for employment 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)]

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. [Ref. Education Code Section 47605(l)(1)]

- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.

- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).

- If a 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. [Ref. Education Code Section 47605(e)(3)]

- The Charter School 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. [Ref. Education Code Section 47605(n)]

- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or requiring a parent, guardian, or student to submit the student's records before enrollment; (C) not

encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment; (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]

- The Charter School shall, on a regular basis, consult with its parents, legal guardians, and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(d)]

- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]

- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized by the Every Student Succeeds Act ("ESSA").

- The Charter School shall comply with the California Public Records Act, Government Code Section 7920.000, *et seq*. ("CPRA").

- The Charter School shall comply with the Family Educational Rights and Privacy Act 20 U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").

- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* ("Brown Act").

- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* ("PRA").

- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").

- The Charter School shall comply with Education Code Section 51744, *et seq.* related to independent study, as applicable.

- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

- The Charter School shall comply with the financial audit requirements of Education Code Section 41020, as mandated by AB 126 (2026). [Ref. Education Code Section 47605(m)]

Name: Jayna Gaskell, Lead Petitioner, Executive Director, Roads Education Organization

Signature: Jayna Gaskell

Date: 2/6/2026

BACKGROUND

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Pivot Riverside Serves At-Promise Students

Pivot Riverside is a small, independent study charter school serving K-12 students in Riverside County as well as adjacent counties in accordance with Education Code Section 51747.3. The student, parent, and a supervising credentialed teacher contract (through the independent study written agreement) and work as a team to facilitate the student's specific educational pathway.

As reflected in the 2025 California School Dashboard, Pivot Riverside had an enrollment of 170 students, of which 62.9% were socioeconomically disadvantaged ("SED"), 27.6% were students with disabilities ("SWD"), and 7.1% were English Learners ("ELs") and 7.6% were homeless youth. Pivot Riverside serves nearly double the percentage of students with disabilities, as well as those who are identified as foster students, compared to local schools, Riverside County, and the state

2024-2025	Enrollment	Socioeconomically Disadvantaged	Students with Disabilities	English Learners	Homeless Youth	Foster Youth
Pivot Charter School Riverside	**170**	**62.90%**	**27.60%**	**7.10%**	**7.60%**	**1.20%**
Corona-Norco Unified	**49,487**	**71.30%**	**14.00%**	**13.30%**	**0.90%**	**0.50%**
Riverside County	**419,992**	**74.30%**	**15.00%**	**15.90%**	**3.30%**	**0.70%**
California	**5,806,221**	**63.60%**	**14.20%**	**17.40%**	**4.00%**	**0.50%**

CDE DataQuest (2024-25)

Demographic Trends

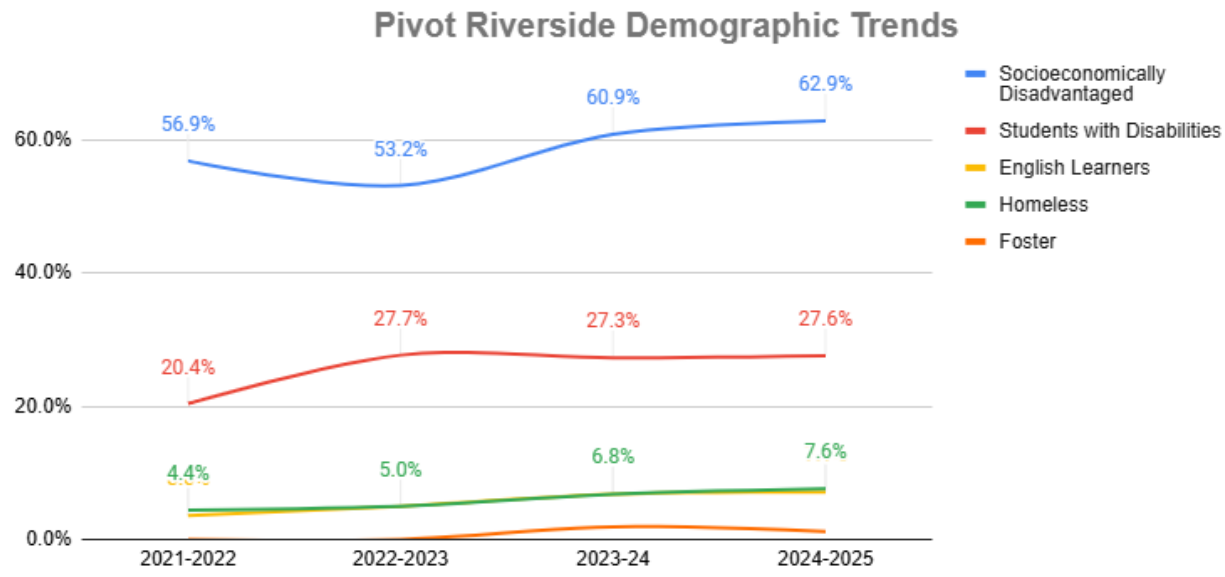
When looking at the demographics of total enrollment over the past four years, the percentage of students identified as SED has averaged around 60%. Notably, Pivot Riverside has also served about 27% SWD over the past three years. Pivot Riverside is also serving an increased percentage of students who are English Learners which percentage has also reached an all-time high.

Pivot Riverside Historical Student Demographics:

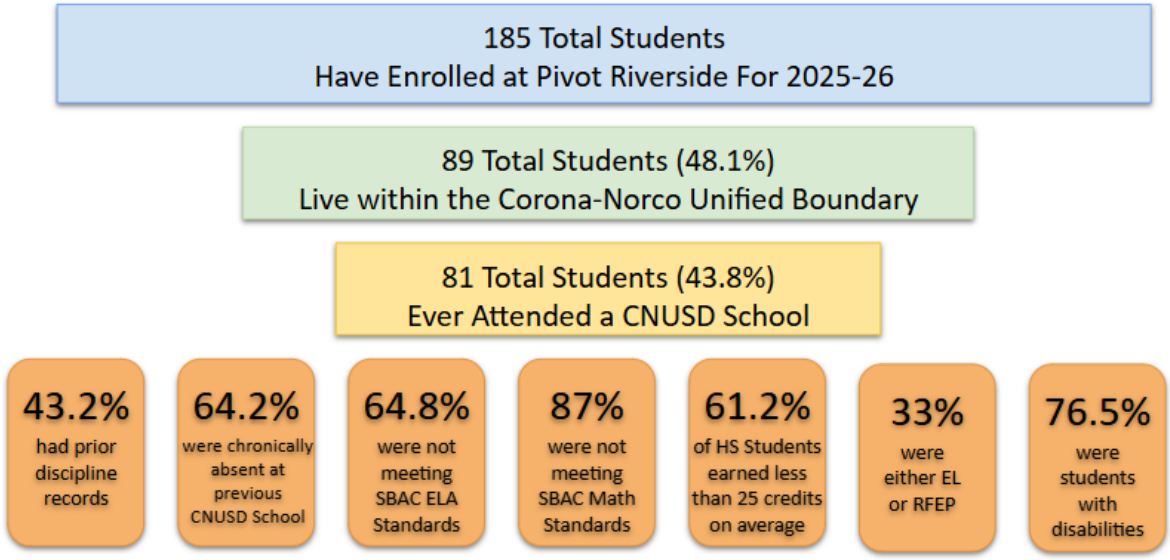
School Year	2021-2022	2022-2023	2023-24	2024-2025

Socioeconomically Disadvantaged	56.9%	53.2%	60.9%	62.90%
Students with Disabilities	20.4%	27.7%	27.3%	27.60%
English Learners	3.6%	5.0%	6.8%	7.10%
Homeless	4.4%	5.0%	6.8%	7.60%
Foster	0.0%	0.0%	1.90%	1.20%

CDE DataQuest



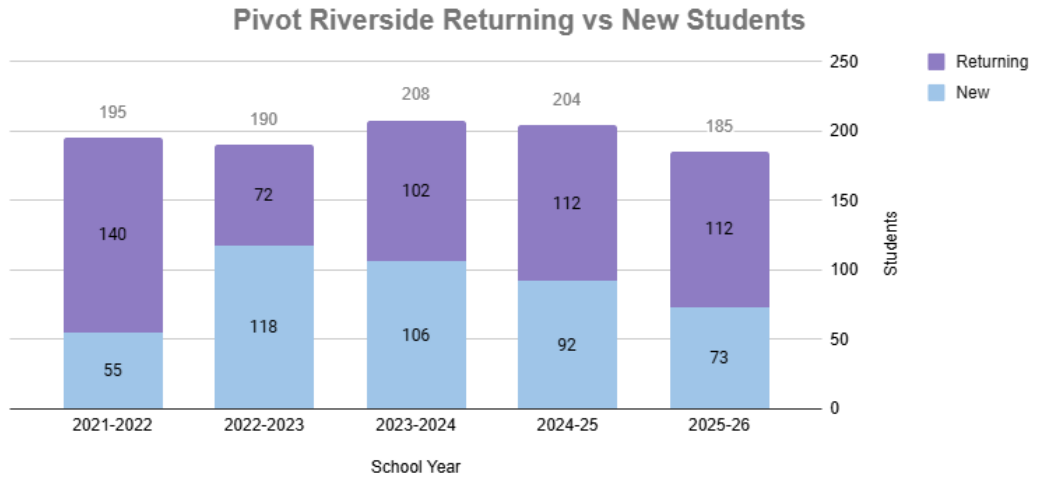
While Pivot's student population for the 2024-25 academic year was 170, the total number of students enrolled during the span of that academic year numbered 207. Detailed information describing the total enrollees for the current 2025-2026 school year follows.



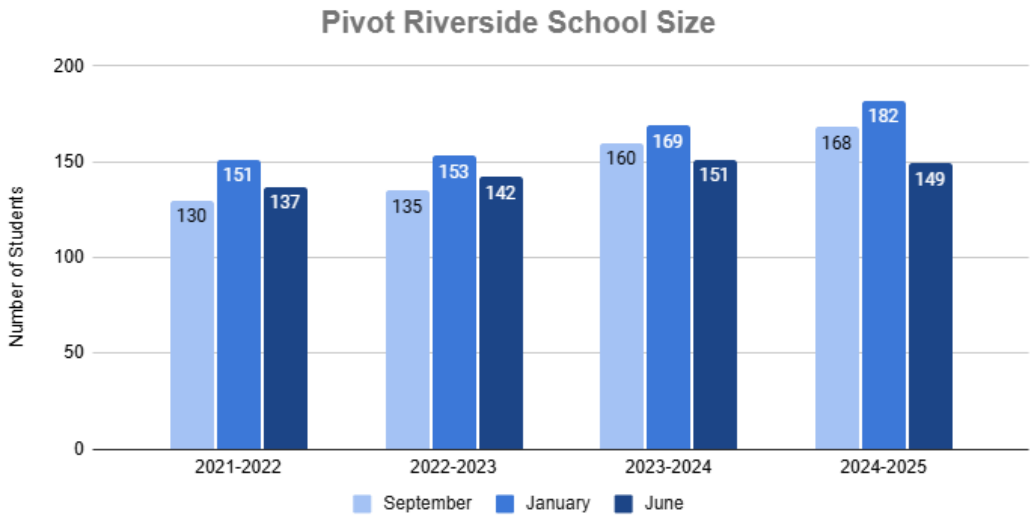
Of the 81 students who had ever attended a Corona-Norco Unified School District ("CNUSD") school prior to attending Pivot Riverside, 43.2% had prior discipline records (i.e., were suspended or expelled); 64.2% were chronically absent at their previous school (i.e., absent for more than 10% of school days during the school year); 64.8% were not meeting their ELA Smarter Balanced Assessment Consortium ("SBAC") standards (i.e., received a score of 2 of lower on their most recent test); 87% were not meeting their math SBAC standards (i.e., received a score of 2 or lower on their most recent test); 61.2% of the high school students earned less than 25 credits on average in high school prior to attending Pivot Riverside; 33% were either EL or Reclassified as Fluent English Proficient ("RFEP"); and 76.5% were students with disabilities (i.e., had an IEP when they enrolled at Pivot Riverside). This breakdown highlights the unique needs of the students who have and will choose to enroll at Pivot Charter School when leaving their previous school.

Continuous Enrollment

Pivot Riverside serves students who need an alternative to larger traditional schools. Because of the circumstances under which students enroll at Pivot Riverside, many students do not remain enrolled for long periods of time. Accounting for enrollment fluctuations, Pivot has served a total of 185 students in the 2025-26 school year so far, with 39.46% of students (73) only enrolled for one year. Each school year, almost half of the students enrolled throughout the year are students new to Pivot Riverside. Often, students and their families utilize Pivot Riverside as a transitional opportunity while navigating tough situations, finding another placement or program for their student. The re-enrollment rate at Pivot Riverside is increasing gradually.

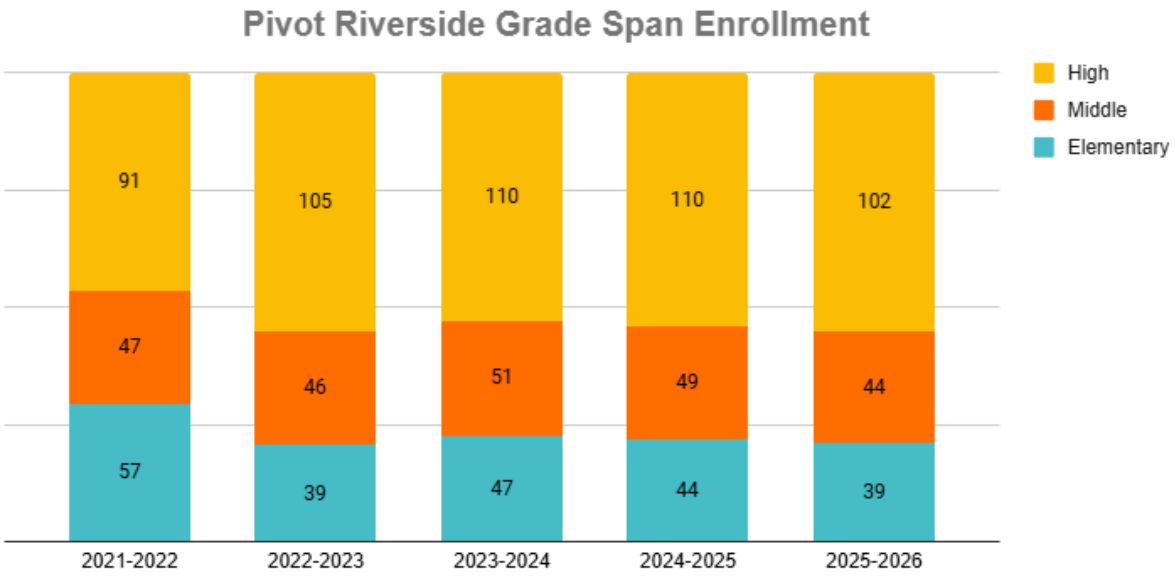


Students enroll at Pivot Riverside throughout the school year, with many enrolling mid-year as they search for a better educational fit, or as their school needs change. Pivot Riverside has remained small in order to maintain its unique program that focuses on individual support for struggling students.



Grade Level Enrollment

Pivot Riverside serves students at all grade levels from K-12. Its elementary and middle school programs have stayed approximately the same size over the years while its high school enrollment has decreased. However, high school remains the largest program at Pivot Riverside by far.



School Year	2021-22	2022-23	2023-24	2024-25	2025-26
Elementary	57 (29.23%)	39 (20.00%)	47 (24.10%)	44 (21.67%)	39 (21.08%)
Middle	47 (24.74%)	46 (24.21%)	51 (26.84%)	49 (25.79%)	44 (23.78%)
High	91 (43.75%)	105 (50.48%)	110 (52.88%)	110 (57.89%)	102 (55.14%)

Students who enroll at Pivot Riverside reside in Riverside County and adjacent counties. Of the 187 students who enrolled throughout the 2025-26 school year, 48.1% (89) lived within the Corona-Norco Unified School District boundary. Fewer than that, 43.8% (81), had ever attended a CNUSD school prior to enrolling at Pivot Riverside.

Pivot Riverside		
2025-26 School Year		
Prior School District	**Number of Students**	**Percentage of Students**
Alvord Unified	28	15.14%
Capistrano Unified	4	2.16%
Corona-Norco Unified	89	48.11%
Fontana Unified	5	2.70%
Jurupa Unified	11	5.95%
Lake Elsinore Unified	6	3.24%
Moreno Valley Unified	7	3.78%

Orange Unified	2	1.08%
Perris Union High	4	2.16%
Riverside Unified	19	10.27%
Temecula Valley Unified	2	1.08%

English Learner Population

Pivot Riverside has seen an increase in students identified as English Learners. The Charter School has increased the number of Spanish-speaking staff, increased the amount of Spanish-language parent/guardian support sessions and created a stipended independent study teacher role to support our EL students with targeted interventions. Pivot Riverside has also been improving the EL curriculum that students access and created four (4) new EL workshops for varying levels of English Learners.

School Year	2021-22	2022-23	2023-24	2024-25
EL	5	7	11	12
RFEP	12	10	8	13
Total	17	17	19	25
Total %	12.4%	12.1%	11.8%	14.7%

CDE DataQuest

Ethnic and Gender Student Population Data

Pivot Riverside has maintained a steady ratio of Hispanic to non-Hispanic students throughout the past five years, as well as a steady ratio of female to male students.

School Year	2021-22	2022-23	2023-24	2024-25	2025-26
Hispanic	51.4%	48.7%	46.3%	39.10%	37.60%
Not Hispanic	48.6%	51.3%	53.7%	60.90%	62.40%

School Year	2021-22	2022-23	2023-24	2024-25	2025-26
Female	46.40%	51.00%	47.90%	53.10%	48.90%
Male	52.50%	49.00%	51.70%	46.90%	51.10%
Nonbinary	1.10%	0.00%	0.50%	0.00%	0.00%

Pivot Riverside continues to serve a diverse population of students, as seen by the ethnic/national origin breakdown below.

School Year	2021-22	2022-23	2023-24	2024-25	2025-26

Asian Indian	2.00%	0.50%	0.90%	1.40%	1.10%
Asian	0.50%	0.50%			
Asian Indian	1.50%	1.60%			
Black or African American	12.60%	7.80%	6.60%	8.20%	11.80%
Cherokee			0.50%		
Cuban		0.50%	0.50%	0.50%	0.50%
Declined to State	3.00%	2.60%	1.90%	1.00%	1.10%
Filipino	0.50%	0.50%	1.90%	1.90%	4.30%
Guamanian	0.50%	3.10%	2.40%	2.40%	2.70%
Hispanic or Latino	15.60%	17.70%	20.40%	11.10%	7.50%
Laotian				1.90%	0.50%
Mexican American	18.10%	16.70%	17.10%	9.70%	7.50%
Middle Eastern	1.50%	1.60%	2.40%	1.40%	0.50%
Other Asian	1.50%	1.00%	0.50%	1.00%	2.70%
Other Pacific Islander	1.00%	0.50%		0.50%	1.60%
Salvadoran			0.50%		
Samoan			0.50%		
Unspecified	1.00%				
White	40.70%	45.30%	44.10%	58.90%	58.10%

Academic Criteria for Renewal

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the Charter School on the state and local indicators reported on the California School Dashboard ("Dashboard"), and, in some circumstances, the performance of the Charter School on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance based on Dashboard data and metrics as compared to state average for all students and for subgroups. The California Department of Education evaluates all charter schools and places them in renewal tracks annually and makes that report available to the public. In accordance with law and the CDE's performance category designations, Pivot merited the middle-performing category. We present evidence and data below to demonstrate that Pivot has met the renewal criteria for a five-year renewal.

Education Code Section 47607.2(b) states:

(1) For all charter schools for which [top and bottom tier] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the Charter School on the state indicators included on the [Dashboard] and the performance of the Charter School on the local indicators included in the [Dashboard].

(2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

(3) In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:

   A. The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.

   B. Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

(4) Subparagraphs (A) and (B) of paragraph (3) shall be demonstrated by verified data…

Education Code Section 47607(c)(3) defines measurements of academic performance as statewide assessments on the California Assessment of Student Performance and Progress ("CAASPP") system, or any successor system, the English Language Proficiency Assessments for California ("ELPAC"), or any successor system, and the college and career readiness indicator. Education Code Section 47607.2(c)(1) specifies that verified data is data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced. Pivot Riverside utilizes i-Ready as verified data, which will be discussed in more detail below.

Student Performance



Pivot Riverside's dedication to serving its students can be seen through various student performance indicators, as measured by the Dashboard, verified data from i-Ready, and survey input from students and families.

The following chart reflects the Charter School's 2025 Dashboard performance indicators and distance from standard ("DFS"), as compared to the state.

Indicator	Pivot	RCOE	State
Chronic Absenteeism	25.9%	42.9%	17.1%
Suspension Rate	0.5%	0.2%	2.9%
English Language Arts ("ELA")	-48.1	-140.7	-8.1
Math	-137.1	-81.1	-42.4

The Charter School is in the same category as the state for Suspension Rate and in a higher category than the County for Chronic Absenteeism. The Charter School is in the same category as the County for ELA.

On the 2025 Dashboard, in the area of Academic Engagement, Riverside's graduation rate improved by 25% to a 75% graduation rate. This meaningful growth is the result of focused efforts to build individualized graduation plans for students at Pivot Riverside. Pivot Riverside also saw a decrease in chronic absenteeism of 8.2% on the 2025 Dashboard, as a result of targeted attendance improvement interventions for K-8 students.

In the area of Academic Performance, Pivot Riverside saw some areas of improvement and other areas in need of improvement, as measured by the 2025 Dashboard. Pivot Riverside saw an increase of 26.9% of students graduating who are college and career prepared. This is due to some major changes in Pivot's approach to College and Career Preparedness, which raised this indicator from 0% to 26.9% in just one year. An increase in student participation in college courses, rigorous A-G coursework, and student performance on the CAASPP have contributed to the increase.

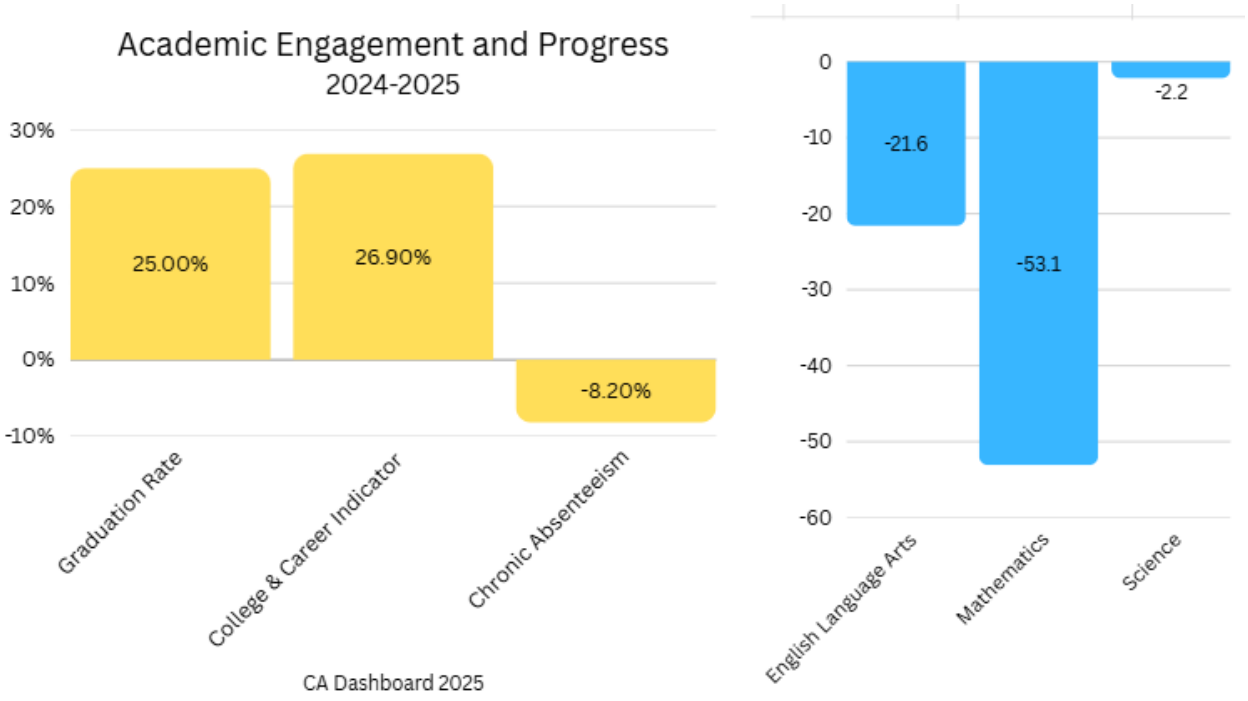
In the areas of English Language Arts, Mathematics, and Science, Pivot Riverside saw declines. Pivot, which the Charter School is working to address, including a comprehensive curriculum review. Pivot Riverside did not have enough students for data in the area of English Learner Progress on the 2025 Dashboard. Pivot administration has analyzed and reflected on these outcomes with school leadership, general education teachers, and special education teachers. We believe the declines have two main causes.

First, due to its online, independent study structure, Pivot Riverside had historically struggled with ensuring that all students completed state testing. Since the remote testing option became available, the school has been able to meet the 95% testing threshold for three years in a row. Pivot Riverside must now shift its messaging to families from beyond just completing the test and to ensuring that students have what they need to do their best. This school year, Pivot Riverside plans to develop resources for teachers to have conversations with families about the importance of state testing and to work to test as many students as possible at the school site, as opposed to virtually.

Secondly, Pivot Charter Schools have used Apex Learning as their primary curriculum for over a decade. Apex Learning was acquired by Edmentum Courseware in 2021. Since then, Apex courses have no longer been meaningfully updated. Pivot believes that the curriculum is therefore no longer meeting the needs of its students. For this reason, the Pivot curriculum underwent a broad curriculum review in the 2024-2025 school year. This year, 2025-2026, Pivot is piloting two new curriculum options. Pivot plans to make a full switch to a new curriculum in the 2027-2028 school year. Pivot believes that by improving our online curriculum, the primary instructional tool in this setting, student outcomes, as measured by standardized testing, will also improve.

In the area of School Climate, Pivot Riverside continues to sustain a "low" suspension rate, as measured by the Dashboard. Student and parent surveys also continue to demonstrate a strong

school community and satisfaction with Pivot's programs. Pivot Riverside also utilized verified data and alternative data to measure its progress and success, which are explored in this section below.



Graduation and College and Career

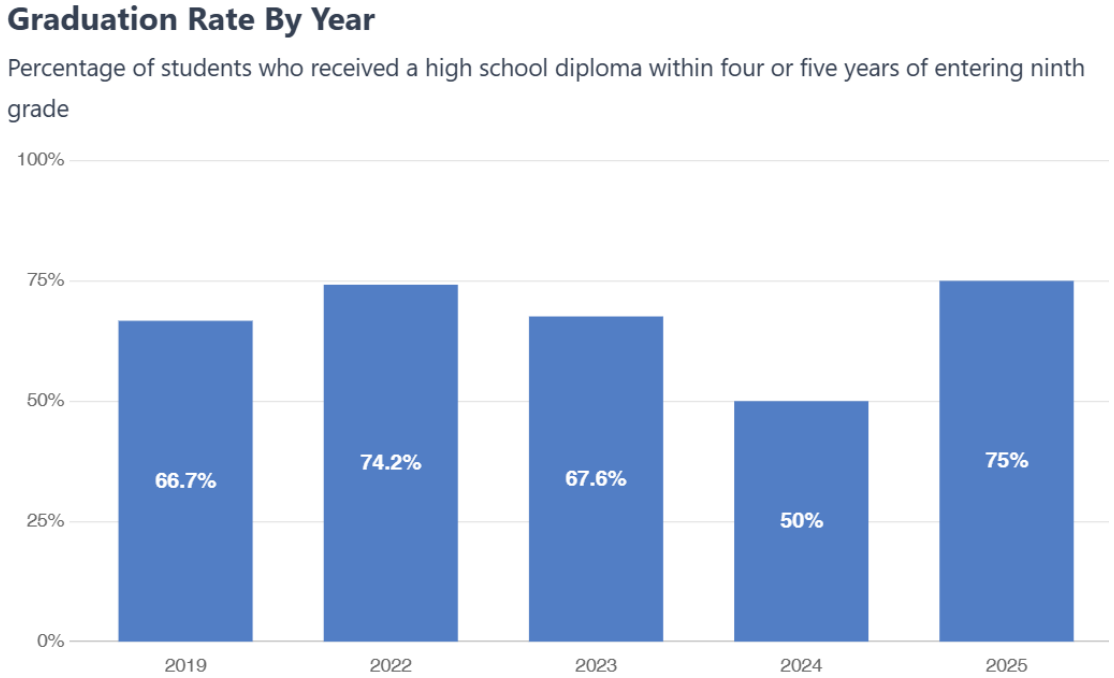
Pivot Riverside saw a large improvement in both graduation rate and college and career preparedness in the 2024-25 school year. In the past school year, Pivot has developed a system for individual graduation plans for each 12th grade student and a tracking system for college and career preparedness opportunities. The individual graduation plans ensure that each student has a clear path to graduation that is presented to them at the beginning of their senior year. This plan often includes required courses that may have been failed or missed during the previous school years. Pivot's online curriculum allows it to offer any course a student needs to make it to graduation, even if they have become credit deficient throughout their high school career.

College and Career Preparedness gains were seen in various categories, including SBAC scores, A-G completion, and college course enrollment. Through improvements to curriculum, strengthening of instructional practices, ensuring equitable access, Pivot Riverside is seeing an increasing number of students meet A-G requirements upon graduation. In addition to this improvement, Pivot's Academic Counselor has worked to increase student participation in college courses in high school, through partnerships with various California Community Colleges and one-on-one college and career counseling meetings with students.

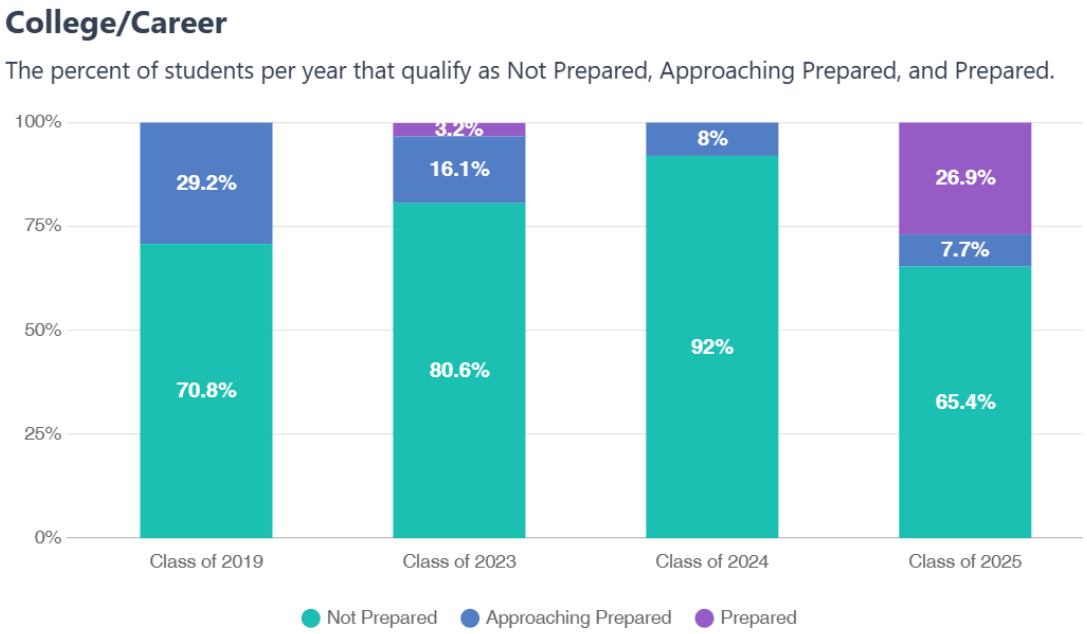
Pivot Riverside's improvements highlight its commitment to enhancing student outcomes in career preparation and graduation success.

The following schools were chosen to compare our growth in graduation rate based on these schools being of similar size and/or of similar size.

School	Career Readiness	Change	Graduation Rate	Change
Alvord Unified	50.7%	+7.1%	94%	+1.8%
Come Back Kids (CBK) Charter School	4.6%	-0.8%	59.1%	-17.3%
Corona-Norco Unified	59%	+6.1%	95.9%	-0.4%
Excelsior Charter School Corona-Norco	21.9%	-6.7%	90.6%	-0.8%
Jurupa Unified	63.8%	+8.7%	92.4%	-0.8%
Murrieta Valley Unified	64%	+3.2%	97.8%	0%
Pivot Riverside	**26.9%**	+26.9	**75%**	+25%
Riverside Unified	52.6%	+3.4%	95.6%	+1.1%
Scale Leadership Academy - East	35.6	- 4.9%	93.8%	+7.4%
River Springs Charter School	67.1	+17.1	92.3%	+4.4%



The above graph from the 2025 school year demonstrates that Pivot Riverside had its highest graduation rate since it began to be measured.



Although Pivot's College/Career indicator did not receive a color for the past three years, the above chart from the Dashboard shows that Pivot Riverside is gaining momentum in building a college and career preparedness structure for its students. Pivot's College/Career indicator had a sizable increase on the 2025 Dashboard of 26.9%.

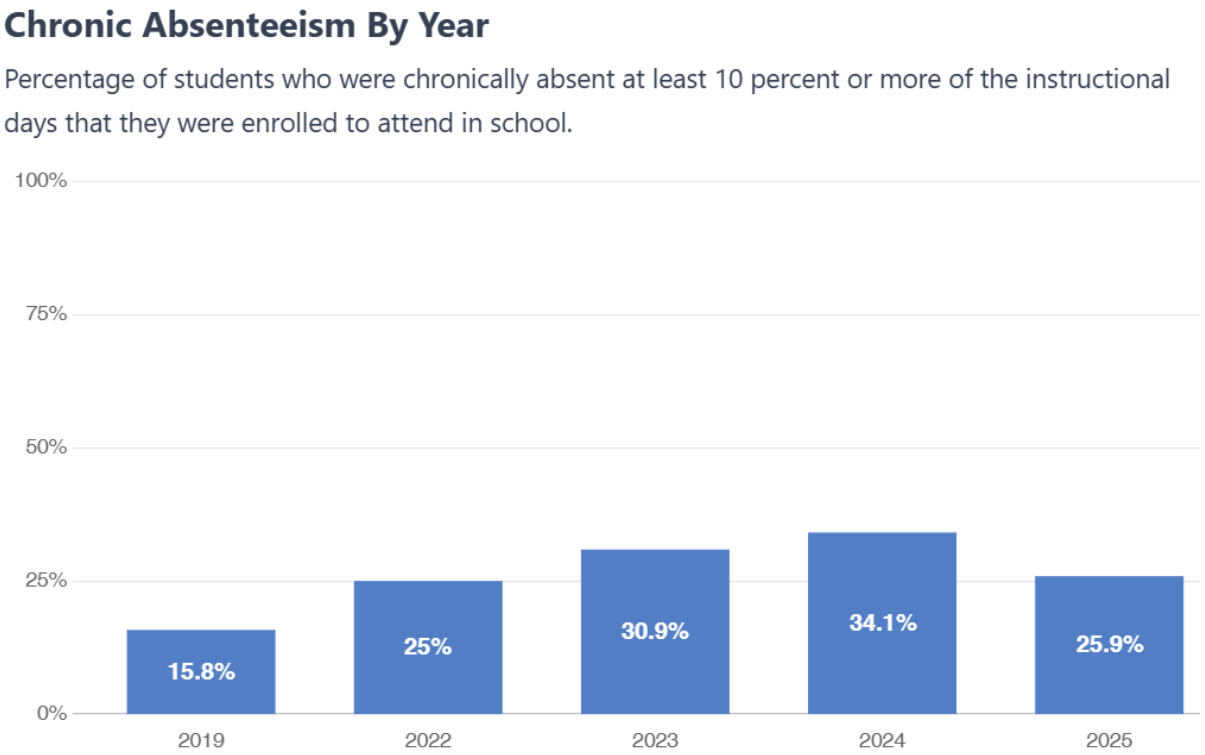
CCI	2023	2024	2025
Pivot	3.2% "Very Low"	0%	26.9%
County	2.9% "Very Low"	12.8%	3.8%
State	43.9% "Medium"	45.3%	51.7%

Furthermore, as indicated by the table above, although Pivot's College/Career indicator was lower than the County's on the 2024 Dashboard, Pivot experienced an increase in 2025, while the County experienced a decline.

Chronic Absenteeism

	2023	2024	2025
Pivot	30.9%	34.1%	25.9%
County	41.2%	38.7%	42.9%
State	24.3%	18.6%	17.1%

Pivot created a system for tracking attendance rates for all K-8 students enrolled. On a weekly basis, Pivot Riverside teachers, administrators, counselors, and special education teachers use this data to discuss how to support. This practice resulted in a decline of the rate of students who were chronically absent during the school year.



This chart from the Dashboard shows that Pivot Riverside is beginning to return to pre-pandemic levels of chronic absenteeism. Pivot Riverside expects attendance to continue to improve, with a goal to reach similar pre-pandemic levels in the coming school years.

Suspension Rate

	2023	2024	2025
Pivot	0%	0%	0.5%
County	0.3%	1.2%	0.2%
State	3.5%	3.2%	2.9%

While the Suspension Rate for Pivot rose slightly from 2024 to 2025, Pivot has consistently maintained a low Suspension Rate over the past three years. Pivot's Suspension Rate has been lower than the state's for the past three years.

Local Indicators

The following chart reflects the Charter School's 2025 Dashboard Local Indicators.

Indicator	
Basics: Teachers, Instructional Materials, Facilities	"Standard Met"
Implementation of Academic Standards	"Standard Met"
Parent and Family Engagement	"Standard Met"
Local Climate Survey	"Standard Met"
Access to a Broad Course of Study	"Standard Met"

English Language Arts Performance Level and DFS

Demographic	2023	2024	2025
Pivot	-13.6	-26.5	-48.1
Socioeconomically Disadvantaged ("SED")	No performance color	-10.5	-61.3
County	-154.1	-163.3	-140.7
State	-13.6	-13.2	-8.1

Although Pivot's DFS for ELA has increased over the past three years, Pivot was in the same performance category as the state for 2023 and 2024. Furthermore, Pivot's DFS for ELA has been significantly less than the County's over the past three years.

Mathematics

Demographic	2023	2024	2025
Pivot	-76.6	-84.0	-137.1
Socioeconomically Disadvantaged	No performance color	-61.0	-153.6
County	-191.1 No performance color	-229.3	-207
State	-49.1	-47.6	-42.4

Although Pivot's DFS for Math has increased over the past three years, Pivot has outperformed the County for the past three years. In addition to implementing improved structures for the administration of state testing and the comprehensive curriculum review outlined above, Pivot is taking additional steps to address the declines in math scores. In the 2024-2025 school year, Pivot began to require that all high school students complete three years, or 30 credits, of mathematics during high school.Pivot believes that this requirement will support its 11th graders in better meeting math standards. In addition, Pivot had worked to enrich its math courses for all students by adding many custom activities into its online curriculum. These additions include additional math skills practice on IXL Learning and i-Ready Learning. IXL allows students to

practice the grade-level skill they are learning until they demonstrate mastery. i-Ready Learning gives students the opportunity to practice skills they may have missed from previous grade-levels. Pivot's hope is that adding these additional opportunities for practice will support students' math knowledge and abilities.

CAASPP Performance

Pivot Riverside was purposefully established to serve students who are slipping through the cracks in a traditional program, students who have not met with success in a traditional school for many reasons, and students who need more support to perform to their abilities. By the nature of the mission of the Charter School, Pivot thereby enrolls students with very low academic self-confidence, low test scores, low motivation, or a need for a small environment, and helps turn them around; "pivot" their attitudes toward school, their future and learning. Oftentimes that means we are turning them around so they can go back to a traditional school environment and succeed, or they focus on graduating from Pivot Riverside and become more than prepared to succeed in post graduate studies or life. Few students are at Pivot Riverside for years on end. This makes test score analysis very challenging as the student population is so different from one year to the next; the cohort of students testing each year is minimal. Approximately one half of each school year's enrollment is made up of new students. With a large influx of new students each year, it is difficult to compare SBAC scores from year to year.

Additionally, Pivot Riverside is predominantly a high school with only one third of the student population in grades K-8 who are eligible to take the assessments. In the 2024-25 school year, of the 170 students enrolled on census day, 83 students were required to take the SBAC assessments in grades K-8 and 11 at Pivot Charter School Riverside; that amounts to approximately 48% of the overall population.

Pivot Riverside uses SBAC scores and other data to drive programmatic changes such as adding face-to-face math and English workshops, as well as online workshops for virtual students. Pivot Riverside has also implemented the i-Ready program to allow it to assess students throughout the year. i-Ready demonstrates how students might perform on the SBAC tests. i-Ready remediation curriculum is developed for each individual student.

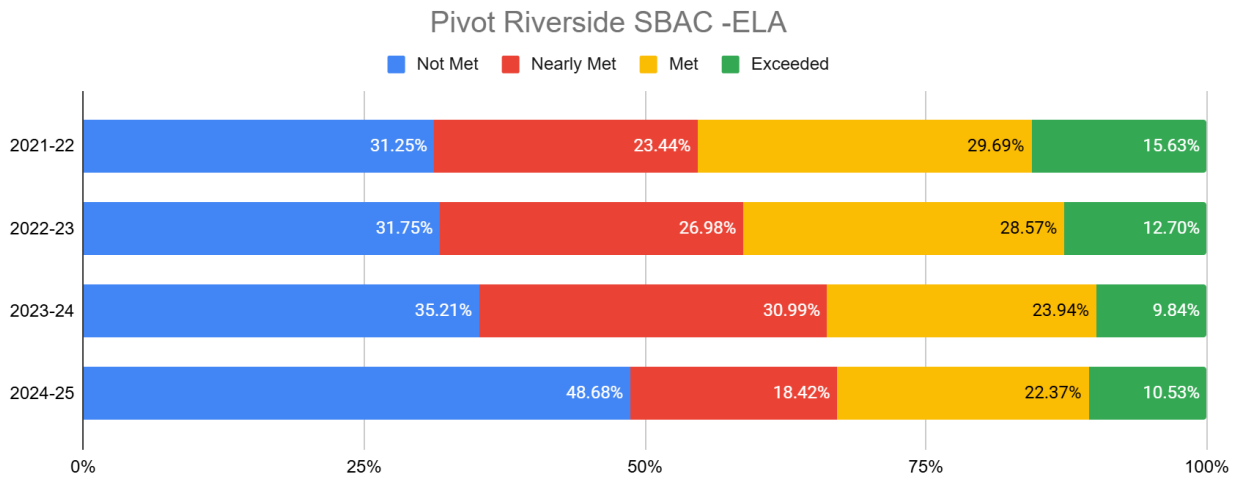
We have found that many of the disenfranchised students who are attracted to Pivot Riverside as an alternative are coming to Pivot Riverside with below average test scores. Therefore, our goal has been to help them improve, learn, and demonstrate growth in their knowledge base.

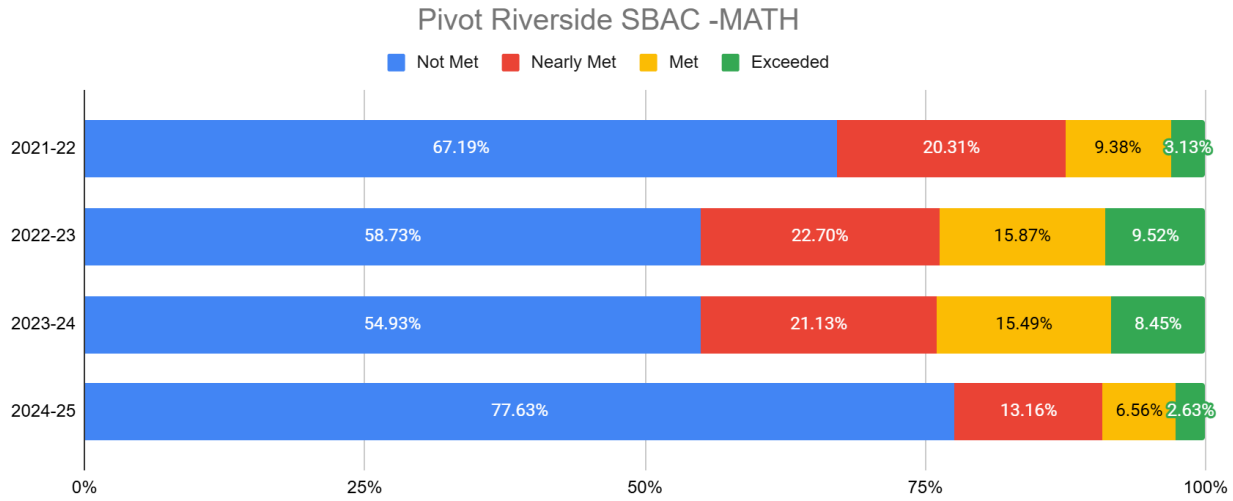
Using CAASPP scores for Pivot Riverside as our measure of achievement, we look at the difference between the prior year and 2023-24 school year for both English language arts and math. We compare our achievement data Corona, as well as our own overall growth.

SBAC Scores

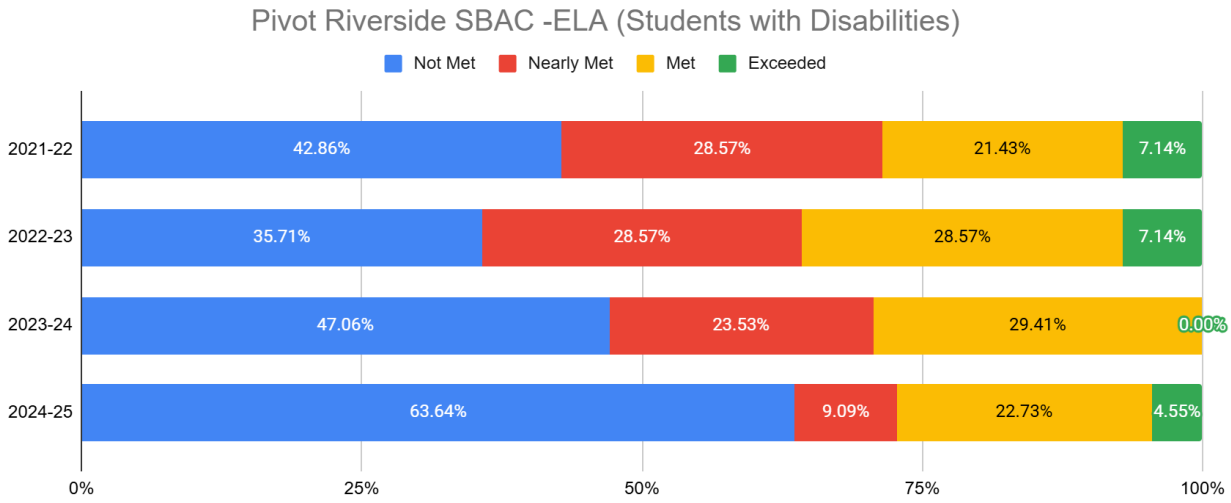
Pivot Riverside, a small charter school with 167 students enrolled during the 2024 Spring testing window (April 15, 2024 - June 7, 2024), had 87 students in grades 3-8 and 11 participate in the SBAC state standardized tests for ELA and math. With a predominantly high school (70% of total enrollment) student population, and with significant student turnover (over 50% annually), it is challenging to pinpoint programmatic changes that might influence year-over-year SBAC scores. Of the 87 students participating in the SBAC in 2024-25, 32 were in their first year at Pivot (36%). Pivot continues to work to improve results on state testing and support students who are struggling to meet standards in ELA and Math. With only half of our students being the same students from one year to the next, it is difficult to measure schoolwide growth in SBAC. Additionally, the majority of our students are high school students, so the number of students testing is very small because high school students are only tested in 11th grade.

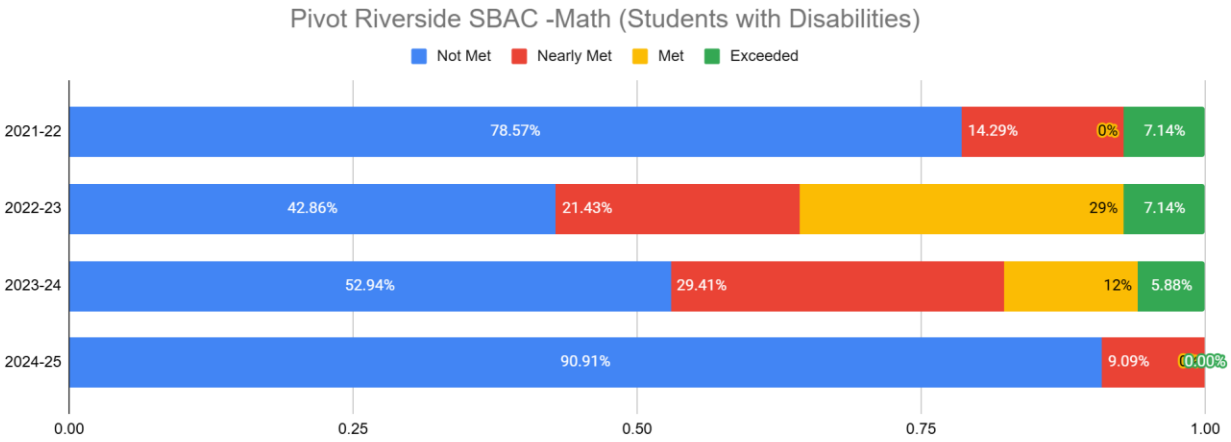






Between the 2021-22 and 2024-25 school years, Pivot Riverside's overall SBAC scores for ELA and Math indicate the need for continued reflection on student learning at Pivot in these areas. In ELA, the percentage of students meeting or exceeding standards remained fairly consistent in 2023-24 (33.78%) and 2024-25 (32.9%), but remained lower than in 2022-23 (41.27%). In Math, there was an increase in students at or above standard in 2024-25 (32.9%), when compared to the previous two school years (23.9% in 2023-24 and 25.39% in 2022-23). However, Pivot Riverside also saw the number of students not meeting standard increase (77.86%), when compared to the prior two years (54.93% in 2023-24 and 58.73% in 2022-23). These results will drive planning for future school years to improve student outcomes in these areas.



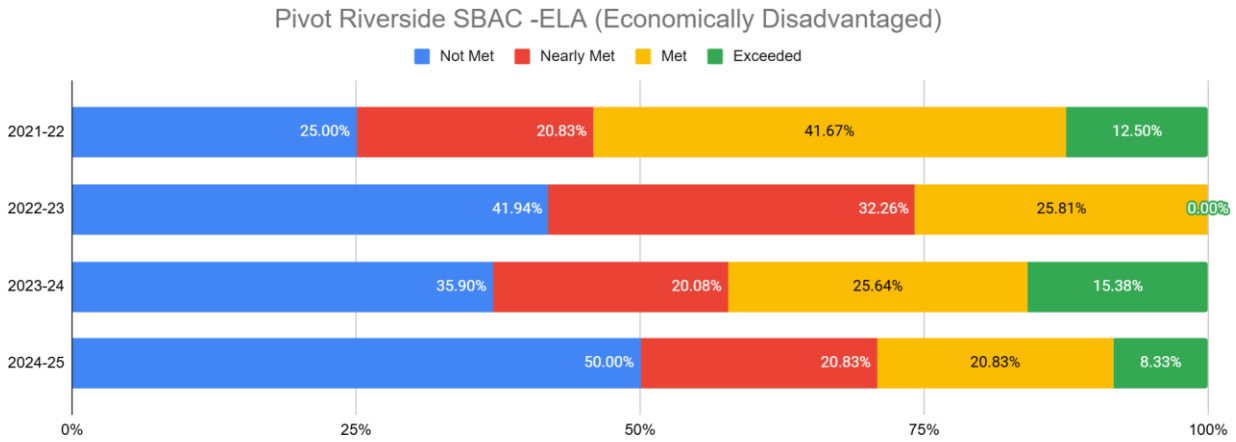


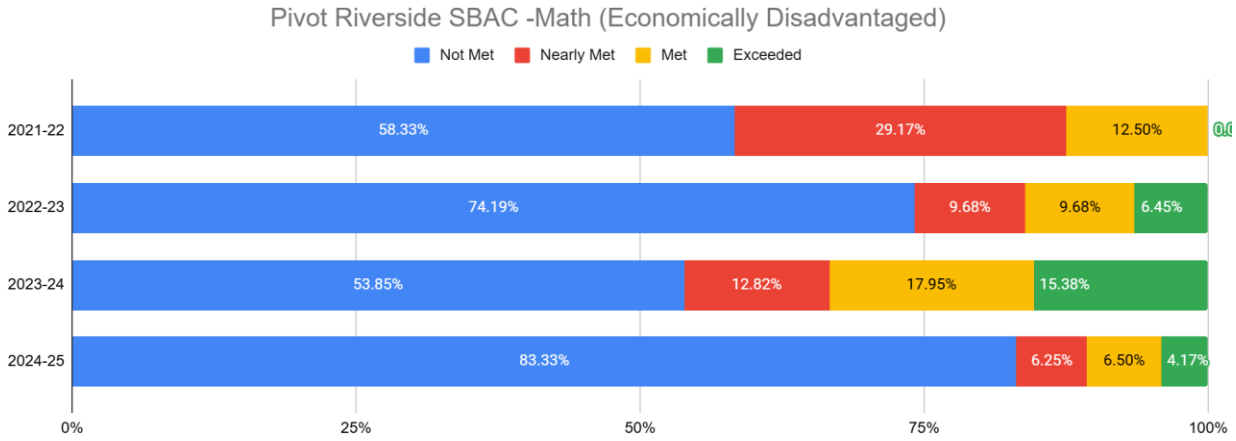
SWD at Pivot Riverside face a challenge in meeting state standards in both ELA and Mathematics. In the 2024-25 school year, 22 SWD participated in state testing in 2024-25, with 6 students (28%) being in their first year at Pivot.

While a similar percentage of students remained at or above standard in ELA between 2022-23 (29.41%) and 2024-25 (27.28%) , the number of students not meeting the standard has increased each of the past three school years. This trend is concerning in Mathematics, where the percentage of SWD meeting or exceeding standard declined from 35% in 2022-23 to 0% in 2024-25.

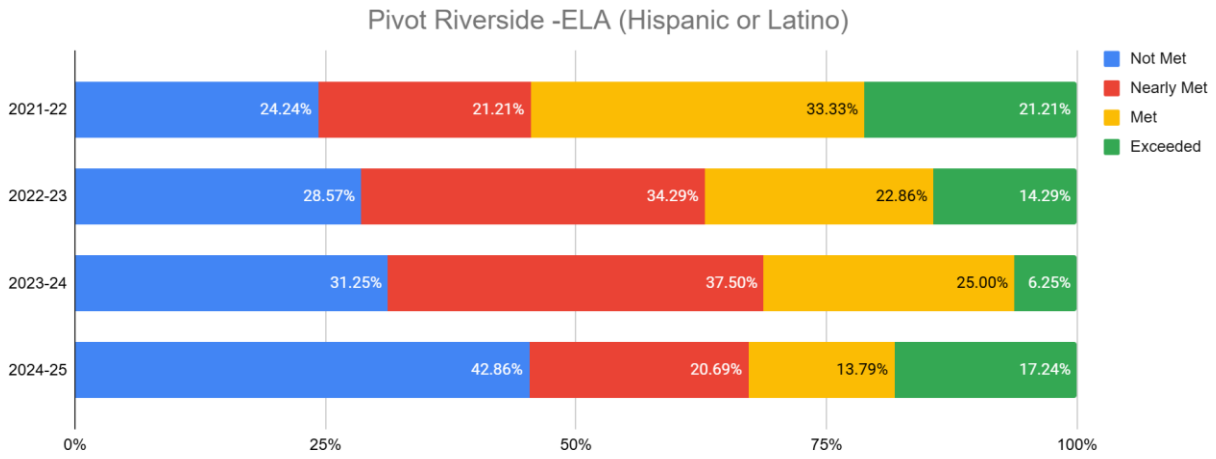
Pivot has attempted to improve learning through the creation of foundational skill-building (remediation) courses. These courses have been utilized at a higher percentage for SWD over the past two school years. These results, however, indicate those courses are not yet having the intended impact and may inadvertently be limiting students' exposure to necessary grade-level rigor. Pivot is therefore examining these courses, as well as recent research into remediation and

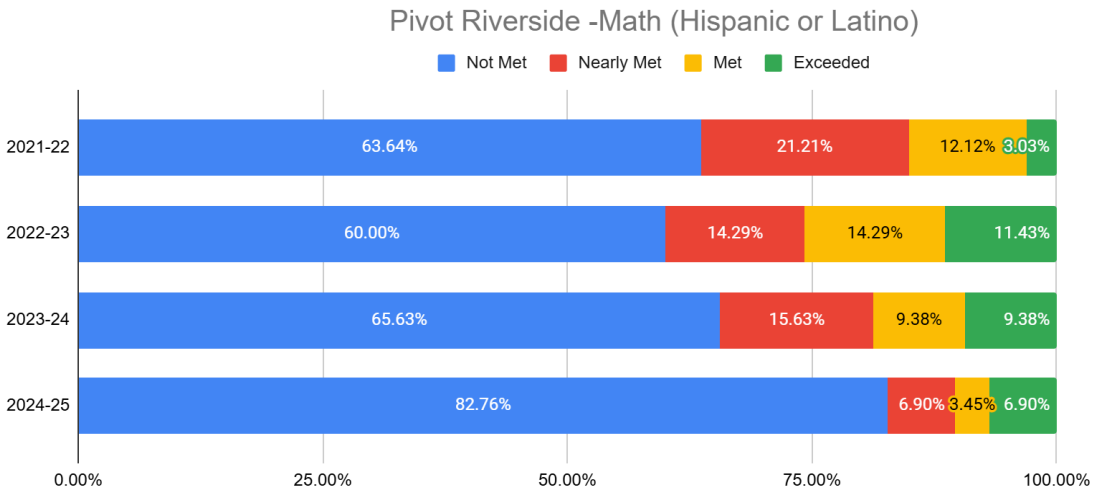
acceleration strategies. In the 2025-26 school year, Pivot is moving more towards placing students in more advanced mathematics and English Language Arts courses, with supports embedded directly into the curriculum and reserving foundational (remediation) courses for students demonstrating the highest levels of needs. Pivot's hope is that this will lead to more gains in these areas for students with disabilities, in particular.



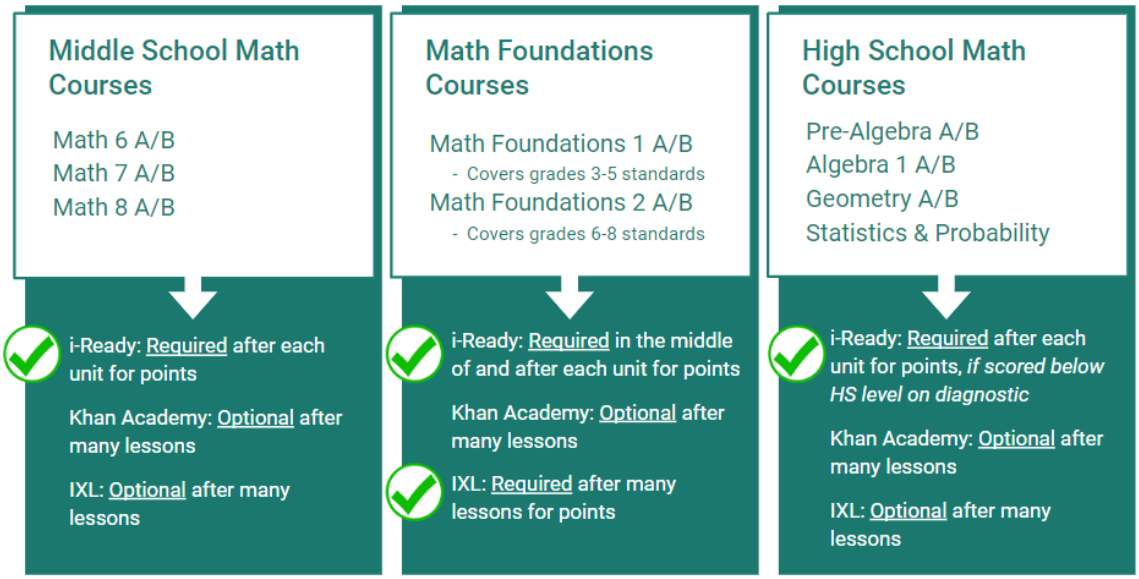


Pivot has also seen an increase in SED students who are not meeting standards. In the 2024-25 school year 49 SED students participated in SBAC testing. The gains seen in the 2023-24 school year have regressed and last year's results more closely resemble 2022-23, but with increases in students not meeting standards in both ELA and Math. As a part of its Local Control and Accountability Plan ("LCAP"), Pivot has created a specialized role for teachers, also known as Educational Coordinators ("ECs"), to serve a caseload of specifically SED students. Our hope is that by placing these students with a greater need with the most experienced and skills ECs, we will begin to see more academic improvements and success.





Pivot also saw an increase in Hispanic or Latino students not meeting standards in ELA and math. In the 2024-25 school year, 29 Hispanic students participated in SBAC testing at Pivot Riverside. Pivot is undergoing a curriculum pilot program in the 2025-26 school year to explore possible changes to its course. One major priority of this review is to find a more culturally-relevant curriculum. By improving the instructional practices within our courses, we hope to see an improvement in SBAC results for Hispanic students in the coming years.



Pivot Riverside also finds it important to address its struggling students in its identified subgroups. For example, as was presented in both the SBAC data (above) and in the i-Ready data (below), Pivot Riverside works to ensure that its students with disabilities are performing at the same level or higher as their peers. Their academic achievement is tracked throughout the year and Student Support Team ("SST") meetings are held with families to identify the best ways to support these students. Pivot is committed to continuing to develop solutions to support students in meeting state standards.



Verified Data

The law also gives middle-performing charter schools the opportunity to provide data showing measurable increases in academic achievement, via verified data:

> In addition to state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:
>
> (A) The school achieved measurable increases in academic achievement, as defined by at least one year's progress for each year in school.
>
> (B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates, equal to similar peers.

Verified data is defined in statute as "data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced" (Education Code Section 47607.2(c)(1)). In November 2020, the California State Board of Education ("SBE") approved the criteria to define "verified data" and provided a list of valid and reliable assessments and measures of postsecondary outcomes that meet the requirement of Education Code Section 47607.2. That list was updated in May 2023. From the SBE-approved list of reliable assessments, Pivot Riverside uses i-Ready.

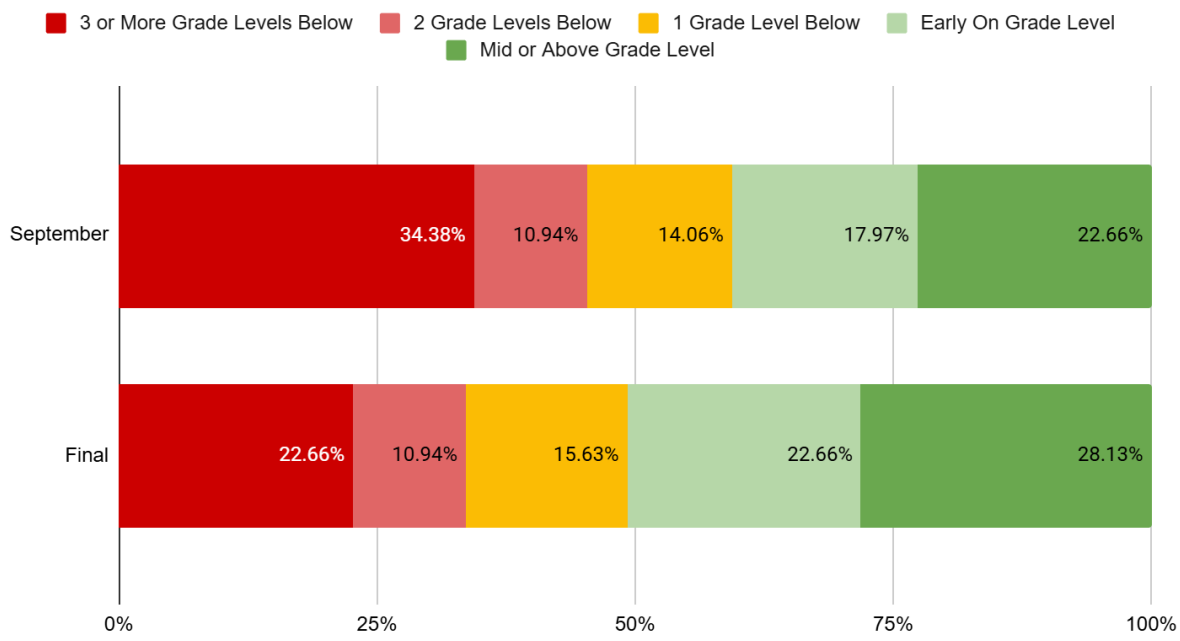
i-Ready

Pivot Riverside utilizes i-Ready as an internal diagnostic tool. Students take both the reading and math diagnostic tests up to three (3) times per year, depending on when they enroll. Pivot tracks this data closely, using it to identify students in need of additional support through the Charter School's robust Multi-tiered System of Supports ("MTSS").

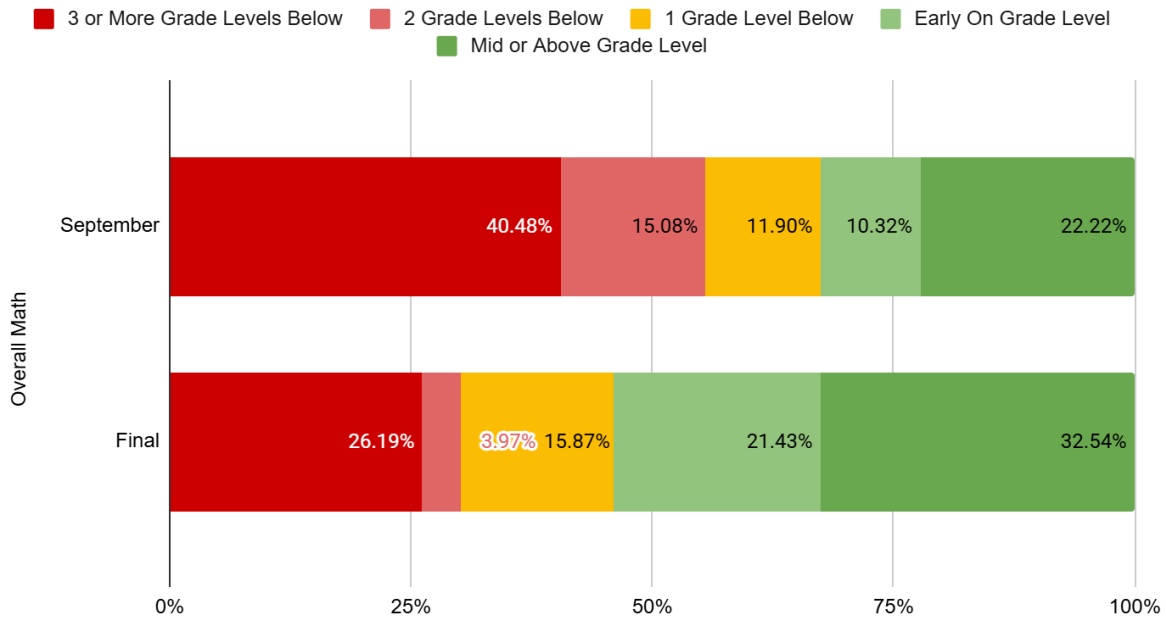
Pivot Riverside serves students in grades K-12 and only about half of students (grades 3-8 and 11) take the SBAC; thus, i-Ready data is crucial for monitoring all student achievement and growth.

For the 2024-25 school year, Pivot Riverside saw the percentage of students on grade level and above grade level increase throughout the year. To analyze growth, the charts below show the results for students who took both the initial diagnostic in September and the final diagnostic in May. For these students, in reading, 40.63% of students were identified as at or above grade level in the fall. This grew to 50.78% of students in the spring. In math, 32.54% of students were identified as on or above grade level in the fall. This grew to 53.97% of students in the spring.

2024-25 i-Ready Reading Growth

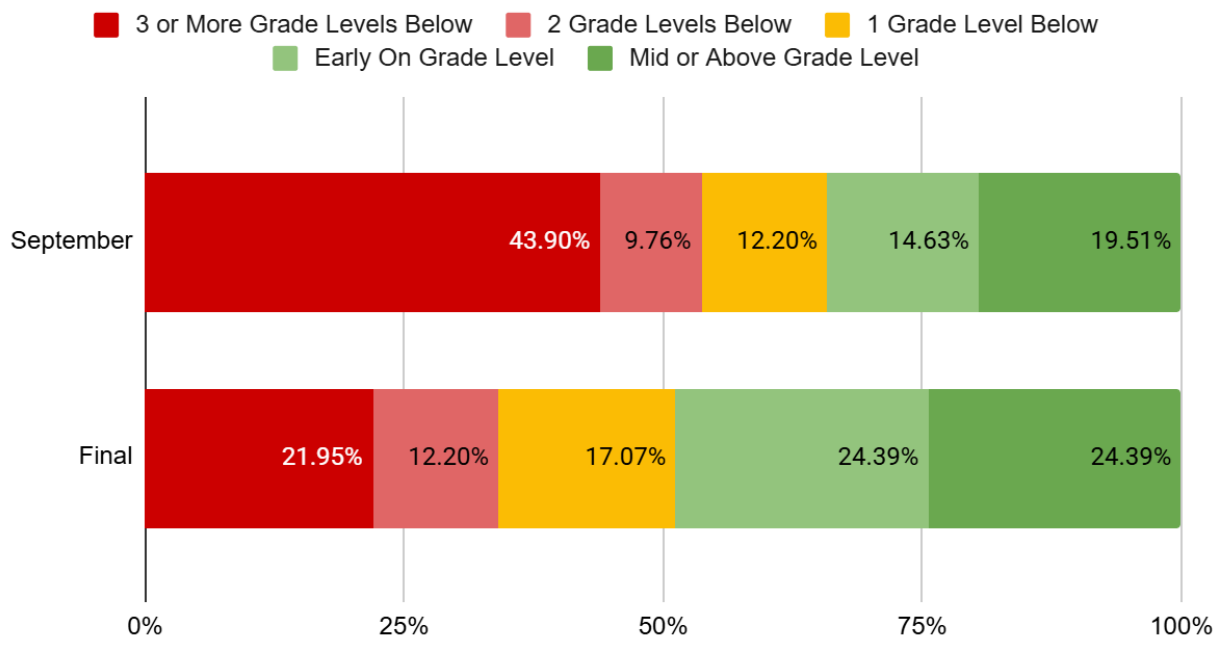


2024-25 i-Ready Math Growth

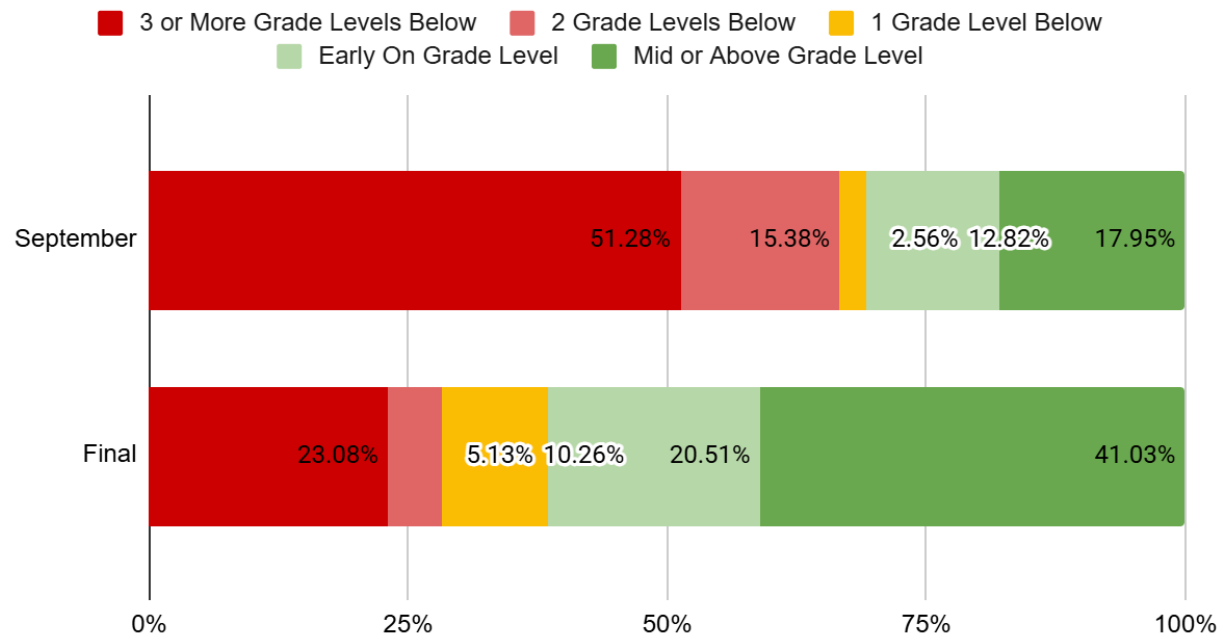


Students identified as Hispanic or Latino saw significant growth in both reading and math on the i-Ready diagnostic tests. As can be seen below, 34.15% of Hispanic or Latino students were at or above grade level in reading in the fall. This increased to 48.78% of students in the spring. Large improvements were made in math. In the fall, only 30.77% of Hispanic or Latino students were at or above grade level. This increased to 61.54% of students by spring.

2024-25 i-Ready Reading Growth (Hispanic or Latino)

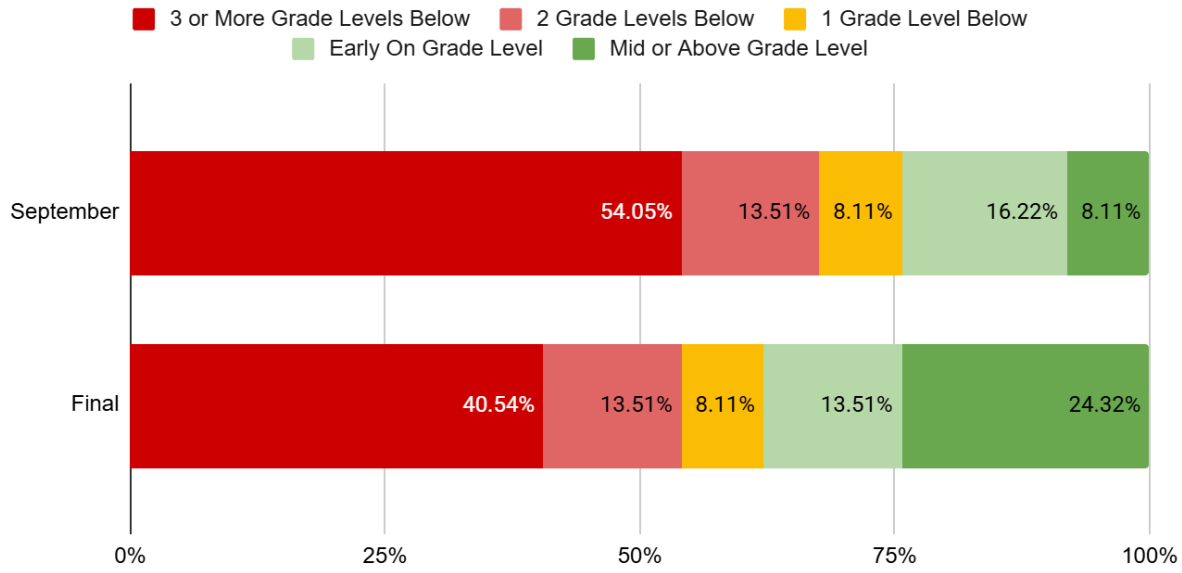


2024-2025 i-Ready Math Growth (Hispanic or Latino)

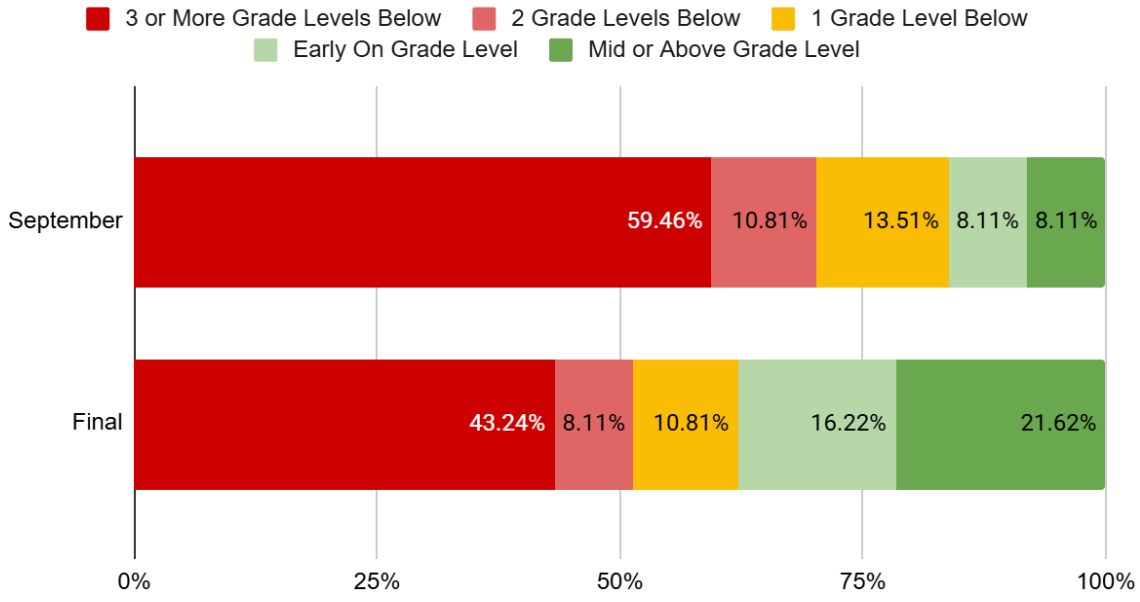


Students with disabilities saw similar growth on both the reading and math i-Ready diagnostic assessments. As can be seen below, 24% of students with disabilities were at or above grade level in reading in the fall. This increased to 38% of students in the spring. For math, 16% of students with disabilities were at or above grade level in the fall. This increased to 38% of students in the spring.

2024-25 i-Ready Reading Growth (Students with Disabilities)

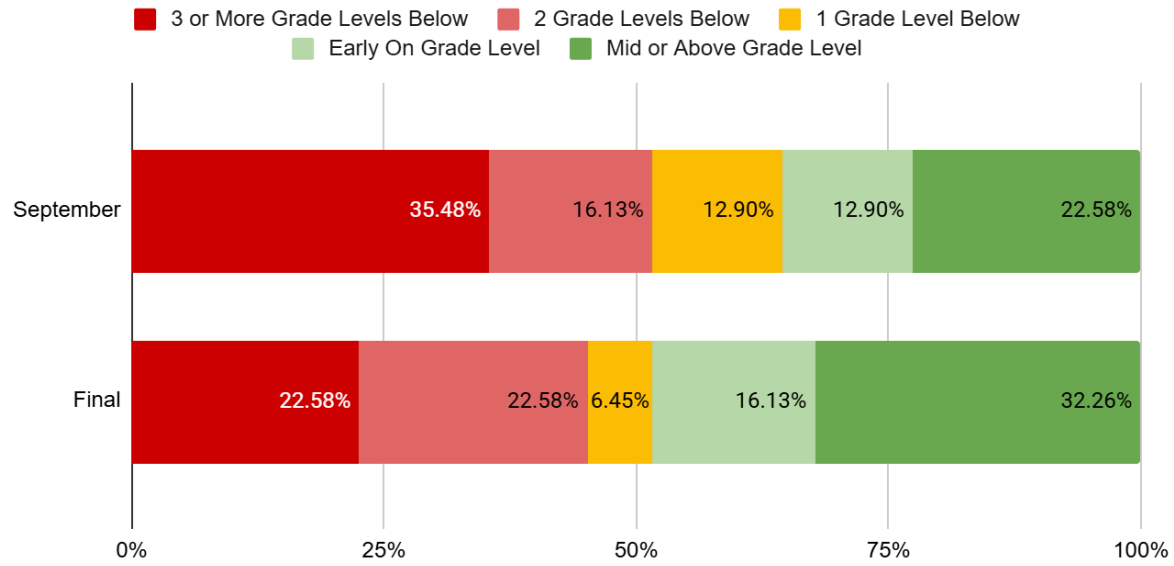


2024-25 i-Ready Math Growth (Students with Disabilities)

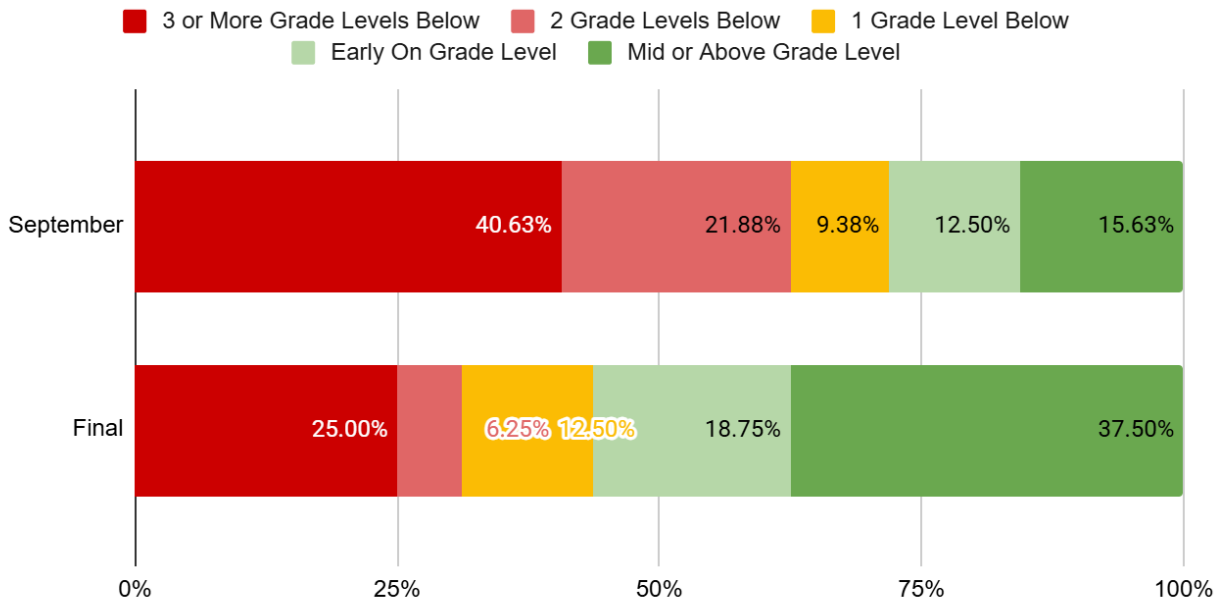


Socioeconomically disadvantaged students saw similar increases in reading achievement and significant increases in math achievement. As can be seen below, 36% of socioeconomically disadvantaged students were at or above grade level in reading in the fall. This increased to 49% of students in the spring. Similarly for math, 28% of socioeconomically disadvantaged students were at or above grade level in the fall. This increased to 56% of students in the spring.

2024-25 i-Ready Reading Growth (Socioeconomically Disadvantaged)

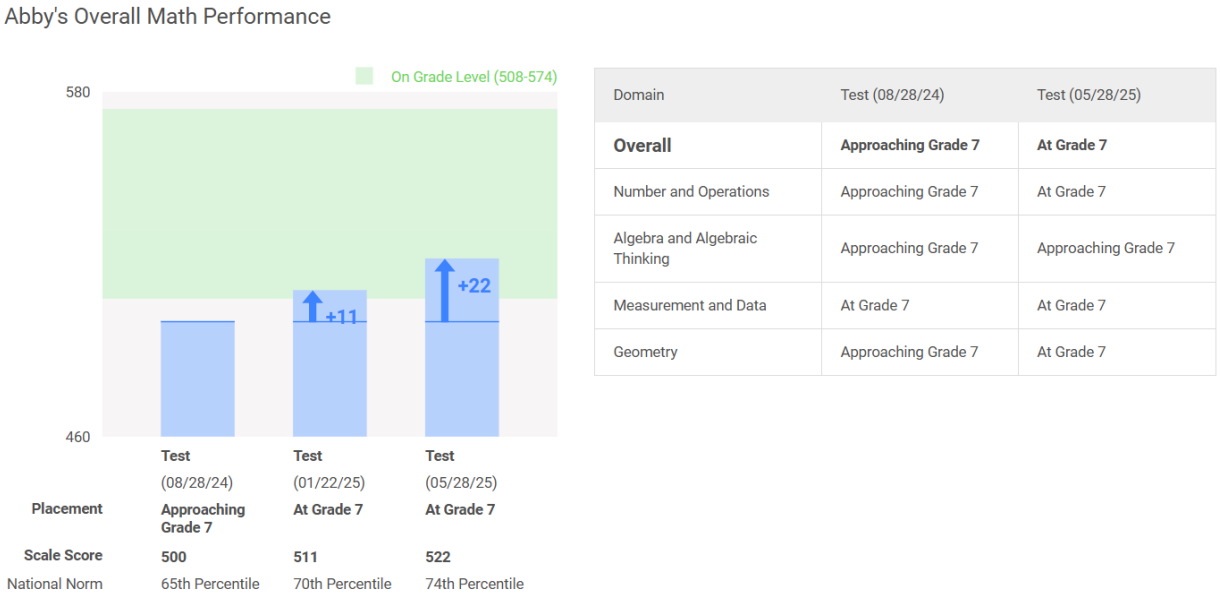


2024-25 i-Ready Math Growth (Socioeconomically Disadvantaged)



Pivot Riverside utilizes data to drive programmatic decisions and track student achievement. With the ability to track student growth throughout the year with i-Ready, Pivot Riverside is able to work closely with families and students to place them in appropriate courses and programs to increase their academic success.

Excerpt from Family Information Sheet to Track Their Student's Growth With i-Ready



Domain	Test (08/28/24)	Test (05/28/25)
Overall	**Approaching Grade 7**	**At Grade 7**
Number and Operations	Approaching Grade 7	At Grade 7
Algebra and Algebraic Thinking	Approaching Grade 7	Approaching Grade 7
Measurement and Data	At Grade 7	At Grade 7
Geometry	Approaching Grade 7	At Grade 7

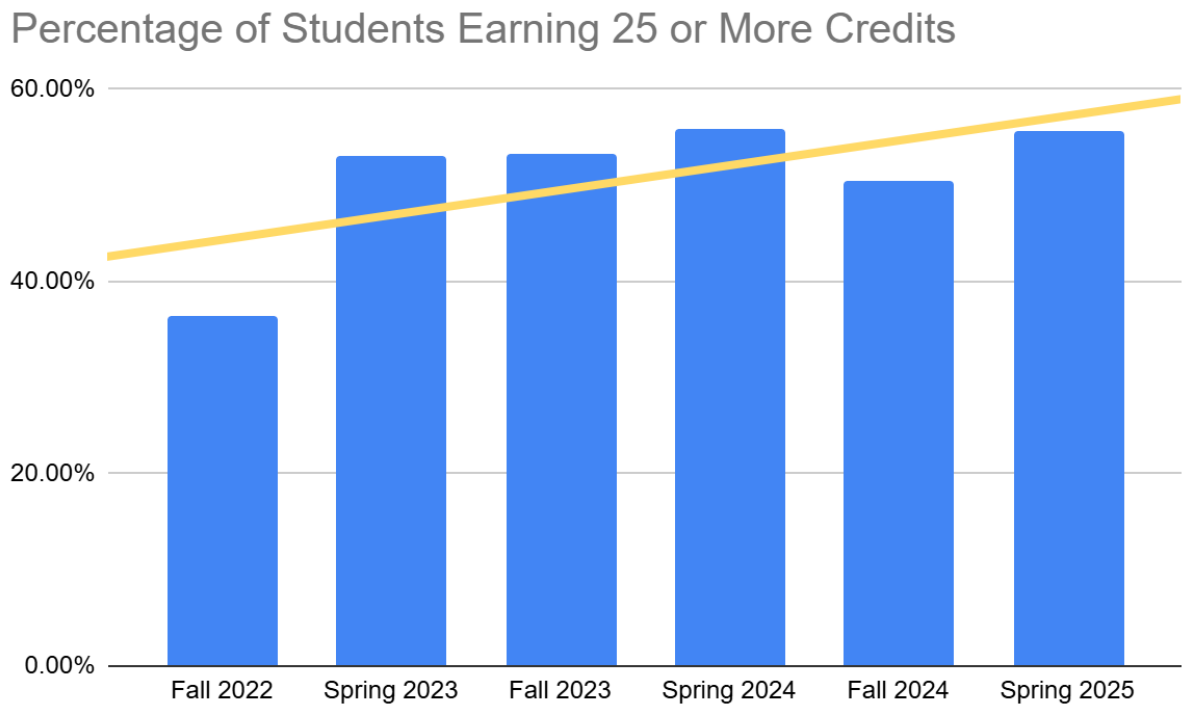
This credit data is significant considering the types of students who enroll at Pivot Riverside. Pivot Riverside continues its work to increase the number of students who are able to graduate in four (4) years, even if they enroll at Pivot Riverside as credit deficient students.

Additional Data

In addition to the data from the Dashboard and verified data from i-Ready, Pivot Riverside also uses additional data to track progress of its students, including credit completion and survey data. Credit completion data helps Pivot Riverside to monitor how its unique student population is performing in the independent study setting. This is especially important when considering how many students come to Pivot Riverside credit deficient, how few of our students take the SBAC (we are primarily a high school) and how many of our students are different from year to year.

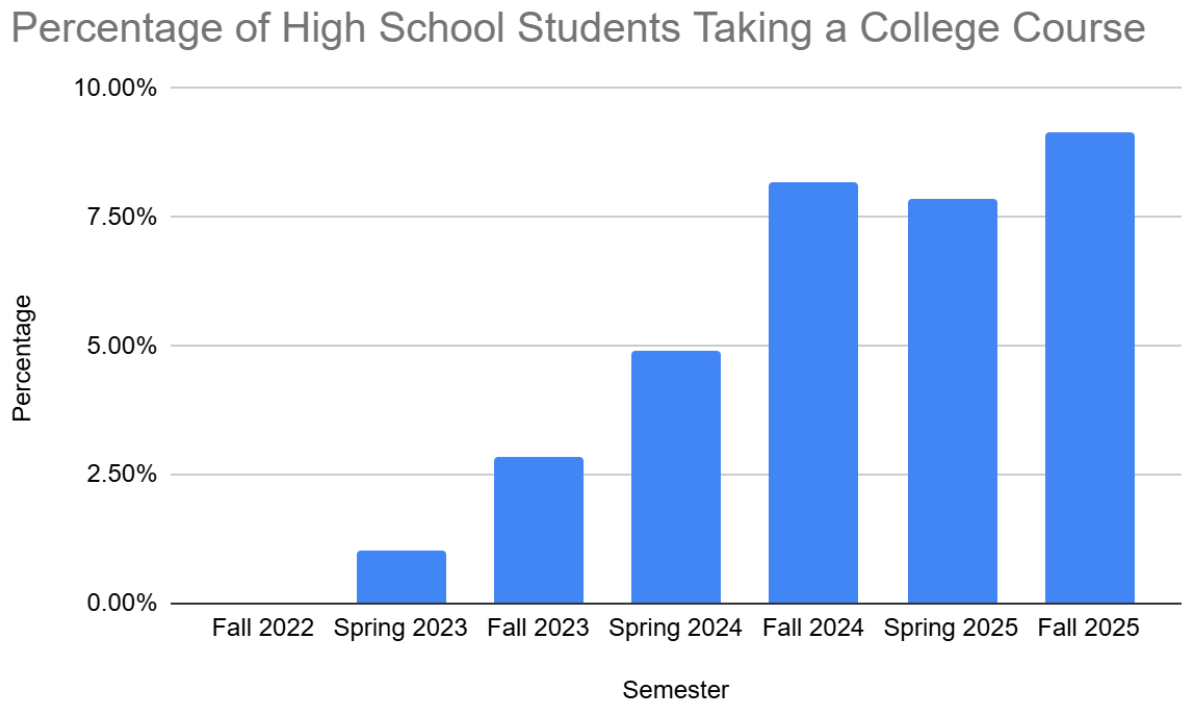
Credits Completed

Over the past three school years, Pivot Riverside has seen an overall upward trend of the number of students earning 25 or more credits per semester. This analysis includes students who were enrolled for the full semester. As stated above in enrollment data, 61.2% of students who enrolled at Pivot for the 2025-26 school year and had come from a Corna-Norco Unified School were earning less than 25 credits on average per semester.



Students Participating in College Courses

In the past few school years, Pivot Riverside has focused on connecting students to opportunities at California Community Colleges. As an independent study school, Pivot believes its students have many of the skills necessary to complete online courses at Community Colleges. In addition, taking in-person courses on a college course can expose students to meaningful learning experience, especially in the area of career development.



Survey Data

Satisfaction surveys are electronically distributed to all Pivot Riverside students and parents/guardians in the spring of each school year. These surveys are used to develop the LCAP as well as provide valuable information on school culture and the strength of the relationships that Pivot Riverside teachers, known as EC develop with their students. The responses to these questions help guide staff training and professional development for the upcoming school year as Pivot Riverside uses the feedback to build a strong and safe school culture and supportive relationships between ECs and students.

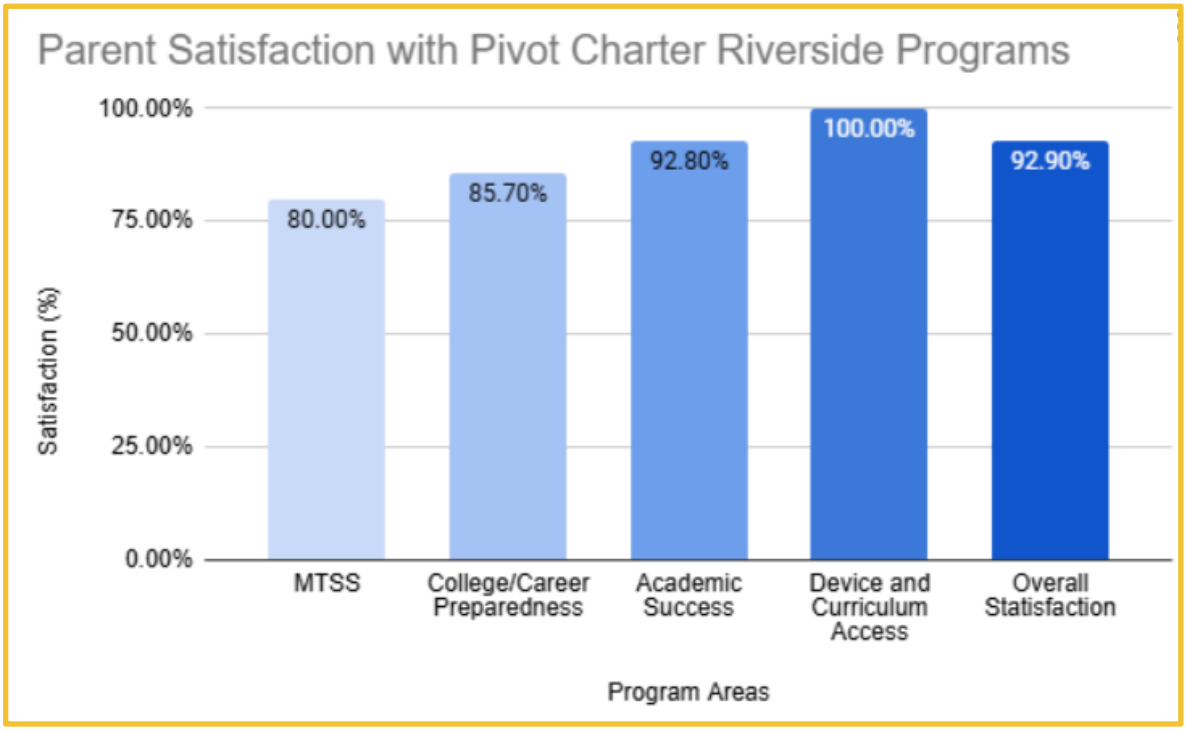
Pivot parents/guardians and students historically show high levels of satisfaction through these annual surveys. Each year, we receive feedback from both parents/guardians and students on how grateful they are for Pivot Riverside as an option for their student or themselves, especially during challenging or difficult times in their lives.

Parent/Guardian Survey Results

Pivot Riverside collects survey responses from parents/guardians every spring. Questions survey satisfaction around certain programs as well as the level of general satisfaction. Additionally, there are multiple areas for respondents to leave comments, questions, concerns, and general feedback. In the survey below that was distributed in the Spring of 2024 it is shown that parents are overall satisfied with the curriculum, their students' academic performance, how Pivot prepares students for college or a career, and Pivot Riverside's programs.

Parent Survey Results (On a scale of 1-5)

Curriculum Satisfaction: How satisfied are you with the curriculum that your student is utilizing at Pivot Charter School?		Participation: Pivot actively promotes parents/guardians to participate in giving feedback in decision making.
4.7		4.5
Social Emotional Learning ("SEL"): My child's interactions with their school (in person or virtual) have helped my child socially and emotionally this school year.		**Overall Satisfaction: How satisfied are you with Pivot Charter School?**
4.1		4.7



Below are comments from parents/guardians provided to Pivot Riverside on the parent/guardian survey distributed during the spring of 2024.

> *Pivot allows my granddaughter to get her education despite personal issues that would have kept her from doing so, if online school were not an option*
>
> *No drama or bullying within circles or cliques. It helps with her outlook and future without feeling depressed due to school drama. I feel Pivot cares about my child's education.*
>
> *My kids are learning!*

The staff and everyone I have met and had the pleasure of speaking to has been friendly and very supportive.

Pivot reduced the stress and anxiety associated with on campus learning

I like the freedom it provides to my daughter and the ability to learn how to become independent.

I like the ability to work on your own and at your own pace, yet still having deadlines to meet. Any question I have as a parent is a text away. I communicate with my daughter's counselor. Pivot answers all my concerns and questions.

Flexibility and attentive educational coordinators/teachers

My daughter is happy and thriving. She has a great support system at Pivot

No complaints. We've been with Pivot since August '23. My daughter will continue & graduate from Pivot.

Student Survey Results



Pivot Riverside collects survey responses from students every spring. Questions survey satisfaction around certain programs as well as the level of general satisfaction. Additionally, there are multiple areas for respondents to leave comments, questions, concerns, and general feedback. Below it is shown that no students showed dissatisfaction on the survey that was distributed in the spring of 2024 regarding the support they received, their needs being addressed, their belief in themselves, and how the Charter School was preparing them for their future.



STUDENT SURVEY RESULTS

Support: Pivot Charter School teachers provide me with what I need to be successful and finish my classes.		**Success: I believe I can be successful in school.**
4.2		4.1
Needs: Pivot Charter School teachers and staff are sensitive to my needs.		**Future: Pivot Charter School is preparing me well for college or a career.**
4.0		3.7

Below are some of the comments from students provided to Pivot Riverside on the student survey distributed.

Pivot Charter is different from other schools I have attended because of the accessibility and the involvement teachers have with students.

From the entire time I have been there I have not gotten bullied.

It's easy to navigate and overall great.

Something I've enjoyed most about pivot is that the teachers and EC's are nice.

I have the curriculum and the flexibility I need to complete my course work.

What I enjoy most is that I can do independent study at home. Now I can enjoy time with my family more often.

Pivot charter school is different from other schools that I have attended in the way that it's more stress-free. Pivot has helped me learn more.

At Pivot Charter School I have the option for independent study and I can do my work at my own pace.

Simply the attention and how helpful it has been.

Pivot has been more welcoming and helpful!

I enjoy the community service options, especially crochet.

They are accommodating to individual students success at Pivot

These results are shared with staff and leadership to reinforce the positive impact of the program as well as address any concerns presented by our families.

***

A charter petition renewed pursuant to Education Code Section 47607.2(b) (middle performing) shall be granted a renewal term of five years. As clearly demonstrated by the evidence above, the Charter School meets this renewal criterion and should be granted a renewal term of 5 years.

History and Background of Pivot Charter School – Riverside

Pivot Charter School Riverside has proudly served students in the Riverside and adjacent counties area since 2011, providing a personalized and flexible educational program designed to meet the diverse needs of every learner.

The Charter School was originally authorized by Nuview Union School District in 2011, where it operated successfully for several years, offering an innovative blended learning model that combined online coursework with in-person support, tutoring, and enrichment. Pivot Riverside quickly became known for its caring staff, individualized instruction, and commitment to helping all students — especially those who had struggled in traditional school settings — rediscover success and confidence in their education.

In 2017, due to a change in California charter school law, Pivot Riverside was required to seek authorization from the school district where its resource center was located. The Charter School submitted a petition to the Corona-Norco Unified School District that year, but the petition was not approved. Determined to continue serving its students and community, Pivot Riverside appealed the decision to RCBOE.

In 2019, RCBOE approved Pivot Charter School Riverside's charter petition, and the Charter School has been proudly authorized by RCBOE since that time.

Since joining the RCBOE family of charter schools, Pivot Riverside has greatly benefited from the professionalism, oversight, and support of RCOE's staff and leadership. The partnership has been both collaborative and growth-oriented — fostering strong accountability and continuous improvement. The professional development opportunities provided through RCOE have been particularly valuable, helping the Pivot Riverside team enhance instructional practices, strengthen data-driven decision making, and better serve the Charter School's diverse student population.

Enrollment at Pivot Riverside has continued to grow steadily, as more families discover the value of its flex-based model — a personalized, hybrid approach that combines structure with flexibility. The Charter School continues to serve a high percentage of students receiving special education services, and the staff takes great pride in providing these students with the individualized attention, care, and creative learning supports they deserve.

Today, Pivot Charter School Riverside stands as a small but strong and deeply connected community, where every student is known, supported, and encouraged to achieve at their own pace. The Charter School remains committed to its mission: to provide a caring and supportive environment where students can thrive academically, socially, and personally through an innovative educational model that meets them where they are and helps them reach their goals.

Pivot Charter School Riverside respectfully submits this material revision to add a second facility that is directly across the parking lot from the current site to accommodate continued growth and

enhance Pivot's capacity to serve students.

There are currently four (4) Pivot Charter Schools operating in California. The Pivot network of charter schools in California is governed by one Board of Directors for the nonprofit public benefit corporation. The focus of all Pivot schools is to remain small and to provide a safe and supportive learning environment. The other three Pivot schools are: Pivot Charter School - North Bay in Sonoma County, Pivot Charter School North Valley II in Butte County, and Pivot Charter School - San Diego II in San Marcos (San Diego County). All Pivot schools are accredited by the Western Association of Schools and Colleges ("WASC") and maintain University of California ("UC") A-G course approvals.

To borrow the words of British designer Cecil Beaton, the founding vision of Pivot Charter Schools was to "be daring, be different… assert integrity of purpose and imaginative vision against the play-it-safers…." That spirit of bold innovation is at the heart of Pivot Charter School Riverside. From the beginning, the goal wasn't to improve on the traditional educational model—it was to offer something meaningfully different for students who weren't thriving in conventional schools. When the nonprofit Roads Education Organization was established to govern the four (4) Pivot Charter Schools, it did so with the purpose of creating an alternative path for students—one that values flexibility, personalization, and the unique needs of each learner. Pivot stands as a testament to that mission, serving students who seek a more adaptive, student-centered approach to their education.

Serving a Unique Student Population

Pivot Charter School Riverside has always been a place for students who need something different from the traditional school setting. Many of our students come to us facing mental health challenges such as anxiety or depression—often stemming from experiences like bullying or feeling disconnected in their previous schools. Others simply found that the conventional classroom didn't meet their learning needs. Some need more one-on-one support; others need a flexible schedule or a more independent approach. Many seek a smaller, more personalized environment where they may learn at their own pace and in their own way. At Pivot, they find exactly that—and they thrive.

Pivot Charter School Riverside is committed to remaining a small, caring learning community. Our goal is not to grow into a large institution or to compete with traditional schools. Instead, our purpose is to offer a meaningful alternative—one that complements the existing system by serving students who benefit from a personalized, flexible, and student-centered educational experience.

Pivot Charter School Riverside uses an online curriculum as the primary, yet not sole, method of instructional delivery so that our exceptional credentialed teachers can spend their time doing what they do best; help students learn and understand what they are learning, work in small groups, tutor, plan projects and spend time one-on-one with all of them. Teachers encourage students to delve deeper into their content through projects and hands-on experiences. They tutor small groups

to ensure that they are making successful progress in all their courses. They work with the entire family, supporting not only their academics but also their social-emotional lives. They "meet students where they are at" to inspire their individual and collective potential. Students are surrounded by genuine caring, motivation and accountability. They care!

Pivot Charter School Riverside offers a level of ongoing review of a student's academic progress unmatched in most traditional educational systems. Teachers can log in and review what every student has accomplished from their last answer a minute ago to planning for their next research paper in order to develop appropriate remediation, challenging projects and mini workshops to support continued learning.

Whether a student chooses to attend programs offered on campus (up to four days a week, three hours a day for grades 6-12 and two times a week for grades K-5), they engage in a rigorous curriculum which is supplemented at the resource center with Fun Fridays, field trips, project based activities, clubs, and social activities like barbecues and camping trips. Throughout their academic efforts they constantly receive feedback, kind motivation, ideas and daily instruction.

Pivot Charter School Riverside continues to add elective and Career Technical Education ("CTE") courses and expand programmatic offerings including tutoring, online workshops with a credentialed teacher for every class that a student may be taking each quarter and on site classes. While Pivot Charter School has created a unique learning environment and continues to redefine how to "…assert integrity of purpose and imaginative vision…" the most compelling reason for students to enroll in Pivot Charter School is to receive the caring attention they need to succeed that they deserve.

Blended / Hybrid Learning

Blended / Hybrid / Flex Learning in K–12 Education: What It Is and Why It Matters

Blended learning is an approach to education that thoughtfully combines face-to-face instruction with online learning, allowing students some element of control over the pace, place, or path of their learning. In a K–12 setting, this could look like students attending a small group lesson with a teacher in the morning and then working independently through an online curriculum in the afternoon—either at school or at home. The goal isn't to replace teachers with technology but to use digital tools to enhance personalization, flexibility, and engagement.

This model has grown significantly in recent years, especially in response to students' evolving needs and expectations, and the lessons learned during the COVID-19 pandemic. But Pivot Charter School Riverside has been providing a blended/hybrid learning model since 2011. Students today are digital natives, and many thrive when given opportunities to learn through a mix of direct instruction, independent online work, and collaborative projects. For others, especially those who've struggled in traditional classrooms—due to anxiety, learning differences, or the need for

more individualized pacing—blended / hybrid learning has proven to be a lifeline.

Why It Works

1. **Personalization:**
   Students can revisit concepts and engage with content in a way that matches their learning style. Teachers can tailor instruction and provide targeted support using real-time data from online platforms.

2. **Flexibility:**
   Students who need a different schedule—because of health challenges, family responsibilities, or extracurricular pursuits—can still succeed without missing instruction.

3. **Stronger Engagement:**
   Blended learning often increases student motivation by giving them more voice and choice in how they learn.

4. **Equity and Access:**
   When done well, it provides an equitable learning experience that meets students where they are, whether they need remediation or acceleration.

5. **Improved Outcomes:**
   A major 2010 meta-analysis by the U.S. Department of Education found that students in blended learning environments performed better, on average, than those in fully face-to-face or fully online settings. Since then, numerous studies have supported these findings. For example:

   - A 2016 study by the **RAND Corporation** and the **Bill & Melinda Gates Foundation** evaluating personalized learning approaches found statistically significant gains in math and reading performance for students in blended and personalized environments.

   - **Johns Hopkins University** has also reported on the positive impacts of blended models on student engagement and achievement, particularly for historically underserved populations.

At its best, blended/hybrid learning allows educators to do what they've always wanted to do: meet students' individual needs more effectively. It's not about technology for technology's sake—it's about making school work differently for more kids.



I. EDUCATIONAL PHILOSOPHY AND PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. Education Code Section 47605(c)(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, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. Education Code Section 47605(c)(5)(A)(ii).

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

Mission

The mission of Pivot Charter Schools is to transform students' (in grades K-12) experience in education.

By establishing strong relationships, providing a caring environment, and building the skills required to be an independent learner, Pivot Charter Schools promotes and graduates confident, self-actualized humans. Using an individualized online curriculum coupled with personalized

paths, students in grades K-12 receive ongoing support, communication, and oversight.

Purpose

The purpose of Pivot Charter Schools is to prepare students for their lives in the 21st century. Pivot Charter Schools provides students with a career-focused educational program in a flexible and motivating environment imbued with technology and one-on-one support and guidance. Pivot Charter Schools incorporate concurrent college enrollment with Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, English Language Development ("ELD") Standards, and the remaining State Content Standards (collectively referred to herein as "State Standards") -aligned interactive online classes for students who want to excel, remediate, or motivate themselves to prepare for their lives in the 21st century.

Vision

The vision of Pivot Charter Schools is to afford students who graduate more opportunities in their careers and education than they would have had if they had not attended Pivot; to open doors and develop lives.

PIVOT CHARTER SCHOOLS IS FOUNDED IN THE FOLLOWING CORE BELIEFS:

- Collaboration
- Integrity
- Adaptability
- Empathy
- Perseverance
- Resiliency
- Communication
- Education
- Creating independent thinkers
- Individuality

Pivot Charter School offers a robust virtual program as well as a blended/hybrid learning program with a variety of opportunities offered on-site at the resource center. Roughly 40% of students utilize the resource center for tutoring, meeting with teachers, and/or to attend the structured programs offered each week.

Pivot Charter School 's blended/hybrid model offers daily learning labs where students can get help with their online curriculum and attend live classes such as in writing, Algebra, math, beanie

knitting, art, robotics, and PE. Pivot also offers "Fun Friday" which are field trips and events organized at least twice a month to build a true school community feeling and to provide time for students to socialize. As Pivot does not require its students to be at a facility under the supervision of a credentialed employee for at least 80% of the minimum annual instructional minutes required by law, the Charter School meets the legal definition of Independent Study or nonclassroom-based under Education Code Section 47612.5.

Providing opportunities for more direct instruction with fully credentialed teachers, and at a frequency personalized for each student, helps to improve student achievement and develop a sense of community and involvement for the students and their families at Pivot.

Student Population and Community Interest

Pivot Charter School targets students who are at risk of dropping out, students who have dropped out of school as a result of being disenfranchised with the traditional school system, students who want to accelerate their education, and students whose various needs are not being met at traditional schools. Oftentimes these students are those who are "slipping through the cracks" in traditional schools, seeking more one-on-one support from their teachers—which Pivot provides. Pivot Charter School creates a unique learning environment that re-engages students by creating an academic program that works in unison with their individual situations and goals. By providing one-on-one support, small group instruction, hands-on learning and safe social settings coupled with diverse educational paths, students are encouraged to set high goals for their futures. The flexibility provided through the online courses also allows students to pursue career interests and higher education while fulfilling their lives' current obligations and interests. Pivot Charter School has graduated professional athletes, actors, and chess competitors; all of whom needed more flexibility to earn a rigorous high school diploma. Pivot Charter School has also graduated students who otherwise would not have finished high school without Pivot. Pivot has also proven to be a very successful program for students for whom English is not their primary language. These students have shared that they got lost in large classes and were intimidated to ask questions or ask for clarification on vocabulary. They have relayed to us that they find the ability to "stop" instruction to seek definitions and ask questions of teachers one-on-one gives the EL students the

confidence to succeed in school.

Pivot Charter School provides a solution for the following student populations as outlined below:

Students in need of increased class offerings

Online courses expand limited offerings at traditional seat-based programs that require credentialed teachers to "teach" every section of students. Teachers and students are often overwhelmed by high student/teacher ratios. High quality, online courses are an excellent alternative to crowded classrooms that often result in reduced individualized instruction. Middle school students struggling with core concepts will find that the online courses give them the strength in foundation skills to succeed in high school, and elementary school students may engage in a homeschool based environment and get support and the enrichment they need from teachers at the resource center.



Students missing credits

Students in need of credits to complete grade levels or to graduate on time can utilize online courses to make up or to retake courses (i.e., at-promise students and students returning for their high school diplomas) that will allow them to graduate "on time."

Scheduling conflicts

Pivot serves students who participate in activities such as competitive sports and performing arts, that require a significant time commitment during the day. Other Pivot students have to work to keep their families out of poverty or take care of their own children. The flexibility of taking accredited online courses with flexible scheduling creates time for extracurricular activities, necessary employment, and space for supporting the family at home.

Special instructional setting

Students who are not well-suited for a traditional classroom setting or who have special scheduling needs benefit greatly from the flexibility that online learning provides. Students who are shy or anxious and often get lost in the crowd because they are afraid to ask questions or provide input

tend to thrive in an online environment where they can interact by choice and not feel that they are being judged by their peers.

Accelerated learners (learners desiring accelerated or enrichment offerings)
Those students who are quick learners can be given the flexibility to progress in a particular subject at a faster pace than the rest of a traditional class. Students who are accelerated and taking higher level courses at Pivot or college community courses can graduate, be accepted to a college, and/or enter the workforce early. Middle school students who begin accelerating at an early age can accumulate a significant number of credits and participate in many exciting classes (and take many Advanced Placement ("AP") classes) by the time they graduate from high school. Pivot offers 13 Advanced Placement Courses.

Student Demographics

Please refer to page 12-13 of the charter, where Pivot Charter School Riverside provides detailed demographics of its at-promise student population.

Pivot Charter School Riverside will serve a significantly higher percentage of students with disabilities and socioeconomically disadvantaged when compared to Riverside County schools as well as the state as a whole.

Many Pivot Charter School students have paths after graduation that do not include applying directly to a UC or California State University ("CSU") college, and Pivot Charter School is able to fulfill their high school graduation needs as well as provide the flexibility that the student and their family is looking for. Examples of students that the Charter School serves are students who prefer to transfer to a university after attending community college first, students who were credit deficient when they enrolled at Pivot Charter School, working students, students who support their families, students with children, and homeless students. At Pivot Charter School, these high school students are able to graduate when they may have not had the ability otherwise. While Pivot aims to guide students toward a UC- or CSU-aligned path, the reality is that many students that attend Pivot do not have that goal.

Many 12th grade students come to Pivot Charter School because they are credit deficient and need the flexibility that Pivot offers in order to graduate high school. While many of Pivot's senior high school students are able to graduate in their traditional 4th year of high school, approximately 26.2% of Pivot students re-enroll for an additional fifth or sixth year at Pivot Charter School in order to fulfill their high school graduation requirements. These Pivot students have the desire, motivation, and will to graduate high school. The flexible schedule and online curriculum allows these Pivot students to receive the high school diploma that they may not have been able to attain elsewhere. Their dedicated Educational Coordinators provide the support they need to help them

achieve their goal. Pivot takes pride in supporting students that need the flexibility to graduate high school in more than four years and providing dedicated support to help them get there.

The traditional classroom environment did not work for most Pivot Charter School students because they were either too far behind to keep up with fellow classmates or they were gifted and they did not feel challenged enough with the traditional classroom setting; they were frustrated and would "shut down," they were easily distracted, or they were bored in their classrooms. The online curriculum is used at Pivot Charter School to meet the individual needs of the students, to "fill the gaps" in their learning, and to motivate them. Students are also able to progress at an individual, yet appropriate, pace through the online curriculum, and this keeps students engaged with learning rather than resisting their learning. Students can move quickly through their courses and graduate early or can relearn material and get assistance each step of the way.

An Educated Person in the 21st Century





Through collective student, parent/guardian, and faculty adherence to Pivot Charter School's mission, the Charter School provides outstanding academic and personal opportunities for all its students. At Pivot Charter School, becoming a 21st century learner means:

- students see the value of their education;
- students possess a strong foundation of basic academic skills and a broad knowledge base in the core disciplines of reading/language arts, mathematics, science, and social studies;

- students are effective and confident communicators, and are comfortable utilizing a wide range of technologies;
- students are critical thinkers and problem solvers;
- students have an appreciation for the humanities and show respect for diverse cultures;
- students possess a lifelong love of learning;
- students possess a strong desire to serve the community in which they live; and
- students have the desire, discipline, and dedication to achieve their highest aspirations and dreams.

How Learning Best Occurs

Pivot Charter School believes good teaching through a coherent, rigorous curriculum in an environment focused on continual improvement and learning leads to high student achievement, allowing students to become self-motivated, competent, lifelong learners. Learning best occurs when:

- the whole family is involved;
- material is presented in a multi-sensory format;
- students who are behind in skills can work at their own level and at their own pace;
- students are motivated and supported to attend school;
- students feel welcome, safe and accepted at their school; and
- the Charter School continuously assesses students' progress in acquiring the standards and implements a strong remediation and intervention program.



PROJECTED ENROLLMENT

The projected starting enrollment for the next five years (aligned with budget and cash flow) is as follows:

Enrollment Projections

Grade Level	2026-27 Year 1	2027-28 Year 2	2028-29 Year 3	2029-30 Year 4	2030-31 Year 5
K-3	28	28	28	28	28
4-6	24	24	24	24	24
7-8	42	42	42	42	42
9-12	96	96	96	96	96
Total	190	190	190	190	190

CURRICULUM AND INSTRUCTIONAL DESIGN

For its core curriculum, Pivot Charter School adopted Accelerate Education for elementary students and Apex Learning for middle and high school students. The curriculum is aligned with State Standards. The Accelerate Education program and Apex Learning provide very modern and interactive platforms including videos and characters that make learning fun. Additionally, Pivot Charter School has adopted eDynamic to provide additional electives and CTE courses for middle and high school students.

Apex Learning and eDynamic provide University of California A-G approved courses for college bound students. The rigorous online curriculum allows for a unique instructional setting in which students engage in online courses and also receive one-on-one support from their teachers of record and/or participate in workshops and classes at the resource center. The online curriculum providers' platforms issue the students standards-based assignments in each independent study course. In accordance with the Education Code, these assignments equal at least the same amount of work that the student would receive in a traditional seat-based program for the same period of time. In addition, time value is assigned to assignments to assist the supervising teacher in determining the time value of completed work for attendance purposes. Teachers review completed work to determine if the students completed the "time value" of the work assigned, to evaluate the work, and to determine whether they engaged in the instructional activities assigned by the Charter School each school day. The students' quality of learning is frequently determined by embedded assessments. All required documentation for both contemporaneous and time value attendance, as well as student work product, is kept in auditable independent study files. These files undergo monthly internal audits and a yearly third-party independent audit as described later in the charter.

All incoming kindergarten students receive universal screening for reading difficulties, including dyslexia, utilizing state approved assessment tools. This screening continues, annually, for all students through the second grade.

Supplemental Curricula

Depending on the needs of individual students, Pivot Charter School teachers use supplemental curricula and resources to reteach basic skills, accommodate learning styles, and provide greater breadth of study. Some of these supplements are online content through providers such as i-Ready, IXL, Khan Academy, and Lexia. These programs are easy for students to navigate and engage with, providing resources for them to continue learning without needing to wait for help from their parent/guardian or teacher.

i-Ready Instruction provides remediation for students who score low on the i-Ready Diagnostic tests in either Reading, Mathematics, or both. Individualized instruction plans are created custom for each student and provide additional support in key concepts. These plans are updated each time the student takes another Diagnostic.

IXL provides students with unlimited practice in mathematics as well as instant feedback for each question they answer. IXL practice is provided on a wide variety of topics and introduces students to more engagement opportunities with math content.

Khan Academy provides students with videos that explain challenging math topics in an easy-to-understand way. These videos are provided to students in addition to the embedded videos in their math courses so that they have additional resources when learning mathematics.

Lexia is an online program used to develop and reinforce language skills. It is particularly useful for young students learning to read, English Learners, and native English speakers who read below grade level.

In addition to the supplemental software, credentialed teachers at Pivot identify and create additional resources for students. Each resource is embedded within the curriculum to allow access for all students. Examples include video guides, scaffolded examples, alternative assignments to offer students choice and varied modalities, additional practice for specific skills, and extension and enrichment activities.

Online Learning

In recent research conducted by the Center for American Progress and the Broad Foundation and published in a May 2009 article entitled "Getting Students More Learning Time Online," researcher Cathy Cavanaugh compared the current research on virtual classes and found that while the movement is still experiencing significant growth and change, "the nature of teaching changes when classes take place online. An online teacher focuses entirely on student accomplishment of course objectives, primarily via individual communication about student work within a mastery framework."

According to Cavanaugh, common benefits found in schools and programs that utilize online learning include the following:

- Students in online courses spend significant time working independently with concepts and digital resources. Courses that are designed to require more time actively practicing and applying the course content through writing and speaking generally lead to higher achievement, as do simulations, manipulatives, and tutorials that offer student feedback.

- Online courses increase equitable access to quality educational opportunities by bringing flexibility to the course calendar, expanding the course catalog, and offering individualized instruction.

- Virtual school participation has been seen to narrow the state testing achievement gap for those in socioeconomically disadvantaged subgroups.

- Virtual schools have helped students who are performing below basic level on prior state tests to get back on track, moving from basic to proficient or advanced levels.

Curriculum and Instruction

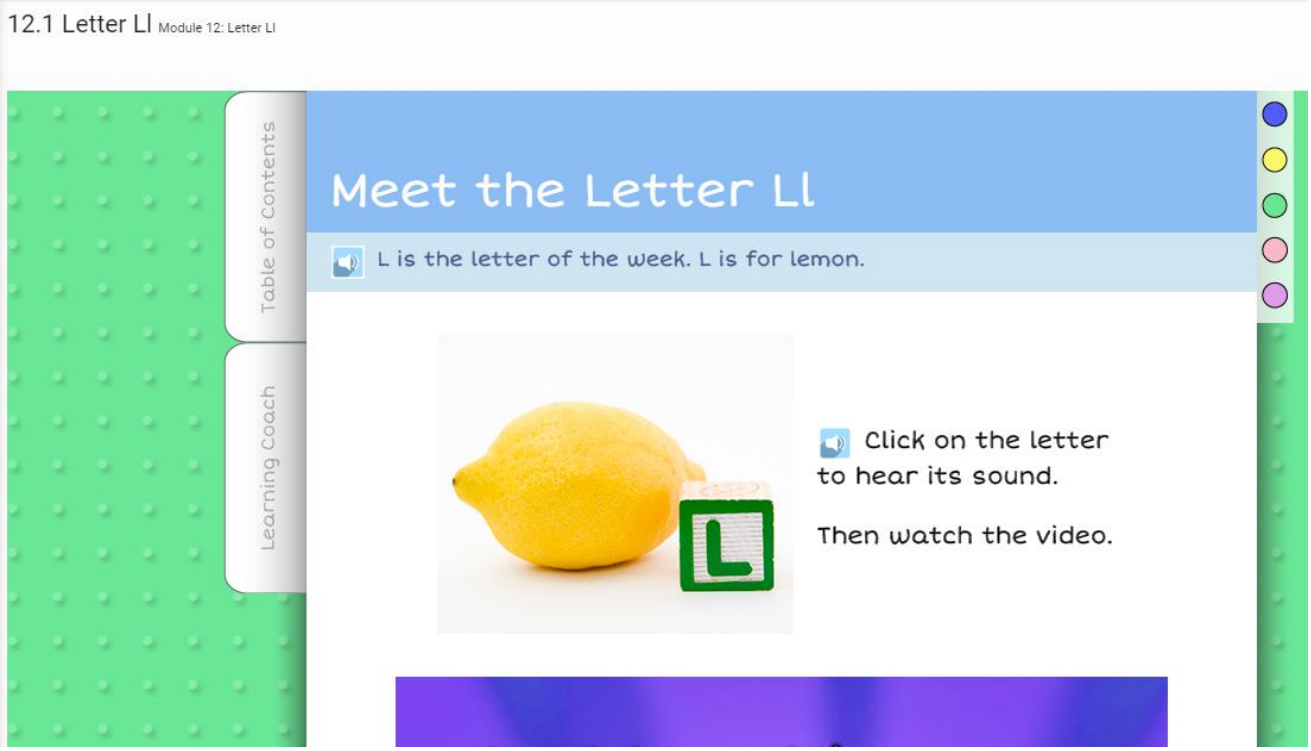
Students develop understanding of a discipline by engaging in challenging activities that allow them to see how, where, and when the important ideas and facts are relevant (Bransford et al.,

2000). Students can acquire more factual knowledge when it is connected to meaningful problem-solving activities. Conversely, problem solving cannot be taught without a base of factual knowledge. Important ideas need to be presented in increasing depth. They need to be revisited with many examples and built on so that understanding grows over time in ways that increase students' ability to use and apply their factual knowledge (Bransford et al., 2000). Approaches such as problem-based and inquiry-based instruction help students make connections, develop integrated knowledge structures of facts and concepts, and understand conditions of applicability. Use of predictions, advance organizers, and questions elicits students' prior knowledge, which is necessary for building new understanding. Summarizing and guided note-taking can aid comprehension by helping students determine what is most important.

Accelerate Education

To support blended learning, our elementary curriculum, Accelerate Education, provides a student-centered education program with:

- Rich and engaging content that has been carefully designed to meet State Standards, delivered through reading passages, videos, and embedded activities;
- Variety of activities and assessments appropriate to the courses being studied, including labs, journals, written assignments, discussions, group and individual projects, formative assessments, objective tests, and written exams;
- Resources and professional development for staff to improve teacher effectiveness;
- Text to speech software for all courses to help students who may have deficiencies or trouble reading;
- Text and audio translations in multiple languages for monolingual or EL students;
- Customizable curricula so that teachers can provide additional resources, assignments, and assessments;
- Online electives appropriate for K-5 students;
- Real-time access to data through teacher dashboards and reports.

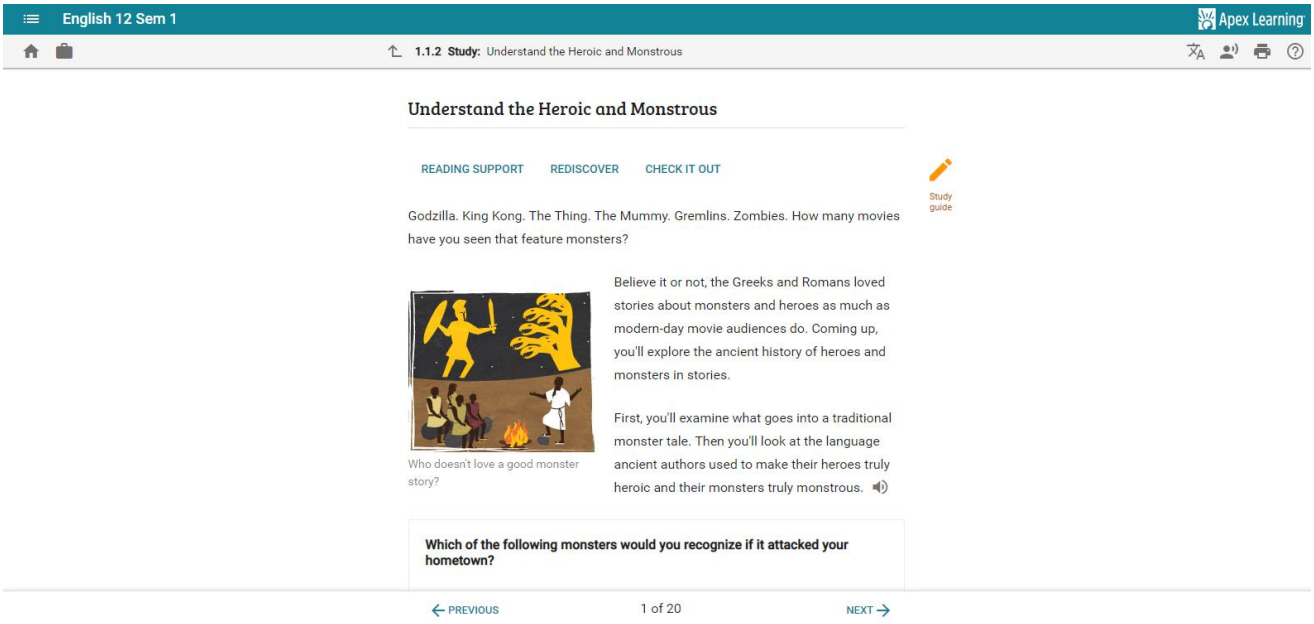


Example of colorful Accelerate Education interactive guided instruction

Apex Learning

The Pivot middle and high school core curriculum, Apex Learning, offers a balanced architecture of direct instruction, constructive practice, and formative feedback. Critical thinking, problem solving, and questioning are integrated into all courses to support engagement and active learning. Students observe, inquire, confirm, connect, and create as they build knowledge in Apex Learning lessons. There are frequent opportunities to check one's own understanding, empowering the learner to look back or ahead and control their own progress. Each Apex Learning course is carefully crafted with a predictable, consistent, and coherent unit-lesson-activity structure to facilitate use by teachers and support for learners. Clearly presented content is helpful for adolescent learners, and the conversational voice of the instruction stimulates learning.

The primary direct instruction components in Apex Learning lessons are called Studies. Studies often lead with real-world examples and with challenging questions to make the content inviting and relevant for adolescents. As students learn academic content with Apex Learning digital curriculum, they are supported with instruction that effectively uses research-based reading and comprehension strategies—including questioning, advance organizers, summarizing, and note taking—with scaffolds available as needed to provide extra support. These active reading strategies deepen connectedness of text both online and in print.



Example of Apex Learning course content

Apex Learning Unit Tests

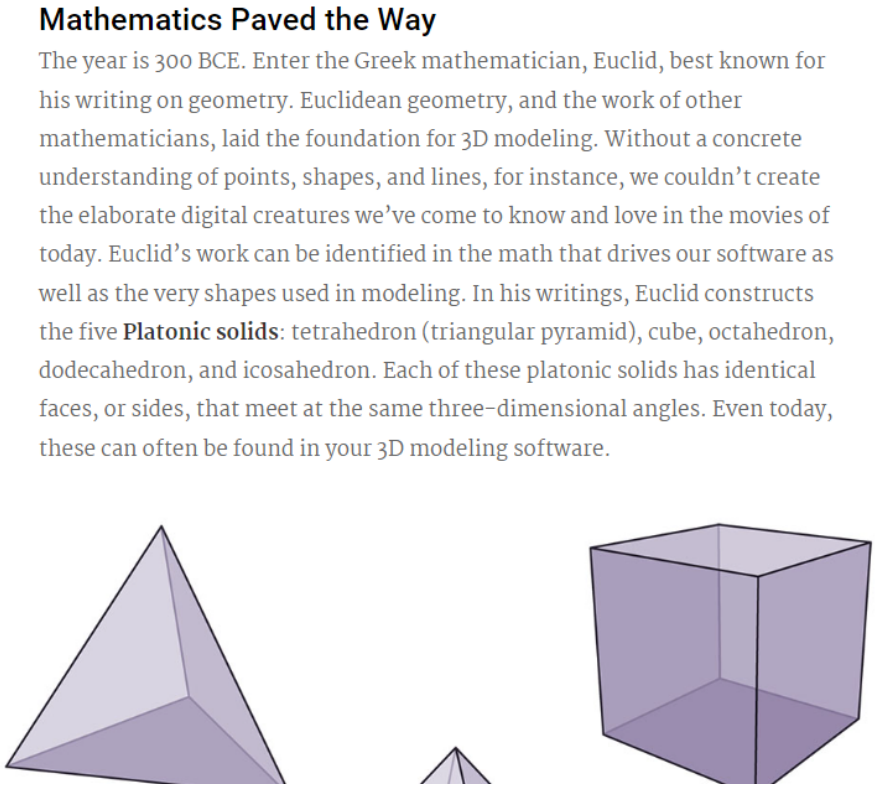
The Apex Learning curriculum includes a feature where all unit tests are locked. A student must first complete all homework assignments in a unit before being provided access to take the unit test. When a student reaches a unit test (called a Computer Scored Test), they contact their EC to request that the test be unlocked. An EC may insist that certain assignments in the unit be completed before the test will be unlocked. Students MUST comply with this request and turn in all necessary assignments before taking a unit test.

eDynamic

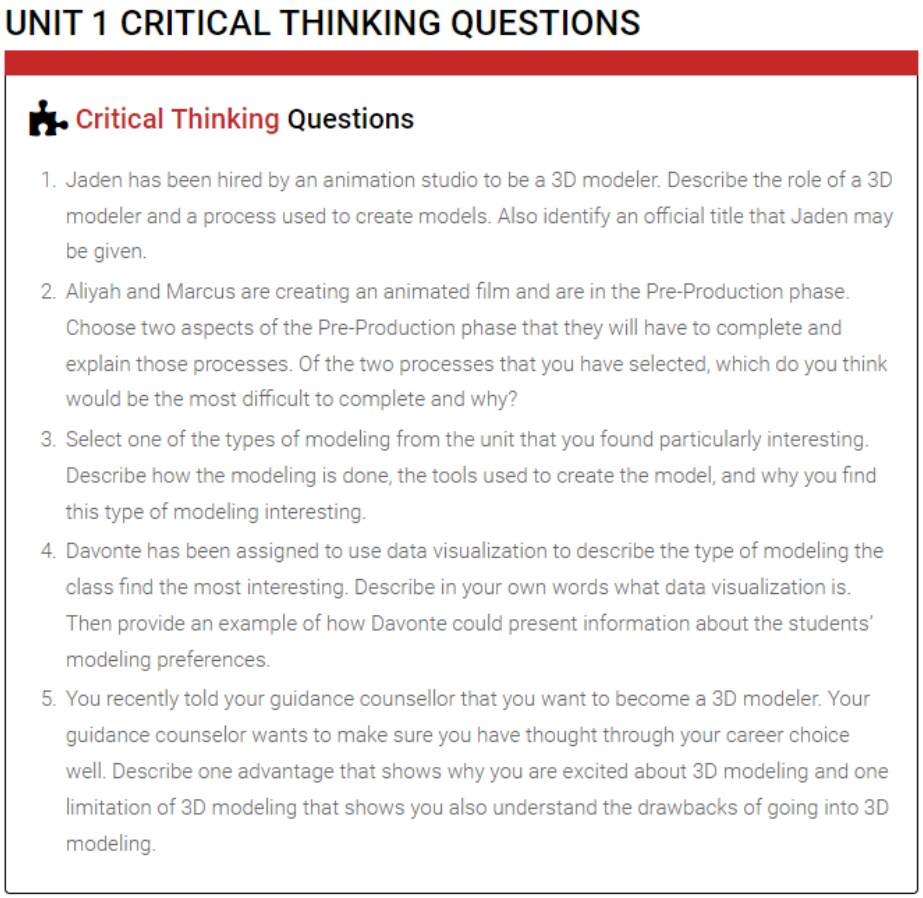
To support blended learning, middle and high school curriculum, eDynamic, provides a student-centered education program with:

- Rigorous and relevant content that has been carefully designed to meet State Standards, with project-based assignments that provide hands-on experience for students;
- Modern interface that is easy to navigate;
- Variety of activities and assessments appropriate to the courses being studied, including critical thinking questions, activities, discussions, projects, and formative assessments;
- Customizable curricula so that teachers can provide additional resources, assignments, and assessments;
- Real-time access to data through teacher dashboards and reports;
- Pacing calendars and progress monitoring to support students who may need assistance finishing coursework on time;

- Research-based instructional design;
- Media-rich and interactive learning experiences for students of all ages.



Example of eDynamic guided instruction



Example of eDynamic assignment

Learn by Doing

Each lesson includes multiple opportunities for students to explore, apply, practice, and confirm their learning - helping students visualize concepts and extend their learning. This active learning approach develops critical thinking skills and deep understanding that prepares Pivot students for success.

Receive Individualized Support

Moving at their own pace, students benefit from the continual guidance and feedback provided by the opt-in support and scaffolds integrated into Apex Learning digital curriculum.

Demonstrate Knowledge

Students confirm understanding through prescriptive, formative, and summative assessments, as well as through an extensive array of instructional activities.

The online curriculum and considerable amount of individualized support that Pivot Charter School students receive promotes achievement and improves students' motivation and self-

confidence in an academic setting.

Educational Programs

Below are the core foundational components of Pivot Charter School's educational programs:

I. **Personalized Support**: Students learn best when they can have one-on-one dialogue, interaction and instruction with teachers and can receive individualized support in a safe, encouraging environment. The online workshops, tutoring, and the onsite classes supplement the online curriculum platforms and allow students to receive the support they need.

II. **Flexible Scheduling**: Students who have to raise their own children, support their families or themselves, or who are engaged in schedule-limiting activities, want and need to receive a high school diploma, but they are constrained by conventional school schedules and opportunities. Additionally, some students cannot handle the traditional burden of five or more courses at one time all year long, or for a full semester block; their learning style requires them to focus on one or two courses intensely for a shorter amount of time.

III. **Unique Physical Learning Environment:** Elements such as lighting, use of color, flooring, and furniture matter to teachers and learners. School design should create a space that is inviting and comfortable, as well as professional, high-tech and utilitarian. Work stations are easily assembled and movable for individual and group project use. Students and teachers at Pivot have access to multiple learning spaces and resources.

IV. **Rigorous Academics**: Raising the academic bar while providing proper guidance and assistance creates students who will exceed traditional expectations and excel in new learning environments, including dual enrollment in college courses and Advanced Placement classes. All Pivot students of appropriate age are encouraged to concurrently take community college courses, take AP courses, and apply to colleges in order to earn advanced degrees after graduating from high school. Pivot recently created a part time position of a concurrent enrollment and college counselor at each school to support students in these endeavors.

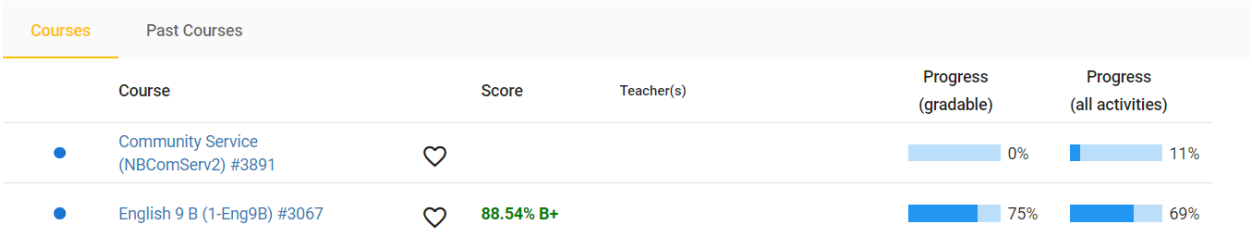
V. **School-to-Career Goal Setting**: Students who focus on their career potential and receive ongoing, relevant information about careers, colleges and personal options will formulate long term goals and follow through in order to meet those goals. Pivot's new Career & Technical Education courses provide many exciting new opportunities for students to explore career options.

VI. **Service Learning**: Students grow as human beings and lifelong learners when they participate in service learning activities. It is the combination of experiential learning and the personal satisfaction students gain from helping others that makes service learning such an effective teaching and learning tool. High school students are required to participate in 40 hours of

community service each school year in order to graduate.

Pivot Charter School teachers and administrators are able to run daily reports that show daily activity and cumulative progress for each student. Students who are not complying with assignment completion requirements set by the Charter School are contacted primarily by their teacher of record, also called their Educational Coordinator. A notice is also sent to the students' parent/guardian. The student's parent/guardian is contacted on a regular basis to discuss the student's ongoing progress. Interaction between parents/guardians and teachers is a mainstay of the program. Students and parents/guardians are contacted if it is observed that the student is falling behind schedule or if they are not demonstrating satisfactory mastery of course content. An individual action plan is then established by the teaching staff through our intervention system.

Parents/guardians also have access to a Parent Portal that allows them to see, in real time, when their student has logged in, which assignments their student has completed, and what their student's current grades and progress are in each of their courses. Parents/guardians are shown how to navigate this portal during the initial parent orientation as well as by the student's teacher during their regular monthly meetings.



Example of Student Performance Dashboard

Teachers at Pivot hold the CTC certificate, permit, or other document required for their certificated assignment, pursuant to Education Code Section 47605(l)(1), and are available to answer real-time questions from individual students as the students progress through their self-paced course material. The teachers provide tutoring when students need help understanding concepts, and the teachers create small group instruction when school-wide data (such as embedded assessments and CAASPP results) shows that students in particular courses or content areas are lacking in foundational basic skills. Teachers also help students develop their individualized interests by creating projects to supplement the online curriculum.

Students are self-directed and work at a pace and time that is comfortable and workable for them. Courses include text, animations, streaming video and audio, educational games, and other engaging content. Teachers and administrators are able to run reports that show exactly what activities students have completed within the curriculum, which is one way that attendance can be accurately tracked. Performance is measured through demonstration of standards-based competency, not by "seat time" (hours spent in classrooms). Teachers and the administration track

assessment data, monitor course effectiveness and use a daily reporting process to monitor student engagement, progress, and grades. Based on their findings, they communicate expectations to students. Using data and findings from assessments and other data sources, teachers appropriately modify instructional methods and content and guide student learning. There is so much real time data available about student progress to educators and parents at Pivot, it is impossible for students to slip through the cracks.

The Pivot Educational Coordinators are employed by Pivot Charter School. They have a very different job description from a traditional classroom teacher. Educational Coordinators are not responsible for mapping curriculum to assessments or planning daily lessons aligned to state standards. These tasks are accomplished with the provided online curriculum. Teachers use the aligned curriculum to guide students during synchronous instruction, tutoring, and on an individual basis as needed. The role of the Pivot teacher is primarily to ensure that the students assigned to them receive the necessary support to be successful, work to the student's full potential and for the student to graduate from high school, or promote to the next grade level.

In addition to the EC's responsibilities of overseeing a student's educational program online, ECs are required to be at the Charter School resource center, working with students and providing assistance in the EC's specific area of expertise by providing learning lab times, office hours, small group instruction, tutoring and intervention. Students at Pivot receive a significant amount of individual attention from Pivot's CTC credentialed teachers.

Some workshops that have been offered at the Pivot resource centers during learning lab hours are: Greek theater, drama, science lab, film, robotics, guitar, visual arts, jogging, writing workshop, and yearbook.

Graduation Requirements

Pivot Charter School Riverside has graduation requirements above and beyond the State minimum requirements, while recognizing that students who enroll at the Charter School are often credit deficient and/or behind in their foundational academic skills. Because of such deficits, Pivot offers students flexibility to complete required courses for high school graduation. As Pivot Charter School Riverside holds high expectations for its students, maintaining a broad course of study, there are times when flexibility provides students the motivation and feasibility of earning a high school diploma, when the student may not have believed graduation was possible.

Graduation Requirements

Pivot Graduation Requirements
English - 40 credits Four years of English that integrates reading of classic and modern literature, frequent and regular writing, and practice listening and speaking
Math - 30 credits Three years of mathematics, including Algebra. *Four years recommended*
Science - 20 credits Two years, including biological and physical science. *Three years recommended*
Social Studies - 30 credits Three years of history/social studies, including one year of U.S. history and geography; one year of world history, culture, and geography; one semester of American government and civics, and one semester of economics. One semester of Ethnic Studies (required to graduate in 2030).
Visual and Performing Arts - 10 credits One year of visual and performing arts chosen from the following: dance, drama/theater, music, or visual art
World Language - 20 credits Two years of the same language other than English or equivalent to the second-level of high school instruction *Four years recommended*
Electives - 30 credits This category includes Career Technical Electives
Physical Education - 20 credits Two years
Community Service - 20 credits Number of required hours varies per grade-level
Community College - 2 Courses From any of the categories above
220 credits

Subject to appropriations by the State, the Charter School will comply with the requirements under AB 101 to offer a one-semester course in ethnic studies and require that students complete the same as a graduation requirement commencing with students graduation in the 2029-30 school year.

The Charter School will comply with requirements under AB 2927 to offer a one-semester

course in personal finance by the 2027-28 school year and require that students complete the same as a graduation requirement commencing with students graduating in the 2030-31 school year.

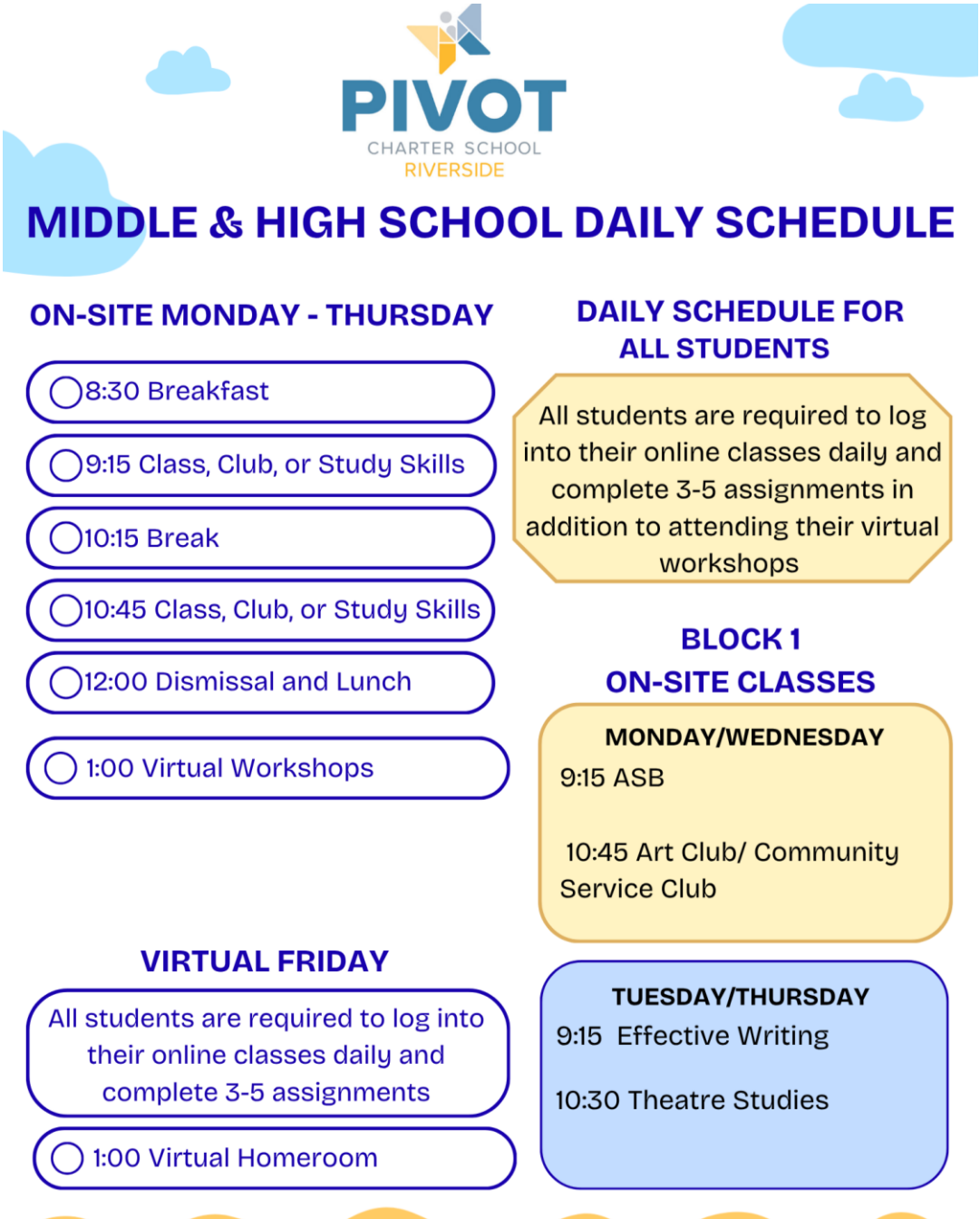
Schedule

A student's schedule depends on the student's needs and their ongoing level of academic performance. Some students may never need to come to the resource center and their studies remain completely "virtual." Students who maintain a virtual study program must demonstrate a high level of independence, maturity and ongoing high levels of performance both in assignment completion and in quality of work.

Students may attend the learning lab program at the resource center in a way that best fits their needs. Some students attend regularly while others just drop in as needed to meet with their teacher and get help at varied times. Pivot Charter School recognizes that students working online and in independent study must have a significant level of independence or support at home in order to be successful. Not all students have that self-motivation or independence to maintain a virtual-only study plan. Therefore, Pivot has developed various supportive programs available at our resource center to support all students in meeting their educational goals using the online curriculum.

For the 2025-26 school year, virtual workshops will be held 1:00 pm-1:50 pm to allow for more uninterrupted in person time for the supplemental on-site and provide a more robust daily schedule for students. This is a sample schedule for students in grades 6-12 that includes the supplemental site-based program with hands-on activities and workshops as well as delineating daily responsibilities and supports for all students, regardless of whether or not they attend a supplemental on site program:

A sample schedule for the supplemental on-site program at Pivot Charter School Riverside


PIVOT
CHARTER SCHOOL
RIVERSIDE
MIDDLE & HIGH SCHOOL DAILY SCHEDULE
ON-SITE MONDAY - THURSDAY
8:30 Breakfast
9:15 Class, Club, or Study Skills
10:15 Break
10:45 Class, Club, or Study Skills
12:00 Dismissal and Lunch
1:00 Virtual Workshops
VIRTUAL FRIDAY
All students are required to log into their online classes daily and complete 3-5 assignments
1:00 Virtual Homeroom
DAILY SCHEDULE FOR ALL STUDENTS
All students are required to log into their online classes daily and complete 3-5 assignments in addition to attending their virtual workshops
BLOCK 1
ON-SITE CLASSES
MONDAY/WEDNESDAY
9:15 ASB
10:45 Art Club/ Community Service Club
TUESDAY/THURSDAY
9:15 Effective Writing
10:30 Theatre Studies





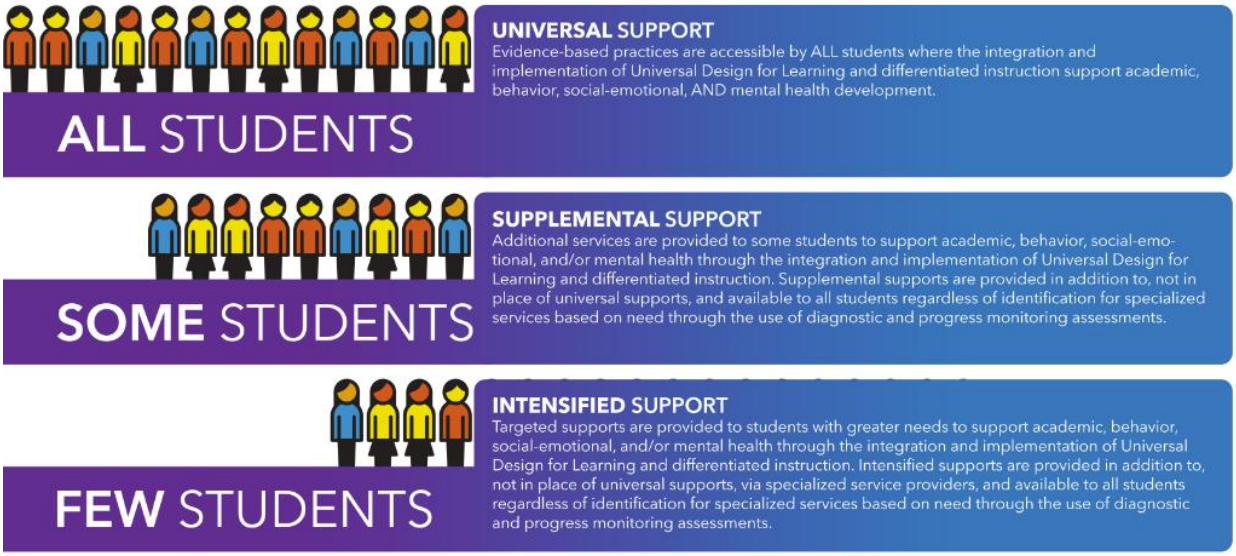
The elementary program meets in its own separate room, a self-contained classroom of multiple aged students. The elementary program is designed to get students AWAY from their computers; it is for socialization and hands-on projects and activities, tutoring, and academic assistance, with breaks interspersed throughout the morning. The program is designed to get students to LOVE learning. Students receive help progressing through their courses during tutoring time and participate in skill building, arts and hands-on projects during the onsite program. In addition to the onsite program, the elementary program organizes and facilitates multiple off-site excursions, field trips, etc. The elementary team also provides virtual workshops for students and families on a variety of topics and interests.

A sample schedule for students in grades TK-5 that includes morning project-based activities and workshops:

	Monday	Tuesday	Wednesday	Thursday	Friday	RIVERSIDE
Schedule:	**Resource Center/Field Trips** (9:00 am - 12:00 pm) **Family Monthly Meetings**	**Virtual Student Check-in** (11:00 am - 11:30 am) **Family Monthly Meetings**	**Resource Center/Field Trips** (9:00 am - 12:00 pm) **Family Monthly Meetings**	**Virtual Student Check-in** (11:00 am - 11:30 am) **Family Monthly Meetings**	**Virtual Homeroom** (12:30 pm - 1:00 pm) **Family Monthly Meetings**	
Virtual Options:	**Amazing Animal** (12:30 pm - 1:00 pm)	**K-3 Support** (12:00 pm - 12:30 pm)	**4/5 Support** (1:00 pm - 1:30 pm)	**Show and Tell/Read Aloud** (12:00 pm - 12:30 pm)	First Friday of Every Month - Pivot Wide Elementary Homeroom	
	4/5 Support (1:00 pm - 1:30 pm)	**4/5 Support** (1:00 pm - 1:30 pm)	**Creative Corner** (1:00 pm - 1:30 pm)	**4/5 Support** (1:00 pm - 1:30 pm)	Last Friday of Every Month - SEL Homeroom	
Description/Instructional Time with Learning Coach at Home: *Instructional Learning Coach can use student check-ins, workshops, and homeroom as prep time for lessons and activities.	**Resource Center**: Join us for STEM, collaborative art projects, games, buddy reading, movie day, and field trips. **Parents**: please use 1PM-3PM for Learning Coach time to prep, complete assignments at home, and monthly meeting (scheduled at the beginning of each month)	**Workshop**: opportunities for students to socialize with their peers and drop in for additional support on assignments. **Parent**: 8-2 working with instructional learing coach at home, 2:30-3 learning coach prep time, and monthly meeting (scheduled at the beginning of each month)	**Resource Center**: Join us for STEM, collaborative art projects, games, buddy reading, movie day, and field trips. **Parents**: please use 1PM-3PM for Learning Coach time to prep, complete assignments at home, and monthly meeting (scheduled at the beginning of each month)	**Workshop**: opportunities for students to socialize with their peers and drop in for additional support on assignments. **Parent**: 8-2 working with instructional learing coach at home, 2:30-3 learning coach prep time, and monthly meeting (scheduled at the beginning of each month)	**Homeroom**: opporunity for students to socialize with their peers, engage in SEL lessons, and other enrichment activities **Parent**: 8-2 working with an instructional learning coach, 3-4 prep time for learning coach, and monthly meeting (scheduled at the beginning of each month)	

If any student in any grade is not consistently completing the required number of daily assignments, they may be required to attend one of the programs at our Resource Center, move from one program to another, or they may face involuntary removal if after significant intervention is implemented the student fails to demonstrate satisfactory educational progress. For students who reside beyond a 45-mile radius from the resource center, teacher meetings are available online through video conferencing, online classrooms, and/or via telephone/teleconference with their teacher.

Multi-Tiered System of Supports



A progressive tiered program, aligned with the MTSS continuum of support, was created to

provide structured support to all students at Pivot Charter School in the academic, social-emotional/mental health and behavioral domains. At the Tier 1 level, Universal Supports are available to all students and embedded into the instructional program at Pivot. These supports are designed to help students succeed academically and to build the social experiences and skills they need to grow as healthy, effective individuals. This includes opportunities such as daily synchronous academic workshops, weekly synchronous SEL lessons, field trip and club offerings, tutoring hours, and our thrice yearly diagnostic testing through i-Ready in Reading and Math. While many students are able to be successful with the integrated universal supports, other students, at varying points throughout the year, may find themselves struggling and require extra support.

Additional supports through the MTSS process are implemented prior to a conference being held to determine if independent study is the most appropriate placement for the student pursuant to the Pivot Governing Board approved independent study policies and Education Code. The first step in the MTSS process for identifying appropriate additional support for a particular student is to hold a Student Support Team meeting with the student, Educational Coordinator, parent/guardian and additional support staff as applicable (Education Specialist, counselor, ELD teacher, etc.) During this meeting, data will be reviewed and a process of inquiry will help to identify the barriers that are causing the student to struggle. Often, students are struggling to feel engaged or motivated in their schoolwork or they are struggling to balance outside factors such as health or mental health and/or familial responsibilities. Other times, students are coming to us with severe academic deficits and need a more specialized plan of academic support which could include intervention with our Reading Intervention Specialist or taking one of our intervention courses. In some cases, through this process, a student may subsequently be assessed to determine whether they qualify for special education services (see Special Education Plan and SST Process sections of the charter). Students who are coming in behind in their basic skills and who are willing to work with Pivot teachers will more often than not "catch up" as that is a primary focus of our schools. Pivot balances high expectations with high support, helping students to build the confidence and opportunity to feel successful in school and transform their experience in education.

When students struggle, the MTSS process becomes an integral component to support students and creatively identify and implement strategies to support improvement and academic success. At Pivot Charter School, a student receiving supplemental or intensified support will engage in short term interventions that include action being taken by all members of the team, including the student, Educational Coordinator and parent/guardian in order to find academic success. As a student meets their goals, the interventions and actions taken will be scaled down and move toward student independence within the program. This could require changes in the student's education plan and/or in how the EC implements the education plan. Extensive efforts and adjustments are employed by the student's support team to help a student adapt to, and subsequently succeed in, our program.

Identification of Students for Additional Support

ECs run daily and weekly reports on the work product that every student is completing. Students whose reports demonstrate that they have not been making adequate progress will be flagged. Based on the reports that teachers run and by watching students online and at the resource center, an EC will usually notice right away when a student is struggling. Either the student is not turning in a satisfactory amount of work or the student is receiving poor grades (or both).

In general, the EC will initiate the intervention process. The EC, together with the student and parent if possible, will develop an intervention plan and mail and email an intervention notice to the student and the family. Intervention plans may include, but are not limited to:

- Daily check in (student & EC)
- Daily report (EC to parent)
- Student/Parent/Teacher conference
- Creation of a weekly assignment calendar
- Assignment retakes
- Required attendance in one of the resource center programs
- Tutoring
- Curriculum change
- EC transfer
- Study skills counseling and planning

Progress through MTSS

An action plan as a result of a Student Support Team meeting will be tried for a period of at least two school weeks before reevaluation of student progress is made. If the student is not improving sufficiently an alternate action intervention plan is developed, in conjunction with the student team.

If, after implementing the MTSS cycle, a student is still not making adequate progress, usually due to a lack of student participation, the Charter School may determine that remaining in independent study is not in the best interest of the student and that student may be referred back to their district of residence. This is done only after a careful review of the student's academic progress, as well as the communication and support put in place by the student team, by a panel of administrators. Students and families are notified of this determination in writing and have the opportunity to appeal the decision and attend an appeal hearing to present their reasoning and changes that would be made in order for the student to find success in the independent study setting. Pivot is committed to ensuring that all possible attempts have been made in order to support students in finding success, while also ensuring that adequate educational progress is achieved.

Student Performance Guidelines

Students are expected to log in to the online curriculum website(s) on all school days and complete work. If a student is unable to complete the required work, contact with the EC must be made

immediately. The EC and student will create a makeup schedule when work needs to be completed. Students are expected to complete and pass at least 4 assignments as a daily average. Modifications can be made by the EC depending on the work that needs to be completed. This number of assignments is the total number of graded assignments to be turned in daily, not the number of assignments per class.

Remediation Policy

In an effort to provide support to all of our students in achieving academic success, Pivot Charter School Riverside offers several options for a student who does not do well on homework, tests, and exams in the form of multiple attempts and resets. In general, any assignment or test may be taken up to three times in an attempt to improve performance. Before retaking an assignment, a student should review the instructional material and contact their EC if they have any questions or concerns. If a student still does not pass an assignment after three attempts, the student MUST contact their EC to determine how to proceed. Oftentimes, the Educational Coordinator will require that the student sign up for tutoring or attend the online workshops that are offered in EVERY content class in which they are enrolled each block and seek support before the student is allowed to proceed.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY HIGH ACHIEVING

Pivot Charter School believes that all children possess gifts and talents that are unique and precious. High performing students at Pivot Charter School will benefit from all the same programmatic structures that low-achieving students do. They are identified by test scores and internal assessments. Students can rapidly progress in their academic studies as they are permitted to complete classes at a rate that is commensurate with their abilities. The curriculum has multiple opportunities for the high-achieving students to expand their knowledge and skills through higher-level inquiry and small group instruction as well as by offering 13 AP classes through the online curriculum. High achieving middle school students have the opportunity to take some courses for high school credit including certain electives as well as Algebra.

During the 2022–23 school year, Pivot Riverside recorded a single concurrent enrollment, which resulted in a successful passing grade of C or better. In 2023–24, the number of successful enrollments increased by 900% to ten, followed by an additional 80% increase in 2024–25, reaching 18 total college course enrollments. Notably, every concurrent enrollment during this three-year period resulted in a passing grade, representing a 1,700% overall increase in successful college course completions since 2022–23.

This growth reflects Pivot's ongoing commitment to expanding college access through strong partnerships with local institutions. Pivot offers annual college tours to Norco College and

Riverside City College, as well as visits from UC and CSU outreach representatives, allowing students to explore higher education options firsthand. Additionally, Pivot Riverside has recently signed a data-sharing MOU with the RCOE to participate in the CSU Early College Acceptance Program. Pivot Charter Riverside also maintains guaranteed admission agreements with CSU San Marcos, Sonoma State University, CSU Stanislaus, and CSU East Bay for students who complete A–G coursework, providing a clear pathway to four-year college opportunities.

Pivot Riverside further participates in the UC Eligibility in the Local Context program, expanding opportunities for high-achieving students to gain early consideration for admission to UC campuses. This initiative complements other college access programs, ensuring students have multiple pathways to both CSU and UC institutions.

Furthermore, Pivot Charter Riverside is an active member of the NCAA Eligibility Center, ensuring that student-athletes have access to verified academic and athletic pathways to collegiate programs. This participation underscores the Charter School's commitment to supporting students in pursuing higher education through both academic and competitive athletic opportunities.

PLAN FOR STUDENTS WHO ARE ACADEMICALLY LOW ACHIEVING

Students who are not meeting the standard on the CAASPP tests, or who are below or far below grade level on the i-Ready assessment in math or language arts, will be supported through the following methods:

Tutoring: Credentialed teachers provide tutoring to Pivot Charter School students during their designated time at the resource center.

Subject Specific Support Courses and Tutorials: If a student is struggling in a particular subject, they may be simultaneously enrolled in a support course or tutorial designed to target gaps in understanding. For example, if a student is taking Pre-Algebra, but is lacking some of the basic skills taught in 6th grade math, the student will be required to complete remediation in that area through i-Ready lessons and an opportunity for one-on-one tutoring that can focus on re-teaching material the student missed in their 6th grade math course. Additionally, if a student received an F grade or did not complete a subject in a previous year in grades K-8, they will receive a specialized course schedule plan that includes bridging courses which are designed to cover material that was previously missed as well as material from their current grade level. It is important to note that all efforts are made to keep or bring students up to grade level appropriate courses to ensure that adequate progress is being made while remediation is occurring.

i-Ready Instruction: Students in K-12 can participate in the i-Ready instructional plans that are developed after a student takes the i-Ready Diagnostic in Reading and Mathematics. These instructional plans are customized to support each student individually and build the skills that

were shown as deficient on the tests.

The online curriculum used at Pivot Charter School also meets the needs of exceptional students, students for whom English is not their first language and all students who enter below grade level by:

- building on existing reading, writing and math skills;
- placing the child at different levels for math and language arts as appropriate;
- encouraging kids to become active learners through exploration and discovery;
- encouraging and supporting students in concurrent enrollment;
- introducing new learning opportunities in a safe, supportive environment; and
- balancing learning with fun.

The computer is very engaging for some children. Some children, when faced with textbooks or non-interactive environments, exhibit ADD/ADHD-like behavior, but, when faced with an interactive system, are often successful in focusing and learning. The computer is impersonal so children on the Autism spectrum (specifically children with Asperger's Syndrome) learn well without the distraction of interpersonal relations.

Pivot Charter School serves students who have anxiety disorders and stress related illnesses as well as those with challenging health issues. The one-on-one assistance they receive, the individual pacing of the curriculum and the comfortable learning environment allows these students to thrive. Additionally, Pivot implements a program called Pivot P.R.I.D.E. that includes integrated Social Emotional Learning lessons in the curriculum, targeted SEL synchronous instruction in small groups once per week, and is incorporated throughout the program.



Pivot P.R.I.D.E. is an innovative and comprehensive school culture building initiative that aims to empower our students, staff, and caregivers by fostering a positive and inclusive learning environment. Each letter in P.R.I.D.E. represents a core value that we believe is essential for personal and academic growth: Perseverance, Readiness, Inclusivity, Dedication, and Excellence.

Through Pivot P.R.I.D.E., we strive to embed our school community with crucial social-emotional learning skills and enhance our overall school climate. This initiative goes beyond traditional academics, recognizing that the development of these important life skills plays a vital role in the success of our students both inside and outside the classroom.

Perseverance: We encourage our students to cultivate a growth mindset and embrace challenges as opportunities for personal growth. By teaching the importance of perseverance, we equip our students with the resilience to overcome obstacles and achieve their goals. This core value is tied to the SEL core competency of Self-Awareness.

Readiness: We believe in preparing our students to be adaptable and responsive to the ever changing world around them. Through a focus on readiness, we encourage our students to be proactive learners, equipped with the skills and knowledge necessary to succeed in an evolving society. This core value is tied to the SEL core competency of Self-Management.

Inclusivity: We celebrate and embrace the diverse backgrounds, perspectives, and experiences that make our school community unique. By promoting inclusivity, we foster an environment where all individuals feel valued, respected, and included. This core value

is tied to the SEL core competency of Relationship Skills.

Dedication: Dedication is a key value that drives our commitment to continuous improvement and lifelong learning. We encourage our students to set goals, work diligently, and take ownership of their education. This core value is tied to the SEL core competency of Responsible Decision Making.

Excellence: We believe in the pursuit of excellence, both academically and personally. Excellence serves as a guiding principle, inspiring our students to strive for their personal best in all they do, while maintaining high standards of achievement and character. This core value is tied to the SEL core competency of Social Awareness.

Pivot P.R.I.D.E. is a collaborative effort involving students, staff, and caregivers alike. By working together, we can create a supportive and nurturing environment that encourages the development of well-rounded individuals who are prepared to navigate the challenges and opportunities of the future.

Socioeconomically Disadvantaged Students

Socioeconomically disadvantaged students as well as foster and homeless students are assigned a credentialed teacher who has a proven track record of working well at supporting students and their families who are struggling. We refer to this EC as a special populations EC. They have additional duties and responsibilities to work with our counselors as well as our Community Liaison to ensure these students have access to resources and support beyond the Charter School. The Community Liaison position is new in the 2024-25 school year. The position focuses primarily on ensuring that Pivot has strong partnerships in the communities that support our students. All students are loaned chromebooks and some also receive internet hot spots to ensure students can access their curriculum in their homes.

PLAN FOR STUDENTS WITH DISABILITIES

Overview

Pivot Charter School Riverside shall comply with all applicable state and federal laws in serving students with disabilities, including but not limited to Section 504, the ADA, and the IDEA.

Pivot Charter School will be categorized as its own local educational agency ("LEA") for purposes of special education, and is a member of the El Dorado County Charter Special Education Local Plan Area ("SELPA") in accordance with Education Code Section 47641(a). (see appendix K - Letter of Good Standing with the El Dorado County Charter SELPA)

Pivot Charter School Riverside shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms. The Charter School may seek resources and services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

Any student with any disability may enroll at Pivot Charter School Riverside. Pivot serves all students who qualify for special education under the IDEA, regardless of disability category, severity of need, service intensity, or proximity to the resource center. Pivot does not limit access based on disability type, anticipated placement, or required services. Every eligible student is welcomed, served, and supported to the full extent of their Individualized Education Program (IEP).

Pivot Charter School Riverside shall be solely responsible for its compliance with Section 504 and the ADA. All facilities of the Charter School shall be accessible for all students with disabilities in accordance with the ADA. Pivot Charter School Riverside facility shall not present physical barriers that would limit an eligible student's full participation in the educational and extracurricular programs offered by Pivot Charter School Riverside.

Implementation of Special Education and Related Services at Pivot

Pivot Riverside has consistently maintained a student population of approximately 20% students with disabilities over the past five years. We believe this is due in part to our inclusive approach to education. Our general education program offers a supportive and personalized learning environment, with features such as small group instruction, flexible accommodations, and modified assignments. This inclusive approach makes the addition of individualized special education services smoother for many students, creating a more comfortable and successful learning experience. **In essence, our general education program acts as a strong foundation, making the addition of special education services even more effective.**

When a new student enrolls who has an existing IEP, the special education team reviews the IEP and arranges appropriate services to begin immediately either through contracted vendors (for low incidence) or the Pivot Education Specialist. An interim IEP is written during an IEP meeting held with parents, administrators, and educators to discuss the services that will be provided. During the IEP meeting, the Pivot team also shares information with the parents about how Pivot works for general education and special education. This is also the time that the special education team reviews the student's progress with the general education teacher, called an Educational Coordinator, and will discuss any additional needs the student may have.

All decisions about service delivery, placement, and transportation are made solely by the IEP team based on the student's unique needs. Decisions regarding service delivery method (virtual

vs. in-person) must always be an individualized IEP team decision.When needed and in accordance with their individual IEPs, students are grouped in pull out programs based on abilities, age, qualifications, and individual student needs.We encourage in-person services whenever the IEP team determines the student benefits from face-to-face instruction with a credentialed Education Specialist. We also recognize that some students, particularly those with anxiety, emotional challenges, or living in remote counties, struggle to attend in person. For students who benefit from in-person services but cannot access transportation, the IEP team considers transportation as a related service, consistent with IDEA.. Usually only students who have a medical release, or it is written into the IEP receive their services virtually. Pivot Charter School Riverside pays for transportation for students with an active IEP when it is written into their IEP.

It varies at each Pivot school, but generally there are three different Specialized Academic Instruction ("SAI") groups: elementary, middle, and high school. There are typically no more than 5 students in Specialized Academic Instruction groups. Groups are established based on primary disability and specific learning disability eligibility. Student IEP goals are measured in a variety of ways. Data is gathered through teacher observation, core class work samples, and through different programs used in the specialized academic instruction pull out time. MyLexia is a program that assesses student reading levels and then helps the student progress in their reading goals. Pivot Charter School also utilizes i-Ready to assess students' reading and math skills and approximate grade level placement.

The majority of students who qualify for special education at Pivot have specific learning disabilities, but there are also many students with significant emotional challenges, most frequently with depression and anxiety. Students frequently come to Pivot because they have not been able to progress in traditional school settings due to these emotional struggles. When they first arrive, Pivot will establish counseling services for the student and attempt to have them come to the resource center at least one day per week to meet with the counselor and education specialist for academic support. The hope is to increase their time at the facility, as they are helped to become more comfortable in the academic setting. Some students, especially those with high levels of anxiety or stress, choose to come after hours, when other students are not at the resource center.

In addition to students with learning disabilities and emotional challenges, Pivot serves students on the autism spectrum, or with orthopedic impairments and some who are hard of hearing. Many of our students come to us after being out of school for some time and may have overdue IEPs, or have changed schools many times and have missing records or incomplete assessments. Pivot has also served students living in group homes or foster homes, as well as students who are homeless. Pivot has met all of our mandated special education timelines throughout the years, despite the complex situations our students are experiencing.

Riverside Eligibility Category	# of Students

Autism (Aut)	15
Other Health Impairment (OHI)	17
Specific Learning Disability (SLD)	13
Other	5

Student IEP meetings are held at least two weeks prior to the student's IEP due date, and a copy of the existing IEP is sent home to parents a week before the meeting. This provides the parent time to review the current IEP and have questions ready at the meeting. Parents are also always contacted during the IEP writing process and asked what concerns they may have relevant to their student's learning.

Pivot Charter School Riverside has three Education Specialists who oversee special education at the local resource center, under direction from the Pivot-wide Director of Special Education. Each Pivot school also has an Educational Psychologist, two counselors and myriad service providers who are contracted to serve students with low incidence disabilities. The Education Specialist's day is spent serving students directly, catching up with students and tracking goals, and collaborating with vendors such as a speech therapist, counselor or occupational therapist. In partnership with the Director of Special Education, the Education Specialist's job is to maintain communication with the Educational Psychologists and various vendors. Based on each student's IEP, service providers may see a student 1-5 times a week. The Education Specialist gives the service providers student goals at the beginning of each semester. The Education Specialist catches up with service providers on a weekly basis, and is always aware of any outside work that the student is working on. The Education Specialist also works closely with the student's Educational Coordinator to ensure that the student is working in their classes and are on track to finish by the end of the semester. These supports are implemented so there is no slipping through the cracks at Pivot Charter School.

Services for Students under the "IDEA"

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all County or SELPA inquiries, to comply with

all SELPA directives, and to allow the County or SELPA access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

Immediate Procedures Upon Enrollment (CALPADS Verification & Interim IEP)

Upon enrollment, Pivot immediately verifies the student's status in CALPADS, reviewing the following fields to ensure continuity of services:

- Student with Disabilities Indicator
- Special Education Plan
- Special Education Services
- Special Education Meeting History
- Primary Disability and Secondary Disabilities

This allows us to assign an appropriate case manager before the first day the student receives instruction.

Staffing

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

The Charter School will be 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. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Education Specialists serve as case managers and are responsible for coordinating, implementing, and monitoring IEP services in collaboration with the Director of Special Education, Educational Coordinators, school psychologists, counselors, and contracted service providers. Education Specialists regularly review provider service logs, student progress toward IEP goals, and service delivery timelines to ensure compliance and continuity of services.

All Education Specialists provide services both on site and remotely to ensure students receive support in the instructional modality that best meets their individual needs, as determined by the IEP team. For students receiving virtual services, Pivot Charter School Riverside may assign an Education Specialist from another Pivot campus, as geographic location does not impact the

delivery of virtual instruction. This staffing model ensures timely service delivery and access to appropriately credentialed personnel regardless of student location.

Pivot Charter School Riverside maintains oversight of all contracted and itinerant service providers through ongoing supervision and review of service documentation to ensure adherence to SELPA guidelines, credentialing requirements, and IEP service minutes.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School will adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement 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 general education program have been considered, and where appropriate, utilized.

The Charter School will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Pivot follows SELPA assessment and child find procedures, including:

- Parents may request an assessment at any time, verbally or in writing.
- Pivot responds with prior written notice and an assessment plan within 15 days.
- Assessments are completed within 60 days unless extensions are agreed upon.
- We conduct multidisciplinary, nondiscriminatory assessments.
- Child Find obligations exist continuously, not only after general education interventions.

Assessments

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

IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program ("IEP") meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Director of Special Education and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student, if appropriate; the student's parent/guardian; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

Pivot convenes and documents all IEPs consistent with IDEA timelines:

- Annual IEPs
- Triennials
- 30-day interim IEPs
- Amendment meetings
- Parent-requested IEP meetings (held within required timelines)
- Emergency or review meetings as needed

Parents are full participants. We offer:

- In-person or virtual meeting options
- Interpreter services
- Copies of assessments and all communication in parent-preferred languages

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student's

progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Pivot has internal monitoring procedures that include:

- Weekly review of service logs
- Immediate action plans if service minutes fall behind
- Communication with families within 48 hours to resolve concerns
- SELPA support for dispute resolution and compliance monitoring

We maintain full alignment with SELPA dispute-resolution pathways.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Within 30 days, Pivot convenes an Interim IEP meeting to:

- Confirm services
- Verify accommodations and modifications
- Ensure the student can access FAPE in a personalized independent study model
- Determine whether any adjustments are needed
- Consider the continuum of placement options, including in-person and virtual access as appropriate

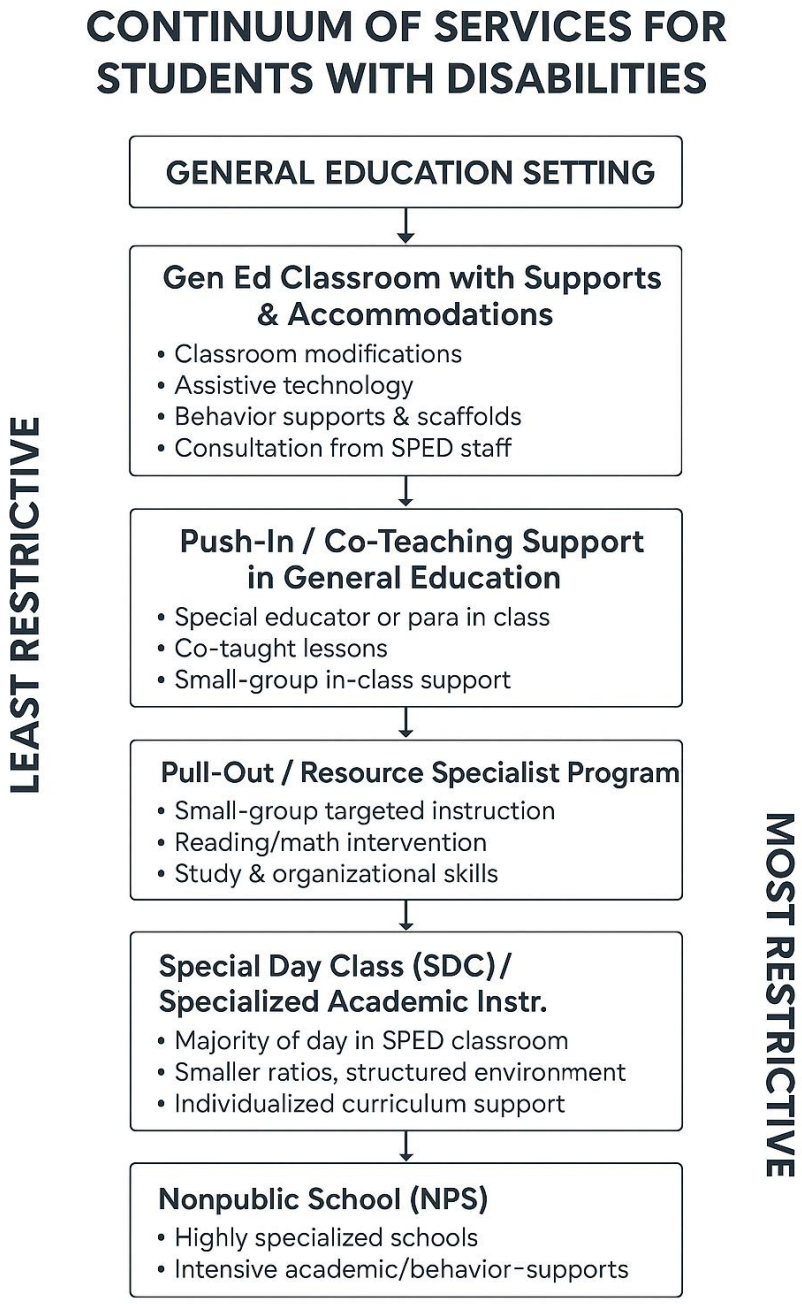
This process ensures full compliance with SELPA guidelines for interim placement.

Service Delivery Model & Continuum of Services

Pivot provides the full continuum of placement options required under IDEA and SELPA local plans and policies. A diagram of Pivot's continuum is below.

Students are served in:

- General education with accommodations and supports
- General education with push-in support
- Pull-out resource services in very small groups (typically 2–4 students)
- Specialized Academic Instruction for Mild-to-Moderate Support Needs (MMSN)
- Specialized instruction for Extensive Support Needs (ESN)
- Contracted services for related services (speech, OT, PT, counseling etc…)
- Placement in NPS or other more restrictive settings when the IEP team determines it is necessary to provide FAPE



Placement decisions are always based on the student's unique educational needs, not solely on the disability category.

Description of Pivot's Special Education Programs

Mild to Moderate Support Needs Program

- Designed for students with:
- SLD
- Mild Intellectual Disability
- Autism (mild/moderate)

- Emotional Disturbance
- OHI/ADHD

Supports include:

- Small-group pull-out (2–4 students)
- 2-3 sessions weekly with credentialed specialists
- Grade-level access with accommodations and modifications
- Organizational skills instruction
- Social-emotional support integrated into instruction

Extensive Support Needs Program

- Designed for students with:
- Severe or moderate-to-severe Autism
- Multiple Disabilities
- Deafblindness
- Significant ID
- Severe ED requiring intensive support

Supports include:

- Highly individualized instruction
- Functional skills instruction
- Communication and adaptive behavior supports
- A specialized curriculum (TeachTown) selected for its suitability in independent study+structured intervention models
- Frequent virtual or in-person sessions based on the IEP team's decisions

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of the student's disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by

parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it will be subject to the allocation plan of the SELPA.

PLAN FOR STUDENTS UNDER SECTION 504

Pivot Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the charter school. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504. Pivot Charter School has written policies and procedures that outline the requirements for identifying, evaluating, and serving students with a Section 504 plan.

The Section 504 Coordinator is served by an individual who is trained to serve in this capacity.

A 504 team shall be assembled by the Section 504 Coordinator and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The 504 team shall 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, which shall evaluate the nature of the student's disability and the impact upon the student's education. This evaluation shall 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 including those tailored to assess specific areas of educational need and not merely those that 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 under Section 504 is made by the 504 team in writing and noticed in writing to the parent(s) or guardian(s) 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 special education assessment 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 a free appropriate public education ("FAPE"). In developing the 504 Plan, the 504 team shall consider all relevant information used during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff. The 504 Plan shall describe the disability, the impact of the disability, and 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 Section 504 Plan. The Section 504 Coordinator will ensure that all individuals who are involved with the student's education are implementing the plan as previously determined by the 504 team. A copy of the 504 Plan shall be maintained in the student's file. Each student's 504 Plan shall be reviewed at least once per year to determine the appropriateness of the plan, needed modifications to the plan, and continued eligibility.

Upon enrollment, students who transfer to Pivot Charter School and have an active Section 504 plan will receive appropriate accommodations based on their 504 Plan.

Pivot Charter School Counselor

Pivot Charter School recognizes that a successful education extends beyond academics. Mental health, motivation, and social emotional support play a crucial role in a student's overall well-being. Recognizing this need, Pivot Charter School has a school counselor in place to provide students with the additional individualized support that they may need to be successful in their

academic careers and to promote an overall well-being. The school counselor is available to students, families, and staff in various capacities including, but not limited to, the following: School-wide crisis planning and prevention, crisis support suicide prevention, intervention, and postvention, academic support and intervention, bully prevention, community referrals, and more based on the needs of our unique student population. Additionally, the school counselor provides conflict resolution skills and strategies, behavioral support, and counseling support services. The school counselor also works with Pivot Charter School staff through consultation when working with students who are facing academic and emotional challenges or concerns. The school counselor is active in working with staff to provide training pertaining to issues of crisis response, mandated reporting, and suicide prevention, intervention, and postvention. In addition to traditional counseling, Pivot's school counselor has also received additional training in distance counseling in order to effectively provide counseling services to students who are virtual learners. Due to the unique Pivot Charter School environment and the variety of student needs, the counselor plays a critical role in supporting students who are dealing with various concerns in order to achieve success in education.

Counseling / Behavioral Health Referrals

Behavioral Health Referral Protocols

Pivot Charter School maintains procedures for identifying and supporting students who may benefit from behavioral health services. Referrals may be initiated by students, parents/guardians, school staff, or other individuals with knowledge of a student's needs. Upon receiving a referral or identifying a concern, designated school personnel will review the student's needs, consult with the student and parent/guardian as appropriate, and provide information regarding available school-based and community behavioral health resources. When warranted, Pivot Charter School may facilitate referrals to outside service providers and will coordinate support efforts consistent with applicable privacy laws and parental consent requirements. Staff members receive training on available referral pathways and procedures for connecting students to appropriate behavioral health services.

PLAN FOR ENGLISH LEARNERS

Pivot Charter School will meet all applicable legal requirements for English Learners, including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. Pivot Charter School Riverside will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Home Language Survey

Pivot Charter School Riverside will administer the home language survey upon a student's initial enrollment into a California public school (on enrollment forms).

English Language Proficiency Assessment

All students who indicate that their home language is other than English will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment ("IA")

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

- Summative Assessment ("SA")

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

Both the ELPAC SA and IA are administered in seven grade spans – K, 1, 2, 3-5, 6-8, 9-10, and 11-12. In K and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups exclusive of speaking, which is assessed one-on-one. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2nd grade will continue to be administered as a paper-pencil test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

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

of that school year.

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

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

Reclassification Procedures

Pivot Charter School Riverside shall reclassify EL students in accordance with (or as specified by) Education Code Section 313(f), as it may change from time to time.

Strategies for English Learner Instruction and Intervention

The goal of the Pivot Charter School's English Learner plan is to utilize high quality instructional programs and services for English Learners that allow them, as quickly as possible, to achieve at the same challenging grade level standards as native-English-speaking students. Pivot Charter School will meet all requirements of federal and state law to provide equal access to the curriculum for English Learners. The Charter School is dedicated to providing these students with an exceptional education, transitioning them into English proficiency as soon as possible. However, the Charter School also recognizes the importance of valuing students' native languages and will reinforce an appreciation for the cultures, customs, and languages of all its students through the Charter School's core curriculum as it focuses on building lifelong learners and community engagement.

The Pivot Charter School curriculum has a dedicated English Language Development curriculum that builds on Multi-lingual Learners existing linguistic strengths in order to accelerate their English language proficiency in reading, writing and speaking. In addition, the Pivot online curriculum provides language support resources and allows students to translate course content into their native language.

Support services for EL students including long-term English Learners or English Learners at risk of becoming long-term English Learners, will include one or more of the following, as needed and appropriate, which services are further detailed below the bulleted list which follows:

- Foundational or "Bridging" Courses which are core content courses that "fill in the gap" of lower grade level material in which students may be deficient
- Designated and integrated English Language Development at the level appropriate for the student

- i-Ready assessments and curriculum that assesses gaps and creates individual and adaptive remediation curriculum
- Small group and one-on-one instruction
- Hands on learning activities to increase engagement
- Connection with the local community college
- High School AP classes, as appropriate.
- Primary language instruction/support
- Participation in Benchmark, Strategic or Intensive interventions
- Tutoring in native language

Students are not excluded from curricular and extracurricular activities based on an inability to speak and understand the language of instruction, and EL students are not assigned to special education because of their lack of English proficiency.

Parents whose English proficiency is limited will receive notices and information from the Charter School in their native language to the extent possible in order to encourage full participation in the Charter School.

Pivot will engage in an ongoing process of review and improvement for its ELD program. Pivot will invest in professional development, provide time for educators to collaborate and leverage the collective knowledge and expertise of all educators, Pivot-wide. Pivot understands that clear expectations on how the ELD program will be facilitated will require ongoing "coaching." Pivot delegated an experienced and trained teacher as an ELD lead to help oversee the ELD program, Pivot-wide, to support consistency of ELD messaging, training, program implementation and evaluation.

The percentage of English Learners of Pivot Riverside continues to increase, which we expect to continue at the Charter School:

School Year	2021-22	2022-23	2023-24	2024-25
EL	5	7	11	12
RFEP	12	10	8	13
Total	17	17	19	25
Total %	12.4%	12.1%	11.8%	14.7%

CDE DataQuest

The expanding ELD program at Pivot has transitioned from a primarily integrated approach across all curriculum with individual supports to ensure English acquisition, grammar and a focus on English as a Second Language to a more structured integrative approach with focused and designated instruction for Multilingual (English Learner) students.

Pivot's aim is that English learners, including long-term English Learners or English Learners at risk of becoming long-term English Learners, will be successful not just in an ELD "class," but as lifelong learners capable of expressing themselves and understanding language and context and nuances across all academic content. At Pivot, this means utilizing an engaging research-based curriculum with a specific focus on Long-Term English Learners, such as our current ELD curriculum developed by Dr. Kate Kinsella, *English 3D* , ensuring access to the curriculum with individual and small group supports, and recognizing that a full understanding of language is essential for students to comprehend all content areas.



The ELD program at Pivot uses integrative and designative approaches to ELD in direct, structured and meaningful ways. All staff at Pivot have received greater training in the ELD standards, with the aid of our designated ELD teacher and coordinator, and will include CDE's emphasis on the use of the ELD standards:

The ELD Standards are not to be used in isolation from the CCSS for ELA/Literacy and other State Standards during academic content instruction. Instead, they are designed, and should be used, as a complement to the CCSS for ELA/Literacy and other academic content standards. It is fully expected that all English Learners will receive high-quality instruction based on both the CCSS for ELA/Literacy and the ELD Standards.

 The ELD Standards are not to be used piecemeal at a given proficiency level. To be used appropriately and effectively, standards articulated in both "Part I: Interacting in Meaningful Ways" and "Part II: Learning About How English Works" should be used in tandem in strategic and purposeful ways.

 The ELD Standards do not provide an exhaustive list of all the linguistic processes and resources that ELs need to develop in order to be successful in school. This is especially the case

with regard to disciplinary literacy. The ELD Standards do, however, provide descriptions of knowledge and skills that are essential and critical for development, which teachers and curriculum developers can both unpack and expand upon in order to provide a comprehensive instructional program for ELs.

DESIGNATED ELD

Designated ELD is provided by skilled teachers throughout the week (either online in the afternoons or at the resource center). ELD sessions will guide students through the ELD curriculum with a focus on engagement, particularly speaking and listening, during the synchronous workshop times. Students will also have access to their designated ELD curriculum independently and will be expected to complete independent reading and writing tasks. Through ELD students will advance their English vocabulary, sentence structure and grammar while engaging in close reading, academic interactions, formal writing and presentation on contemporary, high-interest topics. In addition, students in ELD will have a focus on community building and recognizing their strengths as Multilingual Learners including enrichment opportunities such as field trips aligned with the curriculum topics. Students in the Foundational ELD group will have a stronger focus on grammar and vocabulary, as well as speaking, as they become more comfortable utilizing the English language in both formal and informal settings, with many opportunities to practice. Students will be placed in either Advanced or Foundational ELD courses based on their proficiency levels as outlined below. All content in designated ELD is aimed at preparing students for success in English Learner Proficiency assessment and across all content-area courses.

Pivot Designated ELD will:

- Focus on ELD Standards and connect to content standards.
- Be protected time to develop language skills, including an emphasis on academic reading, writing and speaking.
- Focus on meaning, forms, and functions of the English Language.
- Uses frequent formative and corrective feedback for language development.
- Focus on providing extended opportunities for students to use English to interact in meaningful ways. The class will be full of opportunities for extended discourse.

Because students do not necessarily engage in all classes through interactive methods, the Designated ELD will be where Pivot will primarily address the first two phases of the ELD standards which include:

Part I: Interacting in Meaningful Ways

A. Collaborative (engagement in dialogue with others)
    1. Exchanging information and ideas via oral communication and conversations
    2. Interacting via written English (print and multimedia)

3. Offering opinions and negotiating with or persuading others
4. Adapting language choices to various contexts

B. Interpretive (comprehension and analysis of written and spoken texts)

5. Listening actively and asking or answering questions about what was heard
6. Reading closely and explaining interpretations and ideas from reading
7. Evaluating how well writers and speakers use language to present or support ideas
8. Analyzing how writers use vocabulary and other language resources

C. Productive (creation of oral presentations and written texts)

9. Expressing information and ideas in oral presentations
10. Writing literary and informational texts
11. Supporting opinions or justifying arguments and evaluating others' opinions or arguments
12. Selecting and applying varied and precise vocabulary and other language resources

In Part II, "Learning About How English Works," the headings identify key *language processes:* "Structuring Cohesive Texts," "Expanding and Enriching Ideas," and "Connecting and Condensing Ideas."

Part II: Learning About How English Works

A. Structuring Cohesive Texts

1. *Understanding text structure* and organization based on purpose, text type, and discipline
2. *Understanding cohesion* and how language resources across a text contribute to the way a text unfolds and flows

B. Expanding and Enriching Ideas

3. *Using verbs and verb phrases* to create precision and clarity in different text types
4. *Using nouns and noun phrases* to expand ideas and provide more detail
5. *Modifying to add details* to provide more information and create precision

C. Connecting and Condensing Ideas

6. *Connecting ideas* within sentences by combining clauses
7. *Condensing ideas* within sentences using a variety of language resources

INTEGRATED ELD

The integrated ELD will be provided to English Learners throughout the online curriculum across all subjects by all teachers of English Learners. The ELD Standards will be used in tandem with the CCSS for ELA/Literacy and other State Standards to ensure students strengthen their abilities to use English as they simultaneously learn content through English. Understanding of the content will be expected in tandem with understanding of English. Prior methods focused on students understanding English well enough to understand the content AFTER they learn English. The foundational question to the integrative approach is now; "What are the language demands for accessing and participating in this content at this moment?" The Educational Coordinators assigned to each student are responsible for overseeing students' entire coursework and making sure they get students the support they need in each subject area. They are responsible for ensuring that all of their students get the support they need to comprehend and engage in all content. For the English Learners they will always be asking: "What are the language demands for accessing and participating in this content?" and they will ensure that the students get the support they need. There will also be additional PLC and collaboration time for Educational Coordinators to focus on these topics and receive training on additional ways to support their English Learners across content areas.

Pivot Integrated ELD will:

- Focus on content standards. ELD standards are integrated and connected to content.
- ELD is provided throughout the online curriculum classes. Student's EC is responsible for ensuring students get the support they need.
- Focus on content learning and the academic language necessary for successful learning of the content, as well as transmission of that learning to others.
- Focus on providing multiple opportunities to master the content learning through retests, rewrites and participation in small group learning in content workshops.

The simple way of differentiating integrated and designated ELD is that Integrated ELD happens DURING each core subject the student is engaged in through the online curriculum. With support from their assigned EC and other teachers who the EC engages to assist the student in their core content, students learn English through learning content classes. Designated ELD happens on its own time, with an ELD teacher either during program time at the resource center or online in GoogleMeet video call formats.

The Charter School's Multi-Tiered System of Supports addresses barriers for students who may be struggling in a given area, including their English Language Development, and would utilize various support opportunities such as higher level of attendance to the supplemental on-site program, additional tutoring, required core-content workshops, and/or utilization of language support tools (translation, etc.).

Proficiency Level Descriptors ("PLD")

The organization of the PLDs represents English language development as a continuum of increasing proficiency in language learning and use, starting with native language competencies that students possess when they enter school, and concluding (though not ending) with lifelong language learning that all language users engage in. The three levels represent the stages of English language development, describing expectations for how well students can understand and use the English language at each level as they continue to build on existing language skills and knowledge.

The concepts covered during ELD depend on the English Proficiency Levels of the students, not their grade level. The concepts taught in ELD classrooms are the same for a 7-year old, a 10-year old, or an adult if they are at the same ELD proficiency level. For example, all Beginning English Learners would be taught Phonemic Awareness and Phonics because they need to learn the connection between the sounds and letters of English. Since the goal of ELD is to develop native-like fluency, English Learners must be taught at increasing levels of complexity as their language proficiency advances. Many ELD standards repeat the same concepts across different proficiency levels. For example, standards call for Emerging, Expanding, and Bridging students to be taught to expand sentences using adverb phrases. These lessons must cover the same concept (adverb phrases) but with increasing complexity. In ELD, students use increasingly sophisticated language for authentic purposes as they move through the curriculum. Additionally, we are committed to ensuring that all content in ELD utilizes engaging, appropriate and authentic texts that reflect the experiences of our Multilingual students and their lives.

PLDs at Pivot (From CDE guidelines)

Emerging : Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

Expanding : Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level.

Bridging : Students at this level continue to learn and apply a range of high- level English language skills in a wide variety of contexts, including com- prehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade-level tasks in *all* content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

Pivot Charter School Riverside will utilize the continuum of ELD proficiency level as the basis for evaluating student proficiency and ELD program delivery.

Monitoring and Evaluation of Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement, including English Learner progress over time.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

TRANSFERABILITY OF COURSES TO OTHER PUBLIC HIGH SCHOOLS AND ELIGIBILITY OF COURSES TO MEET COLLEGE ENTRANCE REQUIREMENTS

Pivot Riverside has received full accreditation. While it is not the mission and intent of Pivot Charter School Riverside to focus on getting all students into college, it is the mission of the Charter School to keep students in high school and help them graduate. Students and parents are notified of course transferability and eligibility of courses to meet college entrance requirements through the annual distribution of the student and parent handbook and through guidance meetings that occur monthly with their EC.

A-G Course Approvals

Pivot Charter School maintains a course list with the University of California and currently offers almost 400 A-G approved high school courses. These courses are primarily online courses offered through our curriculum providers, and there are plans to expand our UC course list to include site based Pivot courses as they are developed. Curriculum providers such as Apex Learning and eDynamic work closely with UC to ensure their courses meet A-G requirements, and curriculum providers are responsible for obtaining the initial A-G approval from UC for each of their courses. UC has created a streamlined process by which Pivot specifies how we use individual courses from each curriculum provider, and UC subsequently approves Pivot's implementation of each course so that it may be added to our A-G course list.

INDEPENDENT STUDY

Laws and Regulations

Pivot Charter School Riverside shall comply with all applicable state laws regarding independent

study, including, but not limited to, the following:

Written Policies

Pivot Charter School Riverside has adopted a written policy on independent study. The independent study policy includes, but is not limited to, the following:

- The maximum length of time, by grade level and type of program, that may elapse between the time an independent study assignment is made and the date by which the student must complete the assigned work.

- The number of missed assignments that will be allowed before an evaluation is conducted to determine whether it is in the best interests of the student to remain in independent study. A written record of the findings of any evaluation made pursuant to this subdivision shall be maintained in the student's permanent record.

- A requirement that a current written agreement ("master agreement") for each independent study student shall be maintained on file.

Independent Study Master Agreements

Pivot Charter School Riverside maintains on file a current written master agreement for each independent study student. The master agreement contains, at minimum, the following information:

- The manner, time, frequency, and place for submitting a student's assignments, for reporting the pupil's academic progress , and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.

- The objectives and methods of study for the student's work and the methods utilized to evaluate that work.

- The specific resources, including materials and personnel that will be made available to the student. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.

- A statement of the policies adopted regarding the maximum length of time allowed between the assignment and the completion of a student's assigned work as well as and the number of missed assignments allowed prior to an evaluation of whether or not the student should be allowed to continue in independent study.

- The duration of the independent study master agreement. No independent study agreement shall be valid for any period longer than one school year.

- A statement of the number of course credits, or other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion.

- The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no student may be required to participate.

- A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English Learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504, pupils in foster care, pupils experiencing homelessness, and/or pupils requiring mental health supports.

- Each written agreement shall be signed, prior to the commencement of independent study, by the student; the student's parent, legal guardian, or caregiver if the student is less than 18 years of age; the certificated employee who has been designated as having responsibility for the general supervision of independent study; and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable.

Prohibition against Provision of Funds or Things of Value

Pivot Charter School Riverside shall not provide any funds or other things of value to the student or the student's parent or guardian that a school district could not legally provide to a similarly situated student of the school district or to the student's parent or guardian.

County or Adjacent County Residents

Pivot Charter School Riverside may only receive funding for the provision of independent study to students who are residents of Riverside County or who are residents of a county adjacent to Riverside County. Per Education Code, students who move away from the county of authorization or an adjacent county are still allowed to remain enrolled in Pivot Charter School Riverside and generate average daily attendance ("ADA") for the remainder of the school year only.

Teacher/Student Ratio

Pivot Charter School Riverside complies with Title 5 California Code of Regulations Section 11704 and Education Code Section 51745.6 regarding FTE to ADA limits.

School Calendar

As required by law, Pivot Charter School Riverside will offer at least 175 instructional days each year as required under Title 5, California Code of Regulations, Section 11960.

Instructional Minutes

Pivot Charter School Riverside shall offer, at a minimum, the same number of minutes of instruction set forth in Education Code Section 47612.5(a)(1).

Contemporaneous Records of Attendance

Pivot Charter School Riverside maintains written contemporaneous records that document all student attendance and makes these records available for audit and inspection. "Attendance" means the attendance of the Charter School students while the students engage in educational activities required of them by Pivot on days when school is actually taught in the Charter School. "Regular average daily attendance" is computed by dividing the Charter School's total number of student-days of attendance by the number of calendar days on which school was actually taught. For purposes of determining the Charter School's total number of student-days of attendance, no student may generate more than one day of attendance in a calendar day.

For independent study students, parents/guardians/or students aged 18 or over, Pivot Charter School Riverside will keep a daily log of engagement in educational activities and participation in synchronous and asynchronous instruction and live interaction. This is maintained signed contemporaneously by the certificated teacher of record. Additionally, the certificated teacher of record will document and personally judge, in each instance, the extent of the time value of the student work product.

PROFESSIONAL DEVELOPMENT

Teachers are required to attend weekly staff meetings, 10 monthly professional development trainings throughout the year, and five preparation and staff development days before the school year starts.

All Pivot Charter School staff are trained in the use of the online curriculum and assessment systems by the curriculum training staff. Teachers, counselors, registrar, and administrators will learn how to run appropriate reports on student learning and assessment. Teachers and counselors will be able to log in as a student, parent/guardian, or educator and utilize all aspects of the online curriculum programs. The online curriculum companies will also train teachers on the alignment of the curriculum to the State Standards as teachers review the scope and sequence of the courses and review course objectives. Pivot Charter School teachers will begin formulating additional group and individual projects that students can complete at our Resource Center to supplement the curriculum. As projects are created they will be added to the online curriculum.

Teachers will engage in pre-school opening training for a period of five days. Three of these days will cover curriculum, systems, and assessment topics. In addition to curriculum and systems training, teachers will receive two days of personnel training (child abuse reporting, sexual harassment training, labor practices, fire drills, health issues, etc.) and team building activities.

In addition to training on the online curriculum and associated systems, teachers will be trained in serving students in a learning lab or learning studio environments with students working primarily on computers. Additional professional development training for teachers will be conducted once a month (there are staff meetings weekly, but once a month, these meetings will be professional development-related rather than covering school operations and student issues). These training

sessions will occur in some of the topics listed below. In some cases, outside resources will be hired to present the topics in their areas of expertise. The Executive Director ("ED") will conduct other training and work with the teachers to establish the agenda so that it meets the needs of the teachers. This is not a comprehensive list and may be revised based on teacher and student needs.

Professional Development Topics:

- Serving students with special needs
- Serving at-risk and homeless students
- 504 accommodations
- Project based learning
- Supporting students in virtual learning
- Using assessment data to inform instruction and developing educational programs
- Student goal setting
- Service learning
- Teaching writing strategies and comprehension
- SBAC test taking strategies
- Student-led conferences
- Reflection on the year strategic planning
- ELD
- New topics as required by law
- End of year close-out

Teachers will also be requested to suggest additional topics for professional development based on their needs throughout the year. There is a formal process whereby staff may request professional development in areas of interest the knowledge of which would support our students.

Teachers are encouraged to read professional journals, attend webinars, and join professional teaching organizations like the National Science Teachers Association ("NSTA"). Other professional development opportunities include Advanced Placement workshops and attendance at conferences such as the annual International Council for Online Learning ("iNACOL").

ANNUAL GOALS AND ACTIONS TO BE ACHIEVED IN THE STATE PRIORITIES

In accordance with Education Code Section 47605(c)(5)(A)(ii), a reasonably comprehensive description of the Pivot Charter School Riverside annual goals for all pupils and for each subgroup to be achieved in the state priorities and the specific annual actions to achieve those goals are described in Appendix A, which contains Pivot Riverside's LCAP, which will apply to the Charter School in its first year of operation, providing a reasonably comprehensive description of student goals and actions in the State Priorities. A copy of the most recently published LCAP is posted to the Charter School's website at: Pivot Riverside LCAP

A DAY IN MY LIFE AS A PIVOT STUDENT

It's every teenager's worst nightmare – the alarm goes off on Monday morning. The weekend was too short, as always, and now it's time to get ready for school. I'm not on my way to what you would call a "traditional" High School, though, I attend Pivot Charter School. The regular High School thing wasn't really working out for me, so my parents and I decided that a school that offered independent study and one-on-one support would be better for me. I arrive at 8:30 a.m., and at 8:45 a.m. we start our morning activity. On Mondays, we share current events that happened over the weekend. I always find out something new, and it's nice to have a reason to stay at least a little bit updated on what's happening in the world.

My Educational Coordinator and I decided that Monday should be "Math Monday." I dislike Algebra as much as the next person, so I wasn't happy about this at first. It has worked out pretty well though, as the Math teacher at my Resource Center teaches an open Math workshop every Monday from 9:30 to 10:15 a.m. I can get situated, take a look at the lesson, and prepare any questions I might have for him before I head into the workshop. Since Math isn't my strongest subject, it's nice to get the extra help.

10:15 a.m. is break time, and I head outside to eat my snack and catch up with my friends to see how their weekends were. When I first came to Pivot, I was worried that I would miss out on the social parts of school, but I get along with my classmates at the Resource Center really well (sometimes a little too well, as we have to be reminded to stop talking and focus on our work). After break I have some time to focus on my work independently, but the teachers are always around if I have any questions.

I can attend the resource center every day and attend workshops and do projects that teachers are working on with students but Tuesdays and Thursdays are my "work from home days." On these days I don't go into the resource center, so I like to work on my History and English classes. These are the classes I like the most and feel most confident in and I usually get pretty good grades working independently. But it is actually harder being at home – I have to be so much more independent. When I'm working on a project or an essay, I still like to talk to my English teacher at the Resource Center before turning in a final draft. It can be distracting working from home, but if I'm binge-watching something on Netflix and haven't even started anything until noon, I can always expect an email or text from my EC checking in; that's when I know I better get started.

Speaking of English class, I was excited to find out that this year I could take a Creative Writing class! It is definitely more work than I thought it would be at first, but I'm having fun with the writing assignments. My English teacher even says she can submit some of my stories to get them published! How cool is that? I'm also a part of the school newspaper. We meet twice a month: once to brainstorm what to write about and then again to edit what we've written. Everyone works together on different columns based on what they like. I'm the "Entertainment Reporter", so I find out what shows and movies my fellow students are most excited about, as well as giving occasional movie reviews and entertainment news. Once a month, we publish the newsletter for everyone that attends my Resource Center.

I am looking forward to two field trips coming up. One is a hike in a local park while we do clean up duty and one is ice skating which I am really excited about because I have never done it before, but neither has anyone else at school. I like that we have these opportunities to socialize and experience new things. It is easier for me to enjoy these trips and even our crazy pajama day Fun Friday or 80's day since this is such a small school. I don't have to deal with the anxieties of the peer pressures at Pivot. I am not ridiculed for being smart and my best friend is not ridiculed for being behind in her credits. We are just accepted. The teachers tell us they are meeting us where we are at and that everyone deserves a new start.

Well I have to get back to my work now. I failed a test yesterday and I just finished reviewing the material and doing a few more assignments for that test so my teacher is going to reset it for me to retake. And then I have to do my journal writing and an essay for science. It's kind of weird that I never get to meet the teacher who grades my written science or English papers but they always give me fair and useful feedback that I learn from. Imagine that?!

II. MEASURABLE STUDENT OUTCOMES

Governing Law: 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 charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. Education Code Section 47605(c)(5)(B).

Pivot Charter School Riverside is committed to providing all of its students with an excellent, high-quality education. In order to achieve this goal, high student achievement as measured by national, state, local, and Pivot Charter School Riverside measures must be achieved. Goals for student and school outcomes are continually refined and developed to reflect the changing needs of the Charter School.

Goals, Actions, and Measurable Outcomes Aligned with the Eight State Priorities

In accordance with Education Code Sections 47605(c)(5)(A)(ii) and 47605(c)(5)(B), a reasonably comprehensive description of the Pivot Charter School Riverside annual goals, actions and measurable outcomes, both schoolwide and for each subgroup of pupils, in and aligned with the Eight State Priorities as described in Education Code Section 52060(d), can be found in the Pivot Riverside Local Control and Accountability Plan. Each of these goals addresses the unique needs of all students attending the Charter School, including our numerically significant student subgroups. The metrics associated with these goals help the Charter School to ensure that these specific subgroups are making satisfactory progress, and are provided with necessary additional supports made possible by the Local Control Funding Formula.

The current LCAP is available in Appendix A, which contains both a summary version of the LCAP, highlighting student outcomes, and also the LCAP and annual update for Pivot Charter School Riverside.

Local Control and Accountability Plan
The Charter School shall annually update and develop the LCAP in accordance with Education Code Section 47606.5 and shall use the LCAP template adopted by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term through the annual LCAP update. The Charter School shall submit the LCAP to the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall also present a report on the annual update to the LCAP and the local control funding formula

budget overview for parents each year as part of a nonconsent item at a regularly scheduled Board meeting.

The LCAP and any revisions necessary to implement the LCAP shall not be considered a material revision to the charter and shall be maintained by the Charter School at the school site.

III. METHODS OF ASSESSMENT

Governing Law: 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. Education Code Section 47605(c)(5)(C).

The methods for measuring pupil outcomes are consistent with the way the Charter School will report information on its School Accountability Report Card ("SARC"). Numerous assessments are listed here that are not reported on the Charter School's accountability report card but which the Charter School will use to gain a fuller picture of student achievement. Pivot affirms that, 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.

The assessment plan for Pivot Charter School is designed to be a tool for external accountability as well as to improve instruction and student achievement. To best ensure that the Charter School is measuring what Pivot Charter School expects students to learn, assignments are aligned with the Charter School's pupil outcomes and curriculum. Assessments are used to meet the following objectives:

- to help teachers respond instructionally according to student needs;
- to give parents/guardians and students meaningful, useful feedback on student progress;
- to compare the Charter School's progress to that of all schools, including those with similar student demographics; and
- to monitor the Charter School's progress in meeting its missions and to revise its activities accordingly.

Pivot Charter School will conduct all required state assessments per Education Code Section 47605(d)(1) in compliance with the CAASPP program. Staff will help translate results so their meaning is accessible to students, parents/guardians, and teachers.

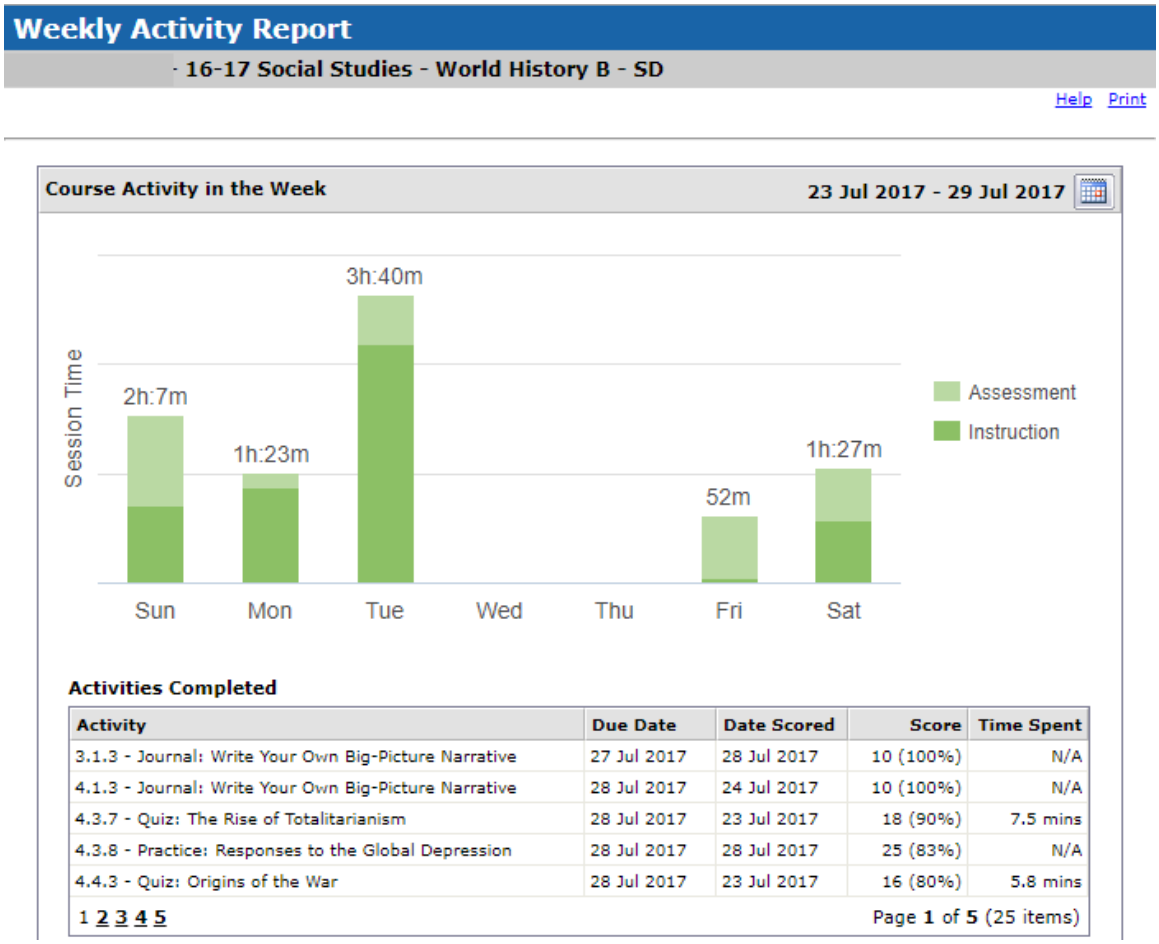
Pivot Charter School Riverside measures the impact and success of its academic programs utilizing all the aforementioned forms of evaluation and assessment. Pivot Charter School is committed to conducting some form of assessment on an annual, quarterly, weekly, and daily basis in all core curricular areas. The proactive nature of these assessments will serve as an opportunity for teachers and administrators to critique their program, modify instructional approaches, and establish new goals and expectations to better serve the student population.

Pivot Charter School Riverside will also administer all state and national tests required for grades

K–12. Whenever appropriate, the ELPAC will also be administered.

In addition, Pivot Charter School Riverside will implement i-Ready as a regular, internal diagnostic assessment in the areas of reading and mathematics. i-Ready by Curriculum Associates combines the ability to measure growth with individualized instruction. i-Ready provides K-12 adaptive diagnostic tests for reading and mathematics that pinpoints students' needs to their sub-skill level. Educators are then provided a detailed action plan and resources for differentiated instruction. Reports and ongoing progress monitoring are easy to use and contain real-time insights for each student at the class, school, and district level, showing whether students are on track to achieve end-of-year targets. The i-Ready Diagnostic assessments identify gaps and areas for students to be further challenged, as well as measures growth across a student's career and supports data-driven differentiated instruction. Personalized student instruction targets students' unique areas of needs and is based on the results of the i-Ready Diagnostic. These online lessons provide a consistent best-practice lesson structure and build conceptual understanding, in addition to being engaging and fun for learners of all levels. i-Ready provides teachers and parents/guardians with a detailed and easy-to-read analysis of every student's proficiency levels. Reports identify which skills students have mastered and those skills to prioritize next for instruction. Teachers can also quickly see which students need intervention, the key areas to target for each student, and how to group students for instruction. The Charter School will conduct the assessment three (3) times a year and as needed.

Pivot Charter School Riverside teachers and administrators are able to run reports that show daily activity and cumulative progress for each student in the core and the elective curriculum as well as the CTE courses. Educators can also view any communication records concerning their students. These records include complete text logs of instant messaging sessions, internal email, discussion threads, and telephone conversation summaries. Students who are not complying with login requirements set by the Charter School are contacted by their EC and our retention team and a notice is sent to the students' parent/guardian. Parents/guardians are also contacted on a regular basis to discuss students' ongoing progress. Interaction between parents/guardians and teachers is a mainstay of the program. Students and parents/guardians are contacted if students are falling behind schedule or if they are not demonstrating satisfactory mastery of course content. Individual action plans are then established by the teaching staff. Teachers provide individual tutoring and remediation on homework assignments to support the action plans.



Example course engagement report from Apex Learning

Pivot Charter School Riverside fosters a climate of continuous improvement, establishing improvement goals through regular analysis of student data, for each student in the core classes of reading and mathematics, based on a review of the CAASPP as well as the Charter School's own assessments. The ongoing goal of Pivot Charter School is to improve performance on the state-mandated standardized tests each year until all students are proficient or advanced proficient in math and English language arts.

Assessment of student achievement involves a full range of measures to ensure the most comprehensive picture of student progress. Quantitative data from standardized tests and results of performance-based assessment tools form the foundation of the Charter School's comprehensive approach to measuring student performance.

Use and Reporting of Data

Pivot Charter School Riverside communicates regularly with parents and guardians through emails, mailings, and newsletters. Parents and guardians can log on any minute of any day to review the completion rate of their students in each course. They can also access grades and comments from teachers on a daily basis and observe all student assignments.

Teachers are responsible for monitoring and documenting progress of student proficiency in meeting the State Standards. The online curriculum automatically tracks student proficiency and progress on each assignment. All of the assessment reports of student progress are aligned to the State Standards and demonstrate on which standards students are performing well and on which standards students need to focus more attention. Standards-based reports can be generated by student, teacher, course, or school-wide.

Students are graded on weekly assignments, papers, end-of-chapter tests, and final exams for most of the courses. Reporting and posting of graded assignments and tests is immediate and can be accessed online by parents, teachers, counselors, administrators and students. Students and parents/guardians receive written progress and/or grade reports at least twice a semester. In Apex Learning, teachers can set up an email for parents to receive weekly progress reports automatically from the curriculum systems as well. For all online courses, parents and guardians can access student progress and course data through their own parent portal logins.

One site level staff meeting each month is devoted to reviewing student assessments/grades and determining which small group instruction to create and maintain, who needs tutoring, who is able to enroll in college classes, etc. Proficiency levels on the standards will drive these individual student instructional decisions.

Students typically take exams in the courses weekly. The courses are designed to re-teach topics on which students are not performing at successful levels. Since students are all working on individually-paced academic plans, ECs and Administrators can make fine-tuned decisions regarding a student's academic program based on the student's success in meeting the standards. For example, a student may have passed a course in another school, such as Algebra I, and was then subsequently placed in Algebra II. However, the student may not have successfully completed all of the important foundational concepts in Algebra I despite receiving a passing grade at another school. In this case, ECs who are monitoring the student's daily work and standards completion will immediately determine that the student is in need of supplemental or remedial work in Algebra I such as a Foundations math course. The student may not necessarily be disenrolled from Algebra II; instead, the student's needs may be met by concurrent enrollment in a support course, tutoring, or a small group instructional class to support him or her in Algebra II.

If an assessment has been automatically graded by the computer, the results are posted to the Student's Gradebook section. A teacher knows whether a student has accessed course material, how much time the student spent on each assessment, and the number of entries into each assessment. They can tell if they are behind or ahead in the pacing of the course. This helps a teacher determine if a student is having academic problems or is not spending enough time studying the material. When a student fails an assessment, the student can contact a teacher, and the teacher can then assign review work for the student, focusing on the objectives that the assessment revealed the student did not meet. The student's teacher, called an Educational

Coordinator or EC, may also recommend that the student seek additional help from the Pivot Charter School teachers in that core content area. The student may sometimes have the option of doing an extra activity or authentic assessment in order to demonstrate that the student mastered the skill and to help improve the student's grade.

Classroom	Course	Status	Started	Total Session Time	Last Access	Overdue Activities	On-Sche Indicat	On Schedule	Quality of Work	Grade to Date	Overall %	Midterr	Final	Expired
18-19 English 9 B - SD	English 9 Sem 2	Active	24 Aug 2018	17h:29m	07 Feb 2019	3	green	88%	84.1%	68.5%	30.6%			
18-19 Math - Pre-Algebra B...	Pre-Algebra Sem 2	Active	24 Aug 2018	25h:38m	06 Feb 2019	0	green	100%	85%	85%	46.5%			
18-19 English 9 A - SD	English 9 Sem 1	Completed	24 Aug 2018	45h:58m	30 Nov 2018	0	completed	100%	77.4%	77.4%	77.4%		C+	
18-19 Science - Environme...	Environmental Studies Sem 1	Completed	24 Aug 2018	37h:55m	14 Nov 2018	0	completed	100%	85.7%	85.7%	85.7%		B	
18-19 Physical Education A ...	Health Education	Completed	24 Aug 2018	37h:6m	29 Nov 2018	0	completed	100%	90.1%	90.1%	90.1%		A-	
18-19 Math - Pre-Algebra A...	Pre-Algebra Sem 1	Completed	24 Aug 2018	51h:54m	16 Oct 2018	0	completed	100%	86.9%	86.9%	86.9%		B+	
17-18 Physical Education A ...	Health Opportunities through Physical...	Withdrawn	28 Aug 2017	0m		0	green	100%	0%	0%	0%			
17-18 Math - Pre-Algebra A...	Introductory Algebra Core Sem 1	Withdrawn	28 Aug 2017	0m		0	green	100%	0%	0%	0%			

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Close Window

Student Summary Report from Apex Learning

The teacher will report to the student's parent/guardian any marked decline in the quality of student work, regardless of grading period timelines. Parents/guardians may request interim reports at any time during the grading period. Conferences will be held as needed and can be initiated by teachers, parents/guardians, or students. Conferences for positive reinforcement are encouraged as well as conferences relating to decline in achievement or problems in social adjustment. All conferences related to student performance will be documented.

Parent Schoolwide Data

Each spring Pivot Charter School Riverside distributes a parent satisfaction survey to all parents and legal guardians of students. It is the primary formal means of collecting information on the effectiveness of school operations, school outreach, and information dissemination while also including parent perspectives on the quality of the Pivot Charter School Riverside education. But our primary method of parent feedback is the daily communication they have with their student's teacher.

Pivot Charter School Riverside is accountable to multiple constituencies: students and their families, its Board of Directors, Riverside County Office of Education, and ultimately the California Department of Education. Accountability to each of these constituencies includes both fiscal and academic performance. Throughout each school year, staff and the Board of Directors analyze collected student data (as highlighted in the Charter School's success section) including test scores, daily attendance records, parent/guardian surveys, and staff surveys; evaluate identified strengths and weaknesses; and chart a course for school wide improvement and growth for the upcoming year. Additionally, the Charter School's fiscal health is examined monthly.

Pivot Charter School Riverside maintains sufficient staff and systems, including technology, required to ensure timely reporting necessary to comply with the law and to meet all reasonable inquiries from the County and other authorized reporting agencies.

Pivot Charter School Riverside and the County will jointly develop a visitation process to enable the County to gather information needed to validate the Charter School's performance and compliance with the terms of this charter. However, Pivot Charter School Riverside agrees to and submits to the right of the County to make random visits and inspections in order to carry out its statutorily required oversight. In accordance with Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County Office of Education and the State Superintendent of Public Instruction.

IV. GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement. Education Code Section 47605(c)(5)(D).

Non-Profit Public Benefit Corporation

Pivot Charter School Riverside is a directly funded independent charter school operated by the Roads Education Organization ("Roads"), a California non-profit public benefit corporation that has been designated by the Internal Revenue Service as a 501(c)(3) tax-exempt organization.

Pivot Charter School Riverside shall operate autonomously from the County, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the County and Pivot Charter School Riverside. Pursuant to Education Code Section 47604(d), the County shall not be liable for the debts and obligations of Pivot Charter School Riverside, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by Pivot Charter School Riverside, as long as the County has complied with all oversight responsibilities required by law.

Attached, as **Appendix B, C and D,** please find the Roads Articles of Incorporation (and amended Articles for name change), Bylaws, and Conflict of Interest Code.

Board of Directors

Pivot Charter School Riverside is governed by the Roads Board of Directors ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Board shall have no more than seven (7) and no fewer than five (5) directors. 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.

All Board members serve 4-year terms unless otherwise removed from office in accordance with the Bylaws. Board members selected to serve as officers of the Board shall serve in that capacity for a term of two years. Members of the Board, school committees, administrators, managers or employees, and any other committees of Pivot Charter School Riverside shall comply with applicable federal and state laws, non-profit integrity standards, and applicable laws and regulations regarding ethics and conflicts of interest. Roads complies with the Political Reform Act, Government Code Section 1090, *et seq*., as set forth in Education Code Section 47604.1, and Corporations Code provisions regarding conflicts of interest. Roads has adopted a Conflicts of Interest Code that complies with the Political Reform Act, Section 1090 and Corporations Code

conflict of interest rules.

Subject to the provisions and limitations of the state law governing not for profit corporations 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. 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.

The Board of Directors shall be the responsible agent of Pivot Charter School Riverside and will contract with online curriculum and back office business services providers as necessary.

Board Meetings and Directors

Roads Education Organization Board meetings are held at least quarterly and in accordance with Brown Act requirements and Education Code Section 47604.1(c). In accordance with Education Code Section 47604.1(c)(4)(A), the physical location of the Board meetings is currently in Sonoma County, the county in which the greatest number of pupils enrolled in Pivot Charter Schools currently reside. Meeting agendas are posted online and at the resource centers, as well as at any meeting location. Parents and the public are welcomed to access and participate in all meetings, regardless of meeting locations, by utilizing video conferencing technology which is provided at each Pivot Charter School resource center. A Pivot staff member will be present at each video conference location to ensure the technology is working properly, and that speakers participate when desired.

Roads Governing Board membership is designed to ensure that the charter schools have a high level of experienced professionals providing oversight and making decisions for the charter schools, so that parents and staff can feel comfortable knowing that there are people who are considered experts in their fields helping to make the most prudent and fiscally responsible decisions for the students. While the Board members' fiduciary duty is to the Roads Education Organization, Board members are also expected to "represent" the interests of the constituencies in their geographic region. Board members are accessible to the employees, students, and parents of the charter school closest to their home base.

Board members are designated by the Board, and prospective Board members may be nominated by any constituent in the charter schools. The nominees' credentials are reviewed by a committee of the Board that seeks candidates who could fill a void that may exist on the Board in, for example, areas of expertise or geographic proximity to the charter schools. Finalists are interviewed by committee members and are asked to attend a Board meeting and speak with the Board during the meeting. The nomination committee of the Board makes a recommendation for membership to the

Board at the subsequent Board meeting. The Board as a whole takes action on any new candidates.

In accordance with Education Code Section 47604(c), the chartering authorities of any Pivot Charter School may appoint a representative to the Board of Directors. If the chartering authorities choose to do so, Roads may designate an additional member to ensure that the Board is maintained with an odd number of directors.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the Board of Directors shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

The Board holds regular meetings to discuss the state of Pivot Charter School Riverside, and each of the charter schools it operates, including, but not limited to, reporting on the performance of the charter schools with data regarding: enrollment, attendance, academic performance, financials (including budget reports, etc.), parent/student satisfaction, withdrawals, suspensions, and expulsions The Board oversees the network of Pivot Charter Schools throughout the state of California. In so doing, the Board has created an administrative structure that allows for an economy of scale for all four small schools. For example, the costs for the positions of Executive Director, Director of Human Resources, Regional Director, Director of Special Education, Director of Student Services, Academic Counselor, and Chief Business Officer, are shared equitably among the four schools, based on each school's ADA. This allows the charter schools to remain small and still provide well-organized, well-staffed, well-supervised and highly accountable programs.



All of the Pivot Charter Schools deliver generally the same educational program and follow the same Board-adopted policies. Administrative procedures are implemented consistently at each school, except when local needs dictate a particular procedure. There are some local differences in the offerings at each resource center based on local interest and need, but all four of the charter schools deliver the educational program described herein, in most respects.

The Pivot charter school teams learn from one another by sharing ideas and giving each other input monthly at all-school meetings and at all-school trainings each year. Each school holds staff meetings weekly. All Pivot charter schools meet together through video conferencing at least once a month. These meetings address common Pivot-wide issues, such as policies, assessment, projects that are engaging students, challenges and successes. The teachers learn a great deal from one another and enjoy sharing ideas. Similarly, the Site Administrators meet in a

smaller separate group to focus on network wide improvements. Site Administrators brainstorm how to manage the many challenges they face each day from discipline, engaging all learners, differentiating learning, to technology challenges, site safety and supporting students' growth and success. Once a year, a week before school starts, everyone attends a Pivot-wide weeklong training in one location near a Pivot school. It is there that teachers form professional learning communities, learn new instructional strategies, and receive training in school safety and legal issues facing educators.

The Board members are volunteers who are committed to enhancing educational opportunities for young people and believe that the Pivot model of blended learning with personalized instruction is the future of education. Board members are leaders in their fields and are passionate about providing better opportunities for all young people regardless of location or circumstance. They believe that the Pivot model of education provides a rigorous yet unique and supportive alternative to traditional schools. They know that the individual attention and support provided at Pivot can change students' lives.

The Board of Directors has approved and assisted in development of school policies including, but not limited to, reimbursement, acceptable use of computers, teacher performance, personnel policies, internet safety policies, student conduct, records oversight, student maternity/paternity leave, independent study, and facilities acquisition.

One of the most significant contributions a Board can make is in providing input and oversight for strategic expansion. The Roads Board has participated in facilitated strategic planning each year, with some planning meetings occurring over the course of several days and several Board meetings. Participants have included teaching and administrative staff as well. Realistic annual goals were set and refinement of the mission and vision resulted each year.

Current Board Members

James R. Lewis, ICMA-RC (Board Chairman)
Jim Lewis is a public entity expert and has significant administrative experience. He is the founder of the Roads Education Organization and current president of the Board. Jim Lewis has the privilege of serving as City Manager of Atascadero, CA. He is passionate about public service and is committed to building quality and sustainable organizations that serve the public to their best and most efficient ability.

Prior to returning to his hometown of Atascadero to serve as City Manager in July 2023, Jim served for over 10 years as City Manager of Pismo Beach, CA, where he transformed the downtown, invested in placemaking and legacy capital projects such as a new downtown plaza, pier and streetscapes, established the city's strongest ever financial position, and built an award-winning employee culture. Prior to Pismo Beach, Jim served his first tour in Atascadero for over nine years

as the Assistant City Manager and President of the Office of Economic Development. In this role, Jim was responsible for economic development, human resources, labor relations, technology, organizational development, the creation of new revenues and operating efficiencies, and several special projects.

Jim served as President of the League of California Cities City Manager's Department in 2018 and currently serves on the League of California Cities Board of Directors. He also serves on the California City Management Foundation Board of Trustees and served as President of the Municipal Management Association of Southern California ("MMASC") in 2001. Jim is an International City and County Management ("ICMA") credentialed manager.

Jim graduated with honors and received a Bachelor of Science in Public Policy and Management from the University of Southern California and a Master of Public Administration at Syracuse University.

Jim proudly lives in Atascadero and is a member of the Kiwanis Club of Atascadero, Atascadero Bible Church, Atascadero Elks Lodge and Cub Scout Pack 51. He is married with two children who attend school in the Atascadero School District.

Tom Halvorsen

Dr. Tom Halvorsen has served children for over thirty-nine years. He was a teacher in the Los Alamitos Unified School District for five years and assistant Executive Director in the Lennox School District for one year. In the Savanna School District (Anaheim, CA), Dr. Halvorsen served as an Executive Director for eight years, assistant superintendent for three years and superintendent for twenty-one years. He also has served as an adjunct professor with California State University, Fullerton.

Dr. Halvorsen received his Bachelors and Masters degrees from California State University, Long Beach in Education Leadership. He received his Doctorate degree in Education Administration from the University of Southern California. Dr. Halvorsen is currently serving on the Board of Governors of the USC Alumni Association and the Trojan Club of Orange County Board.

Ralph Holmes

Ralph Holmes is a Managing Director in the San Francisco Public Finance office of Stifel. Mr. Holmes began his work in public finance in 1996 as a credit analyst providing credit facilities to California issuers. In 1998 Mr. Holmes began his career in investment banking; first working with a regional investment bank before joining De La Rosa & Co. in 2006 and then Stifel as a part of the De La Rosa acquisition in 2014. Mr. Holmes specializes in land-secured, tax increment, utility and general government financings. Mr. Holmes has served as the lead banker on hundreds of transactions for literally billions of dollars for California issuers.

Mr. Holmes serves on the board of the Oakland based Unity Council, which provides services to improve the lives of residents of Oakland's Fruitvale district. Ralph received an MBA from Thunderbird School of Global Management in 1996, and a Bachelor's degree in Latin American Studies from the University of California, Los Angeles ("UCLA") in 1994. He maintains Series 7, 52 and 63 licenses.

Mr. Holmes joined the Pivot Charter School Board of Directors in November, 2016. He is passionate about educational choice and about helping kids find the right fit for their education. Mr. Holmes said, "It is an honor to serve on the Pivot board, and I am excited to help the Charter School continue to grow its student population. The success of Pivot Charter Schools is a testament to educational choice and helping students find the right fit for their educational needs. I look forward to being a part of that for years to come".

Patricia E. Martel

Recently appointed as ICMA West Coast Regional Director following 38 years of distinguished service in California local government, Pat Martel held executive leadership positions with the cities of Inglewood, South San Francisco, Daly City, San Francisco and Hayward. Serving as an Assistant City Manager, General Manager of Public Utilities and City Manager, Ms. Martel was responsible for managing public services in communities ranging in size from 67,000 to 850,000 residents.

Most recently, Pat served as City Manager of Daly City from 2005 until retiring in June, 2018. She previously served as Assistant City Manager of Daly City from 1995 to 2001 before moving to the City and County of San Francisco to serve as the General Manager of the Public Utilities Commission. Throughout her career, Ms. Martel was committed to delivering high quality public services efficiently and cost effectively, enhancing community engagement and civic leadership, supporting organizational development and excellence, working collaboratively with elected officials to enhance governance and leadership, providing staff leadership development, advancing women and diversity in local government through inclusive recruitment, selection and professional development practices.

Throughout her tenure in public service, Pat was actively engaged in professional development as a member of the International City and County Management Association. She served on the Governmental Affairs and Policy Committee, Task Force on Women in the Profession, Task Force on Financing ICMA, Task Force on Leadership, and the Task Force on Strengthening Inclusiveness in the Profession. Currently, she is the ICMA co-chair, in partnership with the Center for Public Safety Excellence, of a white paper research project on 21st Century Fire Services.

Ms. Martel was elected a member of the ICMA Executive Board as West Coast Regional Vice President, 2010-2013. She was selected by the Executive Board to serve as the 102nd President of ICMA in 2015. Pat has also served the profession as a member of the California City Management Foundation Board, the City Managers Department of the League of California Cities, Women

Leading Government Board, the Local Government Hispanic Network Board, and was most recently selected to serve on the Board of the Institute for Local Government. Ms. Martel was inducted as a Fellow of the National Academy of Public Administration in 2015 where she has served on the Fellows Nominating Committee.

Among her many interests, Pat has maintained a passion for nonprofit service. She has worked with a number of nonprofit organizations that support community needs including the Mid-Peninsula Boys and Girls Club, Peninsula Family Service, Daly City Public Library Foundation and others. Her special interest in education led her to become a Trustee of the Roads Education Organization, which is responsible for oversight of the Pivot Charter Schools. The Governing Board of the Pivot Charter Schools are volunteers who are committed to enhancing educational opportunities for young people and believe the Pivot model of blended learning with personalized instruction is the future of education.

Martel is the recipient of numerous awards including: California City Management Foundation "City Manager of the Year" (2017), Elected a Fellow of the National Academy of Public Administration for sustained exemplary contributions to the improvement of Public Administration (2015), Women Leading Government Career Excellence Award (2013), San Francisco State University Award for Significant and Outstanding Public Service (2013), Daly City/Colma Chamber of Commerce Cypress Business Award for Leadership (2013), KQED Public Broadcasting Corporation and Kaiser Permanente Hispanic Heritage Month Local Hero for outstanding contributions and commitment to community service (2004), San Francisco Business Times Top 100 Women Business Leaders (2003) and 100 Most Influential Business Leaders in the Bay Area (2002).

A graduate of the University of Southern California, Martel holds a B.S. degree in Public Affairs and Journalism, as well as a Masters degree in Public Administration.

Steve Siegel

Steve Siegel believes that all students deserve a quality education aimed at empowering each individual to achieve their goals. A business owner and educational administration professional, he currently works in the fitness / wellness space and has secured financial resources for public and private colleges and universities for most of his career.

Steve pivoted professionally to start a business at the intersection of physical therapy and personal training. Relying on his advancement career, he builds lasting relationships with his clients to create an organization with a shared purpose.

As an advancement professional, Steve raised philanthropic support for colleges and universities funding scholarships, faculty, programs, research institutes, buildings, and more. Most importantly, he developed lifelong relationships and connected individuals with one another who share a common objective.

Steve has held leadership positions in a number of organizations including serving on the Claremont McKenna College Alumni Association board of directors, as President of the Drucker School Alumni Association, as a member of the Carden Arbor View School board of directors, and as President of Recording for the Blind & Dyslexic (now Learning Ally) board in the Inland Empire/Orange County unit, as well as a member-at-large on the organization's national board in Princeton, New Jersey.

Steve earned his MBA from the Peter F. Drucker and Masatoshi Ito Graduate School of Management at the Claremont Graduate University and a bachelor's degree in economics-accounting from Claremont McKenna College. He lives in Orange, California.

Throughout his career, Steve has mentored countless colleagues and students to pursue their interests and to apply themselves to thoughtful and productive careers in areas where they can make a difference. He believes that education throughout life is essential to personal growth, satisfaction, and well-being. He continues to promote the Pivot ideal of opening doors and developing lives.

Roads Board of Directors' Responsibilities

The Board is fully responsible for the operation and fiscal affairs of the Charter School including, but not limited to, the following:

- Approve and monitor the implementation of general policies of the Charter School as required by education code;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Approve any contract that would cause the Charter School to compensate an individual contractor more than one hundred thousand dollars ($100,000) in a fiscal year;
- Hire, supervise, evaluate, discipline, and dismiss of the Executive Director of Pivot Charter Schools;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Approve the school calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve annual fiscal audit and performance report;
- Appoint an administrative panel or act as a hearing body and take action on recommended student expulsions;
- Hiring of auditors;
- Approval of check registry;
- Strategic planning.

The Board of Directors will adopt a contracting policy by July 1, 2027, that includes the provisions in Education Code Section 51827, including, but not limited, ensuring contracts reflect reasonable market value and that contracting entities hold a business license, where applicable, and appropriate insurance (AB 2467).

The Charter School will update the County of changes to the Board of Directors through sharing Board meeting minutes and agendas.

The Roads Education Organization Board of Directors may initiate and carry out any program or activity that is not in conflict with or inconsistent with any law and which is not in conflict with the purposes for which charter schools are established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, and the adoption of Board policies. The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will:

- Be in writing;
- Specify the entity designated;
- Describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and
- Require an affirmative vote of a majority of Board members.

The Charter School 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, ethics (AB 2158), conflicts of interest, child abuse and neglect and the Brown Act.
In addition, all governing board members serving on or after April 1, 2027, shall complete training in K–12 public education school finance laws in accordance with Education Code section 35221. Pivot Charter School will maintain records of required trainings and ensure compliance with all state-mandated board training requirements. The Executive Director and designated Form 700 filers will also complete required ethics and compliance trainings as required by law.

Parent Involvement

The general public, including parents and guardians, is given notice of each Board meeting in accordance with the Brown Act and is encouraged to contribute and participate. Parents and guardians participate in school improvement through expressing their opinions on the annual school satisfaction survey as well as and working with the Charter School on LCAP priorities through meetings and surveys. The Charter School attempted to establish a Parent Organization over the years, but while the initial energy was always relatively strong, the follow through and interest waned after a few months. We found that parents are more open to sharing their ideas and concerns and speaking openly in a small group with a Governing Board representative, rather than serving on year-long committees, or speaking in a large meeting format. The bi-monthly meetings with parents are presented as informal get-togethers.

Further, Parents have opportunities to participate in school functions such as:

- Open House two times a year
- Attending field trips
- Satisfaction survey annually aligned with the Charter School's LCAP annual update
- Helping in the learning lab/ resource center program as volunteers
- Assisting with the yearbook
- Assisting with prom
- Teachers are in touch with parents about individual student progress at least weekly

Pursuant to Education Code Section 47605(n), the Charter School 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.

Employees of Pivot Charter Schools

The duties and responsibilities of key employees at Pivot Charter Schools are described in detail in Element 5. The organizational chart can be seen as Appendix E.

V. EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Education Code Section 47605(c)(5)(E).

Application Process

Pivot Charter School will not discriminate against any employee based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, pregnancy, physical or mental disability, childbirth or related medical conditions, 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. Pivot Charter School will adhere to applicable California laws, including fingerprinting and prohibitions regarding the employment of any person who has been convicted of a violent or serious felony. The interview process involves all staff at every level at each school location.

All employees must furnish or be able to provide:

- Proof of negative tuberculosis ("TB") risk assessment or negative examination for TB in accordance with Education Code Section 49406;
- Fingerprinting for a criminal record check. Pivot Charter School will process all background checks as required by Education Code Section 44237;
- Documents establishing legal employment status.

The Pivot Charter School's Executive Director develops and coordinates the hiring and evaluation process for teachers and office staff. Selection is based on proven experience in educational leadership, educational vision, demonstrated ability in program design and ability to provide effective instructional leadership, and interest in and commitment to educational reform.

Executive Director

It is the goal of the Executive Director to operate and manage every aspect of an educational program and environment that will provide the best educational opportunities for students within the guidelines established by the charters and state law and further the mission of the Pivot Charter Schools. The Executive Director is the administrative head of the Charter School and executive officer of the corporation. The Executive Director shall have general supervision and management of all aspects of Charter School operations. The Executive Director may delegate responsibility for administering various segments of charter school operations, but shall remain responsible to the Board for the results produced.

Description of Duties:

- Advise the Board and make written recommendations to the Board on programs, policies, budget and other school matters
- Attend Board meetings, committee, and any other meetings relevant to directing Roads

Education Organization
- Provide reports to the Board on progress, programs, and problems of school operations
- Interpret the needs of school to the Board and policies of Board to school and community
- Inform and enlist the support and understanding of the public
- Interpret educational programs and their results to the community
- Oversee acquisition, safety, and use of all school Resource Centers
- Maintain relationships beneficial to the Charter School with local and state public leaders
- Develop and implement compliant school policies
- Determine staffing needs and hire and release staff as necessary
- Oversee all legal issues related to operation of charter school
- Develop and monitor the school budget
- Assign, supervise, transfer, promote and discipline staff; delegate and define duties of staff
- Enter into and terminate contracts on behalf of the Charter School, subject to limitations in the fiscal policies
- Supervise and evaluate the instructional program
- Implement policy and philosophical directions established by the Board
- Develop and implement short and long-range planning
- Strategically plan for Charter School
- Act as liaison between Charter School and sponsoring County

Qualifications:

- ❖ Knowledge of charter school laws, independent study and the Education Code
- ❖ Prior teaching experience and successful leadership of a California charter school
- ❖ Ability to manage personnel and the implementation of programs
- ❖ Ability to establish and maintain positive, respectful relationships with a variety of people
- ❖ Master's degree in education preferred

Director of Student Support Programs

The Director of Student Support Programs oversees all programs at Pivot that are created to provide additional student engagement, academic support, specialized programming, and post secondary and technical education. The primary role is to ensure that students are provided the skills to learn more and struggle less in their academics and with the information necessary to make positive choices about their futures.

Description of Duties:

<u>Multi-Tiered System of Supports</u>

- General
    - Create and implement MTSS training and professional development
    - Manage MTSS Pivot Official Documents folder and support resources
    - Track movement of students in MTSS between tiers
    - Approve and send official MTSS notifications
    - Approve truancy hearings based on MTSS requirements being met
- Student Success Teams
    - Provide support at SST meetings as needed
    - Train staff on SST meetings including leading/attending 1st SST meetings for new staff
    - Monitor SST follow-up and make determinations for next steps
- Intensified Support
    - Collaborate with Intervention Specialist to create intensified support programs
    - Monitor data
    - Oversee program implementation

<u>Academic Intervention</u>

- Elementary/Middle/High School
    - Create tables for qualification requirements for math and reading foundational courses
    - Work with the Curriculum, Instruction and Assessment Coordinator to make adjustments to foundational courses as needed.
    - Assign appropriate curriculum and consult on grade level placement for students behind in skill level.
    - Oversee creation of elementary skill building/bridging curriculum
    - Create elementary table of qualification
    - Approve mid-year promotions
- i-Ready/Lexia/Supplemental Curriculum
    - Oversee supplemental curriculum use as it relates to skill building and remediation

- Reading and Literacy Intervention Specialist

    - Oversee Reading and Literacy Intervention specialist and program creation and monitoring (grades K-8)

    - Oversee implementation of K-2 Literacy Screener

<u>ELD</u>

- Designated ELD
    - Work with an ELD teacher to implement an effective designated ELD program and monitor attendance, participation and success.

    - Collaborate with ELD teacher and Director of Curriculum to create and monitor multiple levels of designated ELD- Emerging Language Development, Language Development
- Integrated ELD
    - Oversee creation of integrated ELD components including translation, previewing academic vocabulary, integrating technology, adjusting for cultural responsiveness, etc.
- Other
    - Collaborate with staff to increase English Language Development student/family engagement in the Charter School and Charter School culture
-

Foster/Homeless

- Support Foster/Homeless Liaison
    - Ensure proper implementation of current laws and regulations
    - Create and disseminate resource and information bank for teachers, students, families

PBIS/School Culture

- Pivot PRIDE
    - Create and provide training to staff around Pivot P.R.I.D.E., SEL, PBIS with counseling team at regular intervals throughout the year
    - Create core values and behavior matrix
    - Collaborate with Tri-Pepi Smith to create promotional materials
    - Collaborate with counseling team and intervention specialist to develop homeroom resources, pep rallies, incentives and student points system, and other school culture-building events
    - Adjust and monitor use of SEL surveys to gather data and show growth in key areas of SEL, school culture, behavior and relationships

504 Plans

- Train staff on initiating and implementing a 504 plan
- Review and update 504 plan documents and requirements
- Serve as a resource to teachers on 504 plans
- Work with families to resolve issues with 504 plans as they arise
- Work with staff to ensure 504 plans are being documented correctly
- Stay up to date on legal issues as they arise related to 504 plans
- Serve as a resource on 504 plan manifestation determinations

Qualifications:

- ❖ Middle or High School teaching experience.
- ❖ Proficient in MS Excel, MS Word, and Google programs (including Google Meet, Sheets and Drive)
- ❖ Proven track record of successfully supporting struggling students
- ❖ Experience in providing instruction in an online environment (preferred)
- ❖ Experience and/or knowledge of MTSS, SEL and PBIS (preferred)
- ❖ Valid CA Teaching Credential with EL authorization

Director of Curriculum, Instruction, and Assessment

Works closely with the Executive Director to ensure high quality and successful programs are implemented within the network of Pivot Charter Schools and that student academic achievement can be measured and articulated. Provides leadership, coordination and facilitation in the development and implementation of K-12 curriculum and instructional programs. Plans and coordinates all K-12 level standardized testing, internal assessments and evaluation as required by federal, state or local mandates. Develops, directs, evaluates and administers procedures, programs, budgets, staffing and staff development as related to the above programs/services and works closely with the Executive Director on matters regarding instructional programs Pivot-wide.

This position requires significant organizational and technological prowess and the ability to multi-task effectively. Strong candidates enjoy differentiating curriculum in order to target specific learning goals, developing strong connections with students and families through consistent and positive communication, and working closely and actively as a member of a team.

Description of Duties:

<u>Curriculum:</u>

- Direct teams in the development of research-based systems of curriculum, instruction, assessment and interventions that meet the academic and behavioral needs for all students in responsive ways that aligns academic programming to current academic standards
- Direct and provide leadership for curriculum resource adoptions, including designing staff development for helping staff gain skills and competencies relative to curricular changes
- Assist in the implementation of Pivot's strategic plan and academic initiatives.
- In conjunction with the Executive Director, Regional Director and site leaders and administrators, develops staff and student training systems and content
- Collaborate with campus leaders, Director of Student Support Programs and Educational Coordinators to implement and support programs and services which are aligned to Pivot's online curriculum
- Provide leadership for the development and continuous improvement of curriculum, instruction and assessments for all programs within the network of Pivot schools

- Work with Curriculum Coordinator and Systems and Technology Coordinator as a resource for supporting staff with curriculum related issues
- Work with Curriculum Coordinator and Systems and Technology Coordinator to ensure Google calendars, passwords for all curriculum and access to systems are provided to staff and students
- Assist in developing Pivot-wide and site meetings as they relate to curriculum, instruction and assessment
- Assist Executive Director in reviewing, articulating, evaluating, and developing Pivot programs
- Work with the Regional Director to evaluate curriculum and programs and monitor the implementation and compliance of those programs as well as ensuring that they are consistently implemented across the network of Pivot schools
- Recommend policies, programs and procedures essential to the needs of children, ensuring adherence to federal, state and local rules and regulations
- Assist with the development and submission of the Local Accountability and Accountability Plan as well as the School Accountability Report Card for all Pivot schools
- Maintain communication with parents and staff relative to curriculum, instruction and assessment implementation

Instruction:

- Work with site leadership on development of online workshops or other related instructional programs
- Work with Regional Director to oversee and report to the Executive Director on the quality of instruction Pivot-wide
- Research best practices in instructional leadership and disseminates information to pertinent staff
- Oversee the development of course outline for newly approved courses and programs
- Oversee the training and/or facilitates training of certified staff in the use of curriculum materials to improve work efficiency and effectiveness by applying the instructional techniques needed to achieve academic success

Assessment:

- Oversee the Pivot-wide assessment calendars and ensures timely and accurate training password access and implementation of assessments
- Direct systems for collecting and analyzing data, by grade or content, program, school and teacher, in order to recommend services or program modifications
- Interpret and communicate Pivot-wide assessment results to Board, staff and community
- Assist in creating systems for collecting and analyzing data, by school, teacher, grade level, program and Pivot-wide in order to recommend services or programs be modified, continued or removed

Staffing Related Responsibilities:

- Work closely with the Executive Director, Systems and Technology Coordinator, Data Coordinator, campus leaders, Regional Director and Director of Student Support Services
- Assist in analyzing program information/data and prepare for authorizers at renewal and as requested
- Assist in the development and writing of charter petitions for authorization and renewal
- Assist the Executive Director and staff in developing processes and systems that result in recruitment, induction, support, evaluation, development and retention of high-performing staff
- Make recommendations to the Executive Director regarding hiring, renewal or non-renewal of contracts
- Assist in development of Performance Improvement Plans for instructional staff as necessary

Other:

- Perform other duties as assigned or requested including attending professional development/meetings, in-services and workshops

Qualifications:

- ❖ Middle or High School teaching experience.
- ❖ Proficient in MS Excel, MS Word, and Google programs (including Google Meet, Sheets and Drive)
- ❖ Proven track record of successfully supporting struggling students
- ❖ Experience in providing instruction in an online environment (preferred)
- ❖ Valid CA Teaching Credential with EL authorization

Chief Business Officer

The Chief Business Officer is responsible for the financial operations of the Charter School and works with the Executive Director to oversee budget planning and policies. This is an administrative position that reports to the Executive Director.

Description of Duties:

- Responsible for the approval of Accounts Payable and payroll
- Develop and ensure implementation of IT support plan
- Responsible for approving employee purchase requests and developing a staff request system
- Manage of Accounts Payable Clerk. Work with EdTec and Accounts Payable Clerk on SACS coding policies and protocols. Ensure accounts payable staff code transactions consistently in accordance with policies and protocols
- Ensure setup and management of Amazon business account
- Manage vendor contracts and their payment plans to prevent cash flow problems
- Review and ensure fiscal compliance on contracts

- Develop, improve, and add fiscal policies as appropriate with the Executive Director
- Manage LCAP review/update each year, with input from EdTec, Executive Director,
- Manage audit contracts and scheduling, and ensure compliance with legal audit obligations
- Ensure Pivot has and maintains DUNS number(s)
- Attend necessary professional development to ensure knowledge of current fiscal laws
- Develop policies and protocols for inventorying school property
- Work with Executive Director and EdTec on budget, attendance, and apportionment certifications

Qualifications:

- ❖ BA in educational or business related field or the equivalent in experience
- ❖ Knowledge of financial policy, business management and accountability requirements
- ❖ Ability to insure compliance with financial regulations and laws
- ❖ Ability to implement school financial policy and procedures and communicate them effectively to school staff
- ❖ Abilities to provide direction to others and make independent judgments, keep and maintain accurate records, meet deadlines and communicate in oral and written form

Regional Director

The Regional Director is responsible for ensuring consistent program implementation from site to site; they enforce policy and serve as a liaison to the Executive Director. They support the Site Administrators in supporting the teachers to accomplish their tasks on a daily and weekly basis. This is an administrative position that reports to the Executive Director.

Description of Duties:

- Monitor, evaluate, and follow-up with site staff about educational program implementation. Retrain staff and adjust plans as appropriate
- Monitor all factors that contribute to Pivot's success
- Stay up to date on site needs, events, and issues; ensure sites are running smoothly
- Assist in improving educational programs and resolving parent/student issues
- Assist Director of Curriculum Instruction and Assessment with implementing mentor teacher program/ teacher training
- Assist with development and implementation of staff training
- Work with Site Administrator to develop site schedules reflecting required workshops and successful site based programs
- Assist Site Administrators and staff in community relations and outreach
- Work with Site Administrators to ensure positive school culture
- Ensure Site Administrators receive the support they need and are meeting their responsibilities

- Serve as liaison between the site and appropriate administrative staff in determining programmatic needs, making sure questions that arise locally are communicated to administrators
- Serve as liaison between site and Executive Director, Director of Curriculum and Instruction, and Director of Student Support Services
- Oversee WASC process of all four charter schools
- Oversee truancy process and serve as Truancy Hearing Officer

Qualifications:

- ❖ Bachelor of Arts Degree
- ❖ Significant technological prowess and the ability to juggle many tasks at once
- ❖ Knowledge of and ability to apply interpersonal communication techniques
- ❖ Knowledge and understanding of school policy and procedures
- ❖ Ability to manage personnel, provide direction to others and make independent judgments
- ❖ California Teaching Credential

Director of Human Resources

The Director of Human Resources is responsible for coordination of the Charter School's personnel procedures and supports the Executive Director in personnel management and operations. This is an administrative position that reports to the Executive Director.

Description of Duties:

- Create and maintain employee personnel files including the processing of all new hire paperwork
- Review and maintain all Live Scan results for employees and independent contractors.
- Assists with processing of health benefits paperwork and enrollment for eligible employees
- Process payroll with EdTec, including position changes, time sheets, etc.
- Create and maintain staff records in the SIS
- Track credential expiration dates and notifies employees at least 6 months prior to expiration
- Track TB tests and notifies employees at least 2 months prior to expiration
- Track sick, vacation and paid days off for employees
- Process all employee family, medical and pregnancy leaves
- Review and ensure exempt vs non-exempt status of employees
- Oversight of credential
- Process all corporate documents including tax forms etc.
- Update Employee Manual for legal compliance

- Oversee all risk management
- Serve as support to the Governing Board
- Stay current on and implement required employee trainings and ensures compliance of all employees
- Create all at will letters of appointments
- Process new independent contractor's live scan, TB risk assessment and contracts
- Make sure all staff are added correctly to the SIS with correct credentials and state codes
- Work with supervisors to track and maintain time off, overtime, and make up time approvals and forms for classified staff
- Work with the Executive Director to track and maintain time off approvals and forms
- Create and maintain staff Pivot email accounts
- Report all worker's compensation, student injury and property claims to insurance and track paperwork
- Track and retain classified employee timesheets ensuring legal compliance and works with Director of Operations to ensure accuracy
- Attend necessary professional development workshops to ensure compliance with employment law
- Submit CBEDS and works with Pivot administrators on other state reporting

Qualifications:

- ❖ Knowledge of personnel policy and employment law
- ❖ Ability to establish and maintain positive, respectful relationships with a variety of people
- ❖ Ability to implement school personnel policies and communicate them effectively to school staff
- ❖ Ability to create and maintain personnel records and deadlines
- ❖ Problem solving skills, attention to detail, and the ability to prioritize work

Director of Student Services

Works closely with the Executive Director to ensure high quality and successful programs are implemented within the network of Pivot Charter Schools and that student academic achievement can be measured and articulated. Provides leadership, coordination and facilitation in the development and implementation of K-12 curriculum and instructional programs. Plans and coordinates all K-12 level standardized testing, internal assessments and evaluation as required by federal, state or local mandates. Develops, directs, evaluates and administers procedures, programs, budgets, staffing and staff development as related to the above programs/services and works closely with the Executive Director on matters regarding instructional programs Pivot-wide.

Description of Duties:

- Develop, implement, and monitor site safety plans, including training and a schedule of regular drills
- Oversee and work with Site Administrators and staff on site discipline
- Oversight of health policies and practices with School Nurse
- Assists staff to implement school discipline policies
- Oversees suspension and expulsion practices and policies
- Serves as Title IV Coordinator
- Stays up to date with all of the state and federal laws that pertain to student welfare
- Supervises nursing staff
- Updates Health and Safety policies and manual as needed
- Stays on top of all state and federal laws that pertain to school health and safety
- Serves as crisis protocol manager
- Updates policies required by the state or federal agencies to inform parents
- Works with school counselors and staff to assist students in need of crisis support
- Processes students who complete enrollment who have been expelled or are in the process of being expelled
- Ensure sites are implementing safety drills such as active shooter and earthquake
- Visit sites to ensure safe and compliant facilities and operations
- Work with nurse on sensitive student vaccination and medical condition issues

Qualifications:

- ❖ Significant technological prowess and the ability to juggle many tasks at once
- ❖ Knowledge of student health and safety protocols as well as student suspension and expulsion practices
- ❖ Knowledge and understanding of school policy and procedures
- ❖ Ability to manage personnel, provide direction to others and make independent judgments
- ❖ Valid California Teaching Credential with EL authorization

Director of Special Education

The job of Director of Special Education is created for the purposes of implementing and maintaining birth to age 21 Special Education programs and services in conformance to SELPA, State and Federal objectives; providing written support and/or conveying information; serving as a resource to patrons, school personnel and the Board; and maintaining adequate staffing to ensure objectives of programs and services are achieved within budget in conjunction with the Executive Director. This is an administrative position that reports to the Executive Director.

Description of Duties:

- Collaborate with Pivot Executive Director and school special education teachers for the

purpose of implementing and maintaining services and/or programs. Set staffing levels for school special education programs for the purpose of providing services with fiscal efficiency

- Direct, support, supervise personnel and contractors, for the purpose of delivering services which conform to established guidelines
- Develop proposals, new programs, budgets and grants for the purpose of meeting Pivot goals
- Evaluate Pivot Special Education programs and monitor the implementation of special education and compliance with regulations in each location, for the purpose of carrying out and achieving objectives within the area of responsibility
- Facilitate meetings and processes, for the purpose of implementing and maintaining Special Education programs and services of the Pivot schools which achieve desired objectives
- Implement assigned programs and/or projects for the purpose of conforming to Pivot and state curriculum and/or instructional objectives
- Manage fiscal resources from the General Fund and special education grants, prepares budgets in conjunction with the Executive Director and business office and directs spending, and monitors maintenance of effort, for the purpose of fiscal efficiency in providing required services
- Prepare documentation and reports data to the California Department of Education and the SELPA for the purpose of providing written support, conveying information, and complying with Federal and State regulations
- Communicate information on programs, services, and regulations to school personnel, parents, the Board and other Pivot schools for the purpose of understanding of the programs
- Recruit, hire, supervise, and evaluate Pivot-level special education staff including contracted agencies, speech pathologists and assistants, school psychologists, occupational therapists, physical therapists for the purpose of carrying out objectives within areas of responsibility
- Supervise the identification, evaluation, and placement of students referred for special education
- Supervise preparation of Program Quality Reviews for special education.
- Provide information, assistance, and counseling to parents of special education students through conferences and home visits
- Represent Pivot Charter Schools/ Roads Education Organization in due process hearings and mediation
- Supervise and assist in evaluation of student progress through coordinating academic, health, language, and psychological testing.
- Serves as the Pivot Administrative Representative for IEP meetings, SELPA meetings as needed
- Serve as the Pivot liaison to the SELPA(s) and the California Department of Education for coordination of Special Education services; and manages special education complaints, for the purpose of providing required services
- Coordinate with outside agencies to provide services to students and staff, for the purpose of offering appropriate services
- Direct the Medicaid Administrative Claiming process and direct billing of Medicaid-eligible special education services provided by the Pivot schools, for the purpose of gaining fiscal resources

- Supervise the training of Special Education Coordinators, contractors and special education instructional assistants for the purpose of assuring well-trained personnel
- Write Pivot Charter School's Board Policy for special education as is needed or required, for the purpose of ensuring program consistency and compliance with state and federal rules in all locations
- Maintain high level of knowledge regarding developing special education issues, changes in the laws and case law, and educational methods of educating students with disabilities, for the purpose of managing an excellent special education program
- Assist other personnel as may be required for the purpose of supporting them in the completion of their work activities
- Advise Executive Director regarding special education and other matters
- Conduct job at one of Pivot's four resource centers (this is an onsite job)
- Travel to all resource centers at least once every 6-8 weeks (with more frequency at Pivot) for purposes of oversight and assistance
- Attends IEP meetings via video conference calls or in person when needed
- Provide Educational Psychology services as needed and is appropriate

Qualifications:

- ❖ Knowledge of special education curriculum and programming, California and Federal education law and policies
- ❖ Ability to provide direction to others and make independent judgments, keep and maintain accurate records, meet deadlines, communicate with individuals of varied cultural and educational backgrounds, communicate in oral and written form
- ❖ Skills to manage personnel and programs, communicate effectively, problem solve
- ❖ California Special Education Credential

Site Administrator

The role of the Site Administrator is to perform clerical activities of a school to support teachers and administrative staff and to maintain and manage school records in an organized manner. This position requires significant organizational and technological prowess and the ability to multi-task effectively.

Description of Duties:

- Bring local team together
- Ensure positive school culture of staff, students and parents
- Develop site schedules reflecting required workshops aligned with data analysis as well as responsive to student need
- Ensure all local staff receive adequate communication about site level operations
- Work with Regional Director on development and support of staff
- Work with Site Coordinator to decide school supply needs, and ensure Amazon wish list is being properly managed and updated
- Work with Director of Student Services to ensure a safe & efficient operations of facility
- Lead individual site meetings (agenda, facilitate etc.)
- Leads community relations and outreach

- Lead and supervise planning and implementation of special events such as open houses and back to school nights
- Serve as liaison between the site and appropriate administrative staff in determining programmatic needs
- Responsible for making sure questions that arise locally are communicated to administrators before making local decisions
- Direct staff to appropriate manager or administrator when questions arise
- Participate in leadership meetings
- Clearly communicate in a timely fashion upcoming plans for local site events to leadership team and ensure google calendars are updated accordingly
- Conduct follow-up lead calls for leads with site coordinator when appropriate
- Not responsible for intervening in personnel grievances or disputes, setting policies & school district relationships
- Is not responsible for determining intervention or withdrawal criteria and decisions, but should provide guidance to Educational Coordinators on strategies to try with struggling students
- Serves as executive decision maker on matters of discipline where discrepancies arise, in conjunction with Student Services Director
- Serve as a resource to staff regarding student management issues
- Ensure implementation of the crisis management plan and school safety requirements
- Develop site schedule with input from Program or Regional Director on allocation of teacher time on site
- Facilitate required testing and assessment.
- Ensure field trips are occurring monthly and in accordance with all applicable policies. Approve field trip logistics and expenses for trips up to $400.
- Ensure schoolwide discipline policies are enforced consistently
- Implement mentor teacher program
- Work with the Systems and Accountability Director to develop site specific plan to address areas of deficiency based on data analysis
- Develop and Implement Site Based Student Orientation Programs several times a year
- Oversee the planning of graduation ceremonies.
- Work with teachers to ensure independent study paperwork and auditing is timely and compliant
- Serve as WASC coordinator overseeing site completion and ongoing processes

Qualifications:

- ❖ Organization, extreme attention to detail, and problem-solving skills
- ❖ Ability to be trained and master multiple systems utilized by Pivot
- ❖ Strong technological skills and resourcefulness
- ❖ Strong written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping as well as report experience in report preparation

School Counselor

Under the supervision of the Director of Special Education the counselor will assist students to: understand and make maximum use of their abilities, meet the demands of school expectations, develop positive interpersonal relationships, and set goals and meet achievement levels appropriate to those goals. Additionally, the School Counselor will serve as a student advocate; serve as a liaison between teachers, parents, and students; assist staff and families with crisis intervention; serve as Intervention Coordinator and provide counseling services per students' IEPs as appropriate.

Description of Duties:

- Monitor the academic progress of students and coordinate appropriate interventions to improve student achievement and attendance
- Analyze and interpret a variety of data in order to assist in the development of an appropriate educational plan for students
- Assist students in planning realistic educational goals and understanding their aptitude and ability
- Counsel students to help them overcome potentially disabling educational, personal, behavioral and social problems
- Provide counseling services to students per their Individual Education Plans
- Provide feedback and support to teachers regarding student social and emotional needs
- Provide training and oversight to staff on matters related to child abuse reporting and suicide prevention
- Serve students and teachers at the Charter School resource site and travel to multiple sites throughout the state as needed but no less than four times a year
- Distribute relevant guidance information to students and staff
- Consult with representatives of public and private agencies in providing information regarding students and pre-screen pupils for possible referral to other supportive services or agencies within the community
- Consult with parents as appropriate regarding educational, social and vocational needs of their students
- Facilitate student/teacher/counselor/parent conferences regarding student's educational or social/emotional progress and future educational goals
- Consult and confer with parents, staff members, and students to facilitate student articulation between schools and grade levels
- Develop and assist with implementing the Pivot Network's school crisis intervention plans
- Coordinates all student intervention with teaching and admin staff
- Approves all independent study withdrawals

Qualifications:

- ❖ Knowledge of intellectual, emotional, social, and physical development of adolescents
- ❖ Knowledge of and ability to apply interpersonal communication techniques
- ❖ Ability to understand and accept individual differences in children and parents
- ❖ Ability to effectively communicate and maintain cooperative relationships with those

contacted in the course of work
- ❖ CTC Pupil Personnel Services Credential

Academic Counselor

This position requires significant organizational and technological prowess and the ability to complete multiple projects simultaneously and effectively. Academic Counselors consult with Educational Coordinators on the needs of students as they relate to school and aid students and parents by providing information pertaining to college and career planning.

Description of Duties:

● Academic Counseling:
- Analyze transcripts and create course plans
- Provide information on course selection and academy placement and changes in relation to course demands, high school graduation, and college admission requirements
- Assist students with making decisions and creating goals concerning their education that aligns with graduation requirements and their post-secondary choices
- Identify and assist students who are not on track for graduation and establish a plan for promotion and retention
- Reviews assessments, and concurrent enrollment options
- Meet with non-graduating seniors to develop alternative plans for graduation or for other post high school options
- Inform teachers about students' progress toward meeting graduation requirements and assist with communicating with families as necessary
- Coordinate and collaborate with Educational Coordinators and other staff members to provide a cohesive plan for students

● College and Career Counseling:
- Oversee YouScience inventory assessments
- Work with CTE teachers and Program Coordinator to develop plans based on YouScience results
- Assist students with making decisions and creating goals concerning educational and career opportunities
- Assist students with making decisions regarding career aptitude and interests
- Organize and provide information and access to local career and college information fairs.
- Assist students by providing information and guidance pertaining to college admission, college entrance requirements, testing, scholarships, financial aid and completing college applications
- Review student transcripts and guide course selection for four-year planning
- Disseminate college/vocational information, AP and college testing information, and scheduling procedures.
- Guide students through the college application and admission process
- Collect and provide information on scholarship, financial aid, and internship opportunities
- Provide and assist students in obtaining letters of recommendation for college applications

● Additional Duties:

- Communicate frequently (weekly and sometimes daily) and in a variety of ways with staff, students, parents regarding the educational and social progress of pupils
- Participate in meetings, workshops, and seminars as assigned for the purpose of conveying and/or gathering information required to perform these essential duties and responsibilities
- Maintain accurate and up-to-date documentation of student progress for their course and program completion.
  Project and maintain a positive school climate in which students can mature and develop a sense of responsibility, self-worth, and good citizenship.

Qualifications

- ❖ Current CTC Pupil Personnel Service Credential
- ❖ Strong communication and technological skills
- ❖ Knowledge of California State Standards and graduation requirements
- ❖ Knowledge of college application and admission processes
- ❖ Excellent interpersonal skills

Ability to collaborate with colleagues, parents and the community

Site Coordinator

Under the supervision of the Enrollment Specialist, the Site Coordinator is responsible for student enrollment, maintenance of student files, and a variety of duties to assist in the daily operations of the resource center. This position requires organization and the ability to handle many tasks at once.

Description of Duties:

- The Site Coordinator is the first point of contact for families interested in enrolling their students in Pivot Charter School. They deliver information to the families and answer questions regarding the Pivot Program including giving tours to interested families.
- Promotes and maintains a positive and effective school climate by ensuring that all interactions with staff, students, parents, and the public at large are prompt, efficient, helpful and friendly.
- In charge of making sure the Student Registration Packet is complete with all of the documents that are legally required to enroll a student in a CA public School.
- Responsible for maintaining and updating all student demographic information and start dates in the system.
- Are trained to watch for issues such as custody, immunizations, Special Education, 504, age, discipline and location to our school for enrollment and pull in the appropriate staff to assist in these areas.
- Responsible for maintaining and updating student enrollment files and cumulative files including entering student registration information into the Student Information System.
- Supervises the maintenance of student records, including assessment results, test scores,

discipline citations, medical reports and records, and other documents.
- Help in general up-keep of the Resource Center cleanliness and pulls in support from the Site Admin on repairs and improvements.
- Processes all mail and is responsible for mailing student report cards and transcript requests.
- Responsible for auditing all teacher compliance files and sending information to Enrollment Specialist, Site Administrator, Program Director, Curriculum Coordinator, and Executive Director.
- Sends weekly updates on enrollment, resource center and projects to Leadership Team
- Works with Marketing when necessary to answer questions or help plan events.
- Facilitates staff in planning and setting up events and field trips.
- Is primarily on phones for the resource center. Answering and directing phone calls/questions.
- Develops, implements and monitors work practices, systems, and methods that are effective and consistent with school standards, policies, and procedures.
- Responsible for inventory-receives, and distributes/stores classroom, school office and workroom materials and supplies; maintains ongoing inventory; processes packing slips.

Qualifications:

- ❖ Organization, attention to detail, and problem solving skills
- ❖ Written and verbal communications skills
- ❖ Proficiency in Microsoft Office and other software programs
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping

Curriculum Coordinator

The role of the Curriculum Coordinator is to support the Director of Curriculum, Instruction and Assessment in providing students with a robust program. The Curriculum Coordinator will support teachers in developing alternative assignments, and problem solving curricular challenges. This position will assist in implementing the state standardized assessments as well as internal benchmarks assessments as needed.

This position requires significant organizational and technological prowess and the ability to multi-task effectively. Strong candidates enjoy differentiating curriculum in order to target specific learning goals, developing strong connections with students and families through consistent and positive communication, and working closely and actively as a member of a team.

Description of Duties:

- Develop new projects for replacement assignments
- Elementary remediation courses review - bridge classes
- Oversee criteria for others to develop projects for replacement assignments

- Review courses for approval as needed with Director of Curriculum, Instruction and Assessment
- Upload courses into SIS
- Develop course guide with Director of Curriculum, Instruction and Assessment
- Review of future curriculum as needed
- Work with teachers to create Pivot-generated courses with Director of Curriculum and Assessment
- Help create academic calendars Manage course list in SIS
- Assist with State Required Assessments
    - ELPAC, PFT, and CAASPP
- Establish testing timelines with Director of Curriculum and Assessment
- Assists with overseeing TOMS
- Work with Director of Curriculum, Instruction and Assessment implementing internal assessments: Exact Path, I Ready diagnostic and SEL surveys
- Oversee schoolwide plagiarism identification and academic honesty systems
- Approve credit limit waiver requests based on appropriate student course completion
- Oversee K-8 end of year grade level promotions
- Interface with families regarding curriculum/course questions
- Troubleshoot curricular glitches
- Assist 504 coordinator in curricular modifications as needed
- Assist in developing the online workshops schedule, grader office hours
- Supervise grading team
- Assign grader courses
- Supervise graders

Qualifications:

- ❖ Middle or High School teaching experience.
- ❖ Proficient in MS Excel, MS Word, and Google programs (including Google Meet, Sheets and Drive)
- ❖ Proven track record of successfully supporting struggling students
- ❖ Experience in providing instruction in an online environment (preferred)
- ❖ Experience and/or knowledge of MTSS, SEL and PBIS (preferred)
- ❖ Valid CA Teaching Credential with EL authorization

Community Liaison

The community liaison's mission is to foster connections to bring Pivot's name and students out into the community and bring community resources to Pivot to support students, families, and teachers.

Essential Job Functions

- Develop relationships with media representatives and assist in writing and distributing press releases and coverage of Pivot events.
- Outreach to families to re-engage students who are truant.

- Serve as homeless and foster student liaison to each county and provide support to teachers in serving this population of students.
- Research growth opportunities to better serve Pivot students, families, and the greater community.
- Conduct ongoing needs assessment to determine the key needs of students and their families.
- Research community resources that can benefit Pivot students by finding solutions to barriers they face or providing enrichment opportunities that will support their academic and social emotional needs.
- Serves as an additional resource to build partnerships with community colleges.
- Coordinate special events and activities, such as Wellness Fairs, Spring Festivals, and academic summits, that serve the community at large and Pivot students.
- Provide linkage and collaboration with community services and organizations for individual students and families as needed.
- Build relationships with organizations such as authorizing agencies, foundations, rotary chamber of commerce, social services agencies, businesses as well as County Offices of Education serving as a liaison between the Charter School and the community.
- Locate businesses that serve students who would benefit from the Pivot model and develop a "feeder" type program to increase enrollment at the smaller sites.
- Refers students and their families to outside agencies (e.g., state agencies, counselors, foundations, charities, etc.) to ensure the needs of students and families are met.
- Find and promote career and work opportunities in the community for students, including internships, mentorships and apprenticeships.
- Research and attend events in the community, like farmers markets or chamber of commerce meetings, to promote Pivot charter school, make the community more aware of our model, and support increased enrollment.
- Foster and promote volunteer (community service) opportunities in local communities.
- Strengthen parent relationships and engagement by coordinating parent training classes, consultation, and development.
- Assess home, school, personal, and community factors that may affect a student's learning.
- Coordinate family, school, and community resources on behalf of students.

Job Requirements and Qualifications
Skill to:

- Establish and maintain productive working relationships with staff, business associates, and the general community.
- Work on multiple tasks and prioritize appropriately.
- Recognize areas of concern relating to student issues and propose or recommend appropriate solutions to problems.
- Communicate effectively.
- Exercise initiative and make independent decisions to reschedule work to meet deadlines or to effectively handle emergency work.

Ability to:

- Demonstrate an understanding, patient, and receptive attitude toward students of varied age groups, particularly those exhibiting specialized needs.

- Work courteously and effectively with coworkers, students and parents.
- Understand and carry out oral and written instructions, and give direction to others.
- Complete assigned tasks without supervision.
- Communicate effectively at all organizational levels.
- Exercise good judgment in prioritizing tasks.
- Appropriately handle confidential information in accordance with Pivot policies.
- Efficiently utilize instructional materials and technologies (e.g., document camera, projector and video equipment, word processing presentation/webpage software, PowerPoint and Excel software applications)

Experience and Education Requirements:

- High school diploma
- CA PPS Credential in Social Work or School counseling
- Demonstrated experience in computer environment with knowledge of the installation, operation, repair, maintenance, and support of PC systems, applications, and hardware.
- Ability to utilize spreadsheets (Excel, Google Sheets) to audit systems and data management.

Education Specialist

The Pivot Charter School Education Specialist job requires immense amounts of flexibility and organizational skills. Under the direction of the Director of Special Education, the Education Specialist will be responsible for providing direct services to students and other activities of the Special Education Department; provide leadership and supervision to all school personnel as it relates to special education.

Description of duties:

- Provide instruction to students with special needs and identified learning disabilities in a resource specialist type program
- Tutor individual and small groups of students, reinforcing language and reading concepts and academic needs as specified in the IEP
- Administer and score individual and group tests and standardized achievement tests.
- Assist in conducting IEP meetings
- Communicate and coordinate special needs evaluation and testing with speech teachers, psychologists, and other service providers
- Communicate with parents regarding individual student progress and conduct
- Maintain progress records and record progress toward IEP goals
- Ensure all students are receiving services commensurate with their IEPs and making ongoing progress toward meeting goals as outlined in their IEPs
- Monitor the IEP and all special education processes
- Coordinate the selection of alternative curriculum for special education students that is aligned with the Charter School's core curriculum
- Assist in coordinating special education services with private and other agencies
- Implement and maintain an integrated student database of special education students and their IEPS in appropriate systems in a timely and compliant manner

- Support teachers in implementing Special Education programs and services
- Facilitate the development and implementation of action plans intended to accomplish specific goals and objectives related to special education
- Work collaboratively with the Director of Special Education and Executive Director to meet school goals and ensure alignment of programs, services, and operations of special education
- Direct and coordinate other special projects and duties as assigned by the Director of Special Education

Qualifications:

- ❖ Significant technological prowess and the ability to juggle many tasks at once
- ❖ Knowledge of and ability to implement Special Education law and policy
- ❖ Ability to understand and accept individual differences in children and parents
- ❖ California Special Education Teaching Credential

Educational Coordinator

The Pivot Educational Coordinator job requires immense amounts of flexibility and organizational skills. The role of the teacher at Pivot Charter School is to monitor student progress online daily, provide feedback, encouragement and support to students, provide academic support in their areas of expertise on site for students needing help and produce accurate, timely and compliant documentation of independent study attendance. Teachers do not necessarily provide direct instruction to a "class" of students on a daily basis but are on site every day. The teacher, called an Educational Coordinator, counsels, mentors, provides oversight and direction and provides whatever support it takes to help students succeed in their academic endeavors. This position requires significant technological prowess and the ability to juggle many tasks at once.

Description of duties:

- Maintain accurate and up-to-date documentation of student learning for their independent study program, student attendance and student progress
- Compile student learning files and electronically document all required educational data for independent study programs as prescribed by the Director
- Oversee student work, attendance and completion rates and makes recommendations for program changes accordingly
- Teach and guide in accordance with the abilities and achievements of the pupils assigned to him or her, and in conformance with the charter school's' philosophy, goals and objectives as expressed in the adopted courses of study in independent study.
- Improve each student's ability to read, write, compute, speak, and problem solve; monitor and document this progress through a variety of assessment techniques
- Perform accurate and timely accounting of student activities, i.e., master agreements, course contracts, portfolios, learning logs, grade reports, attendance reports, contact logs, and other documents deemed necessary for compliance
- Demonstrate evidence of team building, collaboration, creative problem solving, flexibility, conflict resolution, cultural sensitivity, and genuine care for each student

- Maintain a professional demeanor and high expectations in his or her meetings/interactions that is conducive to learning, and works cooperatively with administrators and colleagues in attempting to resolve problems
- Identify and attempt to meet special needs of pupils, and initiates referrals to special programs as necessary
- Communicate frequently with pupils and parents regarding the educational and social progress of pupils
- Prepare formal progress reports and provide other information appropriate for inclusion in the cumulative records of the pupils assigned to the EC's student list
- Ensure a high level of student attendance and work product completion
- Full time teachers serve a caseload of 25-40 independent study students. (Maintaining a schoolwide ratio of 25:1 FTE to ADA)
- Supervise extracurricular activities as directed including Fun Fridays and field trips
- Serve, as requested, on school and organization-wide committees and project teams
- Is on site 40 hours a week providing direct instruction in small groups and classes as well as learning lab supervision
- Participate in marketing promotional events each semester outside of the regular school day
- Attend and participate in required in-services training activities and work with Directors in planning the EC's own in-service program

Qualifications:

- ❖ Significant technological prowess and the ability to juggle many tasks at once.
- ❖ Knowledge of and ability to apply interpersonal communication techniques.
- ❖ Ability to understand and accept individual differences in children and parents.
- ❖ CTC certificate, permit, or other document required for the certificated assignment

English Language Development Teacher

The English Language Development teacher works closely with teachers and administrators to plan and execute a comprehensive plan to increase student achievement of English Learners and students with intervention needs. The ELD teacher will provide language acquisition support and instruct those who are designated as an English Learner or who continue to struggle with the English language even after being re-classified, through a Designated ELD Instruction Program as well as an Integrated ELD Instruction Program. The ELD teachers will also support intervention for these students. In addition to EL instruction, the ELD teacher will be responsible for outreach to our non-English speaking families and students by offering workshops, providing community resources and generally helping Pivot provide a welcoming and academically successful environment for our non-English speaking families.

Description of duties:

- Design and instruct students using effective research based instructional practices that address the cultural context of English Learners and in alignment with the standards for English Language Development

- Create a structured, positive culture of learning that promotes a sense of belonging for all students online and at the resource center
- Establish positive, caring relationships with students and school stakeholders
- Design and deliver instruction both online and at the resource center that is standards-based, purposeful, promotes critical thinking and student ownership, and embeds supports for learners at different levels
- Facilitate data collection and reporting for state documentation
- Monitor the progress of all English Learners and of Reclassified Fluent English
- Proficient students
- Attend and monitor site-level advisory committees as needed
- Support the coordination of all language-related testing of all students at the four campuses
- Support administrators, teachers, paraprofessionals, and parents in accelerating academic achievement via Designated and Integrated ELD at the resource center in Corona as well as online
- Consult with school staff regarding modifying regular programs for EL students, including
- ELD instruction and sheltering techniques
- Conference with parents as needed
- Serve on the Student Study Team (SST) and Individualized Educational Program team as requested
- Provide pertinent parent and student workshops on topics such as using the curriculum, college applications, community college and concurrent enrollment
- Determine staff development needs for instructional staff working with ELD students, and provides staff development opportunities to meet their needs

Qualifications:

- California single subject, ELA or multi-subject credential with English Learner
- authorization
- At least three years teaching English Learners and a demonstrated track
- record of success in improving their language acquisition and fluency (preferred)
- Familiarity with the policies, procedures, and training associated with the administration of the ELPAC
- Proficiency in analyzing, communicating, and presenting data
- Understanding and command of the best practices in teaching ELs
- Fluent in Spanish (reading, writing, speaking, listening) (preferred)
- Bachelor's Degree
- Possession of either Bilingual, Cross-Cultural, Language and Academic Development ("BCLAD") certificate; Cross-Cultural, Language and Academic Development ("CLAD")
  certificate; Bilingual Certificate of Competence ("BCC"); or Language Development Specialist ("LDS") certificate desirable

Special Education Administrative Assistant

Under the direction of the Director of Special Education, the Special Education Administrative Assistant will perform confidential secretarial and administrative assistant duties as it relates to Special Education. The Special Education Administrative Assistant will communicate with staff members of the Special Education team and families and districts and will coordinate and manage the meetings, records and reports.

Description of Duties:

- Provide meeting coordination between parents and the Special Education team
- File meeting notice requests in each student's file
- Mail meeting notice to parents
- Contact employees who are requested to attend the meeting
- Reschedule meetings due to parent cancellations or scheduling conflicts
- Create student evaluation spreadsheet to monitor student observations and to assign case managers on a rotating basis to perform student evaluations
- Copy and distribute the evaluation permission to test to the assigned case manager
- Receive student progress reports from case managers and other school support specialists
- Mail details of extended year programming ("EYP") to parents of special education students
- Schedule EYP meeting between building parents and Special Education team
- Input all IEPs into the state software system in an accurate and timely manner
- Gather and report special education data as requested by school administration
- Attend training and workshops deemed necessary to perform duties
- Print, maintain, and distribute all special education reports as needed

Qualifications:

- ❖ High school diploma or equivalent
- ❖ College degree preferred
- ❖ Strong technological skills
- ❖ Strong verbal written communication skills
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate with colleagues, parents and the community
- ❖ Maturity, humility, can-do attitude, strong work ethic, and sense of humor

School Nurse

The Charter School must abide by the laws and regulations that pertain to immunizations in the California public schools and other health regulations. It is essential to keep accurate records of the student's immunizations and health issues.

Description of Duties:

- Assess student immunization status and ensure compliance with California law. Maintain and update accurate student immunization records in the Student Information System and

in a trackable Google spreadsheet
- Communicate with the Enrollment Team to maintain current student records and follow up with Site Coordinators regarding student's missing vaccines
- Review student medical records to identify students with potential for classroom health emergencies as well as parent requests for medications on campus
- Recognize problems and impediments and report them to Administrative Staff.
- Coordinate with the Director of Student Services regarding communication of Health & Safety requirements through enrollment process
- Communicate with and develop notices for parents/guardians regarding Health & Safety concerns
- Serve as a resource person to the Educational Coordinators and Administrative Staff on questions concerning Health & Safety
- Assist in the development of Health & Safety Policies
- Work to acquire Epi-Pens at all Pivot Charter School sites
- Additional duties and projects as assigned by the Program Director and Administrative Staff

Qualifications:

- ❖ Attention to detail, organization, and problem solving skills
- ❖ Written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Prior knowledge in the medical field with the ability to read and understand medical terminology as it relates to health, safety, and immunizations

School Psychologist

Under the supervision of the Director of Special Education the School Psychologist will conduct applicable evaluations and assessments for students. Additionally, the School Psychologist will interpret the results and communicate with the Special Education to effectively participate in IEP meetings.

Description of Duties:

Services to Students:
- Conduct comprehensive psychological evaluations that include but are not limited to the assessment of intellectual, developmental, academic, social/emotional and behavioral status
- Assessment and data collection by use of informal or non-standardized evaluation techniques
- Interpret and utilize assessment data for the purpose of writing psychological reports and developing written intervention plans
- Create and assist to implement positive behavior intervention plans

Service to Teachers:

- Consult with teachers and administrators regarding specific students

Professional Development:
- Attend in-service meetings and conferences to develop professional attitudes and skills
- Maintain professional skills through reading of current literature and professional memberships

Other Duties and Responsibilities:
- Participate in individual education plan meetings

Qualifications:

- ❖ Bachelor's degree in related field
- ❖ Master's degree
- ❖ California Credential authorizing the performance of psychological services
- ❖ Administrative Services Credential (Preferred)
- ❖ Successful experience as a school psychologist and program development
- ❖ Extremely strong organizational skills
- ❖ Ability to use a consultative approach to resolving work-related issues
- ❖ Strong technological skills
- ❖ Strong communication and team building skills
- ❖ Knowledge and experience administering and using assessments
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate with colleagues, parents and the community
- ❖ Maturity, humility, can-do attitude, strong work ethic, and sense of humor

Enrollment Specialist

The Enrollment Specialist focuses on ensuring that Pivot's enrollment processes and operations are compliant, family friendly, and efficient. Under the direct supervision of the Executive Director, the Enrollment Specialist oversees the enrollment team and creates and maintains effective policies and procedures for enrollment.

Description of Duties:

- Serve as the Direct Supervisor of the Enrollment Team
- Review and approve time off requests
- Hold weekly meetings
- Provide annual evaluations
- Understand and oversee student enrollment procedures
- Attend necessary professional development workshops, conferences, online trainings, and seminars

- Ensure proper procedures are followed regarding communication about 504/IEP students
- Update student withdrawals in student information system
- Ensure the Enrollment Team is documenting custody issues and assist with problem solving or serve as support in problem solving issues
- Ensure the Enrollment Team is documenting custody issues and assist with problem solving or serve as support for homeless and foster students
- Ensure proper procedures are followed regarding communication about 504/IEP students
- Oversee the enrollment of foster, homeless, highly mobile youth, and adult students (18+ years)
- Assist in troubleshooting enrollment issues
- Manage Educational Coordinators caseloads and students changes
- Provide back-up and support for student credit evaluations
- Update School Information System (SIS) parent letters
- Update SIS with withdrawals, enrollments, and rolls over the re-enrolled students before the start of the new school year
- Ensure enrollment communication is updated and accurate in the student information system as well as from the Enrollment Team
- Ensures enrollment communications are also translated to Spanish
- Assist the Executive Director in updating enrollment processes

Qualifications:

- ❖ Organization, extreme attention to detail, and problem-solving skills
- ❖ Excellent written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Strong technological skills with proficiency in Microsoft Office programs and Excel as well as other software programs
- ❖ Ability to manage personnel, provide direction to others and make independent judgments

Paraprofessional / Classroom Assistant

The paraprofessional / classroom assistant supports the Educational Coordinator (teacher) in providing a well-organized, smoothly functioning class and on site environment in which students can take full advantage of the instructional program and available resources. Under the direction of credentialed teachers, the paraprofessional / classroom assistant may provide additional targeted support for students with special needs, English Learners, and students who experience other barriers to learning.

Description of Duties:

- Execute instructional and hands on activities with individual students or small groups of students following teacher direction and demonstration
- Provide assistance and tutoring to students

- Assist in preparation of materials for class and onsite activities
- Monitor and support student engagement
- Maintain the same high level of ethical behavior and confidentiality of information about students as is expected in the classroom teachers
- Assist students leaving and entering the resource center
- Assist with the supervision of students during emergency drills
- Assist with student use of equipment
- Observe and intervene to redirect inappropriate behavior
- Assist, monitor, and guide the student to pay attention, participate in activities, and complete tasks
- Guide independent study, enrichment work, and review material set up as assigned by the teachers

Qualifications:

- ❖ High school diploma or equivalent
- ❖ Teaching experience preferred
- ❖ Demonstrated knowledge and application of effective instructional aide or
- ❖ educational principles, practices and trends
- ❖ Work on multiple tasks and prioritize appropriately
- ❖ Recognize areas of concern relating to student issues and propose or
- ❖ recommend appropriate solutions to problems
- ❖ Communicate effectively
- ❖ Exercise initiative and make independent decisions to reschedule

Administrative Assistant

Under the supervision of the Director of Human Resources, the Administrative Assistant performs a variety of clerical and record keeping duties as well as communication with staff and other school constituencies such as Board members, authorizing school districts and contractors and business partners.

Description of Duties:

- Serve as the coordinator of the corporate office - checking mail, voicemails, posting agendas
- Organize accounts payable for Accounts Payable Clerk
- Request certificates of insurance
- Prepare bank deposits
- Mail paychecks and other documents including W-2's and 1095-C's
- Assist with reference checks for new hire candidates
- Prepare Amazon lists for corporate office and assist with merchandise check-in
- Scheduling of interviews of candidates
- Responsible for all Edjoin postings and accounts
- Communicate to candidates who have applied for jobs

- Communicate to staff about required trainings
- Complete letters of employment verification
- File documents in corporate files
- Assist vendors, contractors and other third-party agencies who engage with the Pivot schools
- Assist with planning special events
- Assist in business card development
- Assist Chief Business Official with Board meeting preparation and follow up
- Assist with processing of supply acquisition for all sites
- Assist with drafting of various contracts
- Prepare and mail invoices
- Prepare annual corporate and financial documents for distribution

Qualifications:

- ❖ High school diploma or equivalent
- ❖ Strong technological skills
- ❖ Strong verbal written communication skills
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate with colleagues
- ❖ Maturity, humility, can-do attitude, strong work ethic, and sense of humor

Assistant to Executive Director

Under the direction of the Executive Director, perform complex and confidential secretarial and administrative assistant duties, interpret policies and regulations to officials, staff, and the public; plan, coordinate and organize office activities and flow of communications and information for the assigned administrator; ensure efficient operation of support functions; and coordinate assigned projects.

Description of Duties:

- Perform complex and confidential secretarial and administrative support duties to relieve the Executive Director and cabinet level administrators of a variety of secretarial and administrative support details, coordinate and organize office and department activities and flow of communications for the administrator; manage the daily activities of the office; monitor office workflow and assure compliance with established timelines, procedures and standards of quality; maintain confidentiality of privileged and sensitive information.
- Coordinate and schedule various appointments and meetings using current calendaring systems; make travel arrangements; reserve facilities; prepare and assure proper completion of reimbursement forms; maintain and coordinate the Executive Director's calendar; prepare and disseminate calendar of events; coordinate and arrange special events and activities for the administrator and cabinet administrators
- Receive, screen, and route telephone calls; take and relay messages; assist in responding

to requests, complaints, and questions from officials, and the public, representing the administrator by phone and written communication; interpret policies and regulations to officials, staff and the public

- Compose correspondence independently on a variety of matters including those of a confidential nature; compile and type various emails, letters, forms, reports, contracts, packets, statistical data, memoranda, bulletins, newsletters, notices, lists, and other materials as directed; prepare, format, edit, proofread and revise written materials; prepare presentations and supporting materials using current software and technology systems
- Provide and support cabinet members and other personnel with information and documentation as requested. Receive and sort incoming correspondence; route confidential communications between the Executive Director and cabinet administrators; review and determine the priority of incoming mail; compose replies independently or from oral direction; prepare notices and mass emails
- Perform special projects and prepare various forms and reports on behalf of the Executive Director and cabinet level administrators; attend to administrative details on special matters as assigned; perform varied duties related to the administrator's area of responsibility and assigned programs

Qualifications:

- ❖ High school diploma or equivalent
- ❖ College degree preferred
- ❖ Strong technological skills
- ❖ Strong verbal written communication skills
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate with colleagues, parents and the community
- ❖ Maturity, humility, can-do attitude, strong work ethic, and sense of humor

Fiscal Services Coordinator

Under the supervision of the Chief Business Officer, the Accounts Payable and Logistics Coordinator performs a variety of accounts payable duties as well as organizes travel and logistics communication with staff, Board members, and outside agencies.

Description of Duties:

- Process all accounts payable including invoices, reimbursements, and recurring expenses
- Process request for checks
- Problem solves payment problems
- Request and processes W-9
- Act as a vendor liaison to resolve billing issues by investigating, issuing stop payments, payments, or adjustments

- Assist in onboarding new vendors and vendor contracts
- Process and code debit charges and uncategorized expenses
- Ensure the correct coding of AP according to SACS
- Assist with travel arrangements for Admin staff
- Assist with securing state rates and contracts for travel
- Assist Chief Business Officer with securing purchasing power
- Clerical support to administrators
- Maintain and update an electronic and hard copy filing system for accounts payable
- Assist Chief Business Officer with various business services as necessary
- Update job knowledge by participating in educational opportunities
- Support Executive Director with daily tasks
- Schedule administrative appointments
- Return administrative phone messages and some email communication
- Assist with electronic and hard copy filing of corporate and administrative documents
- Assist with mailing of state reporting

Qualifications:

- ❖ Organization, attention to detail, and problem solving skills
- ❖ Written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Data entry and general math skills
- ❖ Proficiency in Microsoft Office and other software programs
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping
- ❖ Solid understanding for basic bookkeeping and accounts payable procedures
- ❖ Work from home with some weekly travel required

Systems and Technology Coordinator

The Systems and Technology Coordinator will play a pivotal role in managing equipment, accounts, and resources for students, to close the Digital Divide and to ensure all students have equitable and secure access to educational programs and resources as well as technological tools, regardless of background or socioeconomic status. The Systems and Technology Coordinator will also support the technology needs of students and staff at school sites. This includes troubleshooting site technology issues, managing Google services for students and staff, managing and maintaining inventories of equipment and devices, maintaining and troubleshooting student accounts and system access, and providing general training and technology assistance for students and staff.

Description of Duties:

Help Site Coordinators troubleshoot and manage Chromebooks & student computers:

- Register Chromebooks to Pivot's Google domain
- Power washing

- Monitor usage
- Oversee the loan program
- Disable devices for withdrawn students

Manage Wifi hotspot devices:

- Manage web Filtering lists and content security
- Suspend/activate/check out devices
- Monitor usage
- Contact teachers when their students max out data or use inappropriately
- Oversee the loan program
- Disable devices for withdrawn students

Google Administrator:

- Manage user settings, including content filtering
- Manage Google device registrations
- Maintain security of Google devices and content
- Reset student passwords as necessary
- Suspend and activate accounts
- Maintain Google Groups for staff
- Monitor 2-Step Verification on staff accounts
- Attend Google for Education training
- Assist with student portal/website
- Investigate Google alerts as necessary
- Approve/add apps to organization

Student & Staff Account Management: Activate, suspend, maintain, and troubleshoot issues as directed with accounts in curriculum and other systems. May include assigning permissions to users for appropriate access, as needed.
Training provided by Supervisor or appropriate external system representative

- Google
- Clever
- School Pathways (includes Student Portal, Parent Portal, and Buzz)
- IXL
- YouScience
- Apex Learning
- i-Ready
- myLexia
- iLitELL
- Rosetta Stone
- DocuSign
- Other systems as needed

Manage systems troubleshooting website, providing screenshots and explanations for common issues, as well as work with staff on troubleshooting student and parent/guardian access issues. *Training provided by Supervisor or appropriate external system representative*

- Google
- Clever
- School Pathways (includes Student Portal, Parent Portal, and Buzz)

Curriculum Systems Management:

- Buzz integration with Accelerate, Apex, eDynamic
    - Bookshelf

Provide general training and assistance with certain technology and programs for students and staff. This includes the creation of short training videos to support students and staff during in-person instruction as well as distance learning.

- GSuite Applications
- Microsoft Office
- Windows
- Browser settings
- Adobe Reader
- Video conferencing programs such as Zoom and Google Meet

Work with families, students and staff through:

- Weekly trainings with topics (using Google calendar, looking at assignments completed, logging in, etc) for parents/guardians, students, and staff
- Limited one on one meetings

Maintain inventory of equipment. Work with staff to evaluate the condition of the equipment, facilitate ordering to ensure sufficient availability for all students' equipment needs, and recommend disposal as appropriate. Provide adaptors as needed to ensure seamless use of the equipment. Manage inventory and request new/replacement devices as needed.

- Student Chromebooks & computers
- Staff laptops
- Wifi hotspots
- External monitors
- Printers
- TVs
- Projectors
- Troubleshoot and repair devices or seek assistance with repairs
- Determine when devices are beyond useful life or damaged beyond repair; recommend items to senior administration for e-waste/disposal
- Facilitate device recovery

- Add admin accounts to staff computers

Work with senior administrators and external IT vendor(s) to ensure networks as well as staff equipment and accounts are secure, operating efficiently, and well maintained.

- Staff laptop troubleshooting, breakage, replacements, inventory and who does what (this position vs external company)
- Wifi networks at sites - "boots on the ground" to assist but not responsible for managing/maintaining. Define responsibilities for this position vs external company
- Control Panel
- Cybersecurity - managing confidential data, integrity of programs, services, protocols that are in place to protect our networks and devices - define responsibilities for this position vs external company
- Phishing/malware/scams/etc - training, simulations/tests, follow up after simulations/tests reveal areas for improvement

Qualifications:

- ❖ High School diploma
- ❖ Demonstrated experience in computer environment with knowledge of the installation, operation, repair, maintenance, and support of PC systems, applications, and hardware.
- ❖ Ability to utilize spreadsheets (Excel, Google Sheets) to audit systems and data management.

Data Coordinator

The Data Coordinator position is responsible for accurate data entry, monitoring, and reporting in multiple online systems utilized by Pivot Charter Schools. This position requires a high level of technical skill as well as the ability to learn new systems and work in a collaborative team environment.

Description of Duties:

- Transfer data from hard copy to a digital database
- Compose and compile complex reports for submission to the chartering authorities, County Offices, and the State of California, including, but not limited to:
    - CALPADS Fall 1, Fall 2, and EOY certifications
    - P-1, P-2, P-Annual pre-certifications
    - Charter Ins and Outs reports
    - SARC
    - LCAP metrics
    - Cal Grant GPA uploads
- Collect data, as well as analyze, design, and prepare various reports using software related to student operations; Including, but not limited to:
    - Notice to school district letters
    - SEIS/SIS comparison reports

    - Enrollment reports
    - Truancy and attendance reports
- Review reports and site data for accuracy and reconcile inconsistencies; Including, but not limited to:
    - DASS criteria
    - Student subgroup data (e.g. IEP, Section 504, EL, homeless/foster, adult students, unaccompanied minors)
    - CCE and other errors in CALPADS
- Communicate and work closely with school personnel to resolve discrepancies and to provide information to ensure accurate and timely reports; Including but not limited to;
    - Attendance collection and validation each learning period
    - Teacher credentialing information in SIS
- Provide detailed and technical information concerning categorical data
- Create spreadsheets to track important school information
- Organize existing data in a spreadsheet
- Verify outdated data and make any necessary changes to records
- Provide responsible administrative support in such areas as compiling data, analyzing
- data, and preparing related statistical reports
- Compile and maintain various record keeping systems including maintaining records of a confidential nature; Including but not limited to:
    - Annual enrollment rollovers in SIS
    - Master course catalog oversight
    - CMS/PLS course oversight
- Operate general office equipment such as a computer, printer, copier, calculator, facsimile machine, typewriter, telephone system
- Type, complete and/or file various documents, records, and reports such as letters, memoranda, agendas, work orders, invoices, and student transcripts
- Handle confidential documents in an appropriate manner
- Maintain confidential files and records such as student information
- Interact with various persons in the performance of duties including school administrators and staff, students, parents, business persons, government officials and agencies
- Compile, sort, and organize data to be entered into the databases or electronic files; Including, but not limited to:
    - College coursework completed
    - Discipline
    - CALPADS files (e.g. SENR, STAS, etc.)
- Pay attention to details and input data correctly and accurately
- Crosscheck and verify data keyed into the databases for accuracy;
    - Including, but not limited to: student demographic data, addresses, district of residence, phone numbers, email addresses
- Maintain and update workflow record regarding work completed and work pending;
- Establish and maintain organized filing systems both electronically and hard copy

Qualifications:

- ❖ High School diploma
- ❖ Organization, extreme attention to detail, and problem-solving skills

- ❖ Ability to be trained and master multiple systems utilized by Pivot
- ❖ Strong technological skills and resourcefulness
- ❖ Strong written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping

Programs and Attendance Clerk

The role of the Attendance and Data Clerk is to perform clerical activities of a school to support teachers and administrative staff and to maintain and manage school records in an organized manner. This position requires significant organizational and technological prowess and the ability to multi-task effectively.

Description of Duties:

- Collaborate and communicate efficiently and effectively with various staff members individually and in groups as a whole
- Create, update, manage and share spreadsheets to track important school information
- Perform specialized and technical duties related to assigned functions such as compiling information from a variety of sources and preparing complex reports and communicating with other agencies or departments to provide or obtain a wide variety of information.
- Organize existing data in spreadsheets
- Types, word processes, formats, edits, revises, proofreads, and prints a variety of documents and forms; copies, disseminates, and posts documents and information as appropriate
- Provide responsible administrative support in such areas as compiling data, analyzing data, and preparing related statistical reports
- Compile and maintain various record keeping systems including maintaining records of a confidential nature
- Organize and track Section 504 plans
- Routinely run reports on student attendance
- Track student truancy and manage truancy correspondence with families- including creating attendance related phone calls, mailings/emails/notices to parents and students
- Additional program monitoring tasks via running reports through various systems, including special groupings of students, and updating corresponding spreadsheets
- Help to manage Google Calendars including scheduling for multiple calendars including Workshop, Truancy Hearing and Student Support Team Meetings
- Assist in creating Student Support Team documentation in response to the Google Calendar
- Manage Student Support Team documentation including follow-up meetings and organize in Google Drive

Qualifications:

- ❖ High School diploma
- ❖ Organization, extreme attention to detail, and problem-solving skills
- ❖ Ability to be trained and master multiple systems utilized by Pivot
- ❖ Strong technological skills and resourcefulness
- ❖ Strong written and verbal communications skills
- ❖ Time management skills and the ability to prioritize work
- ❖ Knowledge of clerical and administrative procedures and systems such as filing and record keeping as well as report experience in report preparation

Credit Analyst

Under the supervision of the Enrollment Specialist, the Credit Analyst performs a variety of complex, clerical, and record keeping duties related to the enrollment, as well as the graduation or withdrawal, of students in grades K-12, including those in special programs, according to established policies and procedures. The Credit Analyst also receives, prepares, and evaluates records, updates files, and analyzes records for compliance with graduation requirements. They are also responsible for maintaining some student records in the Student Information System and creating student course schedules and other secondary student information.

Description of Duties:

- Review transcripts and/or report card of enrolling students and follows-up with past schools as needed
- Verify grade level and other enrollment data as needed using the CALPADS system
- Maintain and update trackers such as: homeless-foster list, site-specific trackers, graduation checks, etc.
- Interpret and analyze incoming transcripts and coursework of enrolling students and evaluates them against Pivot's education standards
- Perform specialized and technical student records tasks involving the establishment and maintenance of permanent student record files
- Identify issues on the Student Information System transcripts and makes corrections (ex: fix course category, request corrected report card, contact past school for update), apply r-modifiers and notes in the SIS
- Assist with transcript input during high-volume times
- Cross-check homeless-foster report with CE team tracker
- Perform graduation checks and discusses student progress with Educational Coordinators
- Utilize graduation check tracker to identify likely graduates
- Communicate with Educational Coordinators to develop graduate list prior to ordering diplomas
- Coordinate and orders diplomas and covers

- Manage students in the SIS (ex: voluntary withdrawals, truancy, etc.)
- Import report cards to SIS
- Evaluate transcripts received from other schools, convert grade and hour credits to corresponding units, and input information into Pivot Charter School student databases.
- Reconciles and corrects errors in student records, scheduling, and grade reports
- Collaborates with the Enrollment Specialist to assign students to ECs
- Apply waivers in SIS

Qualifications:

- ❖ Strong attention to detail and multi-tasking skills
- ❖ Strong technological skills
- ❖ Strong verbal and written communication skills
- ❖ Ability and willingness to reflect and improve
- ❖ Ability to collaborate professionally with colleagues, parents, and the community
- ❖ High school diploma or equivalent
- ❖ College degree preferred

VI. HEALTH AND SAFETY PROCEDURES

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:
(i) That each employee of the charter school furnishes the charter school with a criminal record summary as described in Section 44237.
(ii) The development of a school safety plan, and the annual review and update of the plan, pursuant to Section 47606.3. Education Code Section 47605(c)(5)(F).

In order to provide safety for all students and staff, Pivot Charter School implements full health and safety policies and procedures and risk management policies in consultation with its insurance carriers and risk management experts. These procedures shall be incorporated into Pivot Charter School's student and staff handbooks and shall be reviewed on an ongoing basis by the Executive Director and Board of Directors. Pivot Charter School shall ensure that staff are trained on the health and safety policies.

The following is a summary of the health and safety policies of Pivot Charter School:

Procedures for Background Checks

Employees and contractors of Pivot Charter School shall be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony or sex offense, except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Executive Director of Pivot Charter School shall monitor compliance with this policy and report to the Board of Directors on a regular basis. The Board Chair shall monitor the fingerprinting and background clearance of the Executive Director. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

Background Checks for Subcontractors

Pursuant to SB 1083 (2026) and AB 2796 (2026), the Charter School shall require applicants for noncertificated positions, including subcontractors who interact with or directly support students, including through virtual services, to provide a complete history of prior educational employment. Before hiring, the Charter School shall contact prior educational employers to verify whether the applicant has been the subject of any credible complaints or discipline regarding egregious misconduct. All services contracts shall include the required provisions of Education Code Section 45125.1, including explicit termination for noncompliance.

Mandated Child Abuse and Neglect Reporting and Training

All employees, volunteers, contractors (whose duties require contact with or supervision of students), and governing board members of the Charter School are mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by school districts. For purposes of this requirement, volunteers are defined as individuals who are over 18 years of age and interact with students outside of the immediate supervision and control of the student's parent or guardian or a Charter School employee. The Charter School shall provide training to all mandated reporters in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, shall be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations

The Charter School adheres to all laws related to legally required immunizations for all enrolled students who receive site-based instruction pursuant to Health and Safety Code Sections 120325–120375 and Title 17, California Code of Regulations Sections 6000–6075. All rising students in 7th grade must be immunized with a pertussis (whooping cough) vaccine booster.

Upon a student's admission or advancement for 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336.

Medication in School

The Charter School adheres to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy to incorporate

best practices identified by the California Department of Education's model policy, as revised.

Suicide Prevention Resources

Student Identification Cards

To support student safety and wellness, student identification cards issued to students in grades 7 through 12 will include the telephone number for the 988 Suicide and Crisis Lifeline, the National Domestic Violence Hotline and the telephone number and text line for The Trevor Project's LGBTQ suicide hotline as required by Education Code section 215.5. Pivot Charter School Riverside will update student identification cards as necessary to ensure compliance with all applicable state requirements regarding crisis and suicide prevention resources.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Blood-borne Pathogens

The Charter School shall meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus ("HIV") and hepatitis B virus ("HBV").

Whenever exposed to blood or other body fluids through injury or accident, students and staff should follow the latest medical protocol for disinfecting procedures.

Drug Free / Alcohol Free/ Smoke Free Environment

The Charter School maintains a drug, alcohol, and smoke free environment.

Facility Safety

Pivot Charter School shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the California Building Standards Code. Pivot Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. Pivot Charter School shall conduct fire drills as required under Education Code Section 32001.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School adheres to Education Code Section 49450 et seq. as applicable to the grade levels served by the Charter School.

Diabetes

The Charter School shall make type 1 diabetes informational materials accessible to the parent or guardian of a pupil when the pupil is first enrolled in elementary school. The Charter School shall provide 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 shall include, but not be limited to, all of the following:

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

Mental Health Education

If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, *et seq.*

Mental Health Information

The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

Pivot Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. Pivot Charter School has developed a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to

employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with Pivot Charter School's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code Section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at the schoolsite and in public areas at the schoolsite that are accessible to, and commonly frequented by, pupils.

Menstrual Products

The Charter School 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. The Charter School shall post a notice regarding the requirements of Education Code Section 35292.6 in a prominent and conspicuous location in every restroom required to stock menstrual products, as specified. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number for a designated individual responsible for maintaining the requisite supply of menstrual products

All Gender Restrooms

On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

School Meals

The Charter School shall provide breakfast and lunch 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. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement.

The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.

Recess

Except where a field trip or other educational program is taking place, if the charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

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, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Referral Protocols for Addressing Student Behavioral Health Concerns

The Board shall adopt, at a regularly scheduled meeting, a policy on referral protocols for addressing student behavioral health concerns in grades 7 to 12, inclusive. The policy shall meet the requirements of Education Code Section 49428.2, and shall be developed in consultation with Charter School and community stakeholders and school-linked behavioral health professionals, and shall, at a minimum, address procedures relating to referrals to behavioral health professionals and support services.

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(O):

a. child abuse or neglect reporting procedures
b. routine and emergency disaster procedures
c. policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
e. a discrimination and harassment policy consistent with Education Code Section 200
f. provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
h. a safe and orderly environment conducive to learning
i. the rules and procedures on school discipline adopted pursuant to Education Code Section 35291, 35291.5, and 47605

j. procedures for conducting tactical responses to criminal incidents
k. procedures to prepare for active shooters or other armed assailants by conducting a drill, if this topic is covered in the School Safety Plan

l. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a school bus serving the school
m. procedures to respond to incidents involving an individual experiencing a sudden cardiac arrest or a similar life-threatening medical emergency while on school grounds

n. procedures specifically designed to notify parents and guardians of pupils, teachers, administrators, and school personnel when the school confirms the presence of immigration enforcement on the schoolsite

o. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose

The School Safety Plan shall be drafted specifically to the needs of the facilities in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Disaster procedures included in the School Safety Plan shall address and include adaptations for students with disabilities. To the extent an employee, parent/guardian, educational rights holder, or student brings concerns regarding the procedures to the principal and, if there is merit to the concern, the principal shall direct the School Safety Plan to be modified accordingly.

The Charter School shall develop an instructional continuity plan, consistent with Education Code Section 32282(a)(3), to establish communication with students and their families and provide instruction to students when in-person instruction is disrupted due to an emergency pursuant to Education Code Sections 41422 or 46392(a).

Workplace Violence Prevention Plan

The Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with children.

Supporting LGBTQ Students

Through the completion of the 2029-30 school year, the Charter School shall use an online training delivery platform and curriculum to provide at least one hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.

SAFETY Act

Pursuant to AB 1955 (2024), employees of the Charter School shall not be required to disclose any information related to a pupil's LGBTQ+ identity to any other person without the pupil's consent unless otherwise required by state or federal law. This provision shall not limit a parent's ability to request school records on behalf of their child.

Homicide Threats

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

Gun Safety Notice

At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

Transportation Services

The Charter School shall comply with the requirements of SB 88 (2023-24) inclusive of Education Code Sections 39875, 39877, 39878, and 39879, as applicable, relating to background checks, testing, and other requirements for individuals and entities providing transportation services for students.

Extreme Weather Policy

On or before July 1, 2026, the Charter School will develop, adopt, and implement a weather policy that includes protocols for extreme weather conditions, and incorporate the standardized guidelines developed by the CDE.

VII. STUDENT POPULATION BALANCE

Governing Law: The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(c)(5)(G).

All students are welcome at Pivot Charter School Riverside regardless of their race or ethnicity, special education, or English Learner status. Pivot Charter School Riverside shall not discriminate on any of the bases listed in Education Code Section 220. Pivot Charter School Riverside's program is designed to reverse the pattern of low socio-economic and highly ethnically diverse populations underperforming in school. As such, Pivot Charter School has instituted a recruitment program designed to educate and inform potential students about its instructional program and to seek and recruit students who traditionally have been underserved and/or have underperformed in traditional school environments.

The recruitment program includes, but is not necessarily limited to:

- Developing promotional material, such as brochures and banners in multiple languages.
- Visiting community centers as well as park and recreation facilities when educationally-related events are held.
- Attending and participating at local neighborhood events to promote the Charter School and meet prospective students.
- Developing partnerships with local racially and ethnically, ability, and linguistically-affiliated community organizations as a source of referrals for prospective students.
- Organizing open house and school tour visits to offer opportunities for prospective students and families to learn more about the Charter School program.
- Using teachers and staff to develop a teacher referral network from other schools for prospective students.
- Working with community leaders to outreach to marginalized student and family populations

Pivot Charter School Riverside will maintain an accurate accounting of the racial and ethnic, special education, and EL student makeup of the Charter School on an ongoing basis.

We are committed to participate in community events such as Hispanic Heritage Month events in the Casa Blanca Library that celebrate with crafts, foods and activities(September), a meaningful event celebrating Hispanic heritage, attend events at the Cheech Museum in partnership with the Riverside Art Museum, where the Hispanic culture is celebrated and entrance to families is free

and open to the public, Farmers Markets in Downtown Riverside and on Tyler, and the Downtown Corona Saturday Night Market (year round), all of which provide opportunities to connect with families, particularly Hispanic and socioeconomically disadvantaged populations. We are also committed to placing Spanish-language ads at popular shopping centers as well as Spanish language commercials during peak enrollment months (April–August) to reach Hispanic families, who comprise 52.8% of the District. Ads will highlight flexible enrollment options and student support services, such as for English Learners (13.3%), students with disabilities (14%), and foster/homeless youth. We will continue to work towards having our family flyers, meetings and information translated to ensure understanding and inclusion by our bilingual families. In addition, we plan to distribute informational flyers at local libraries and community centers (September, January, and April) and partner with nonprofits serving foster and homeless youth to ensure direct outreach. We are committed to continuing our work with the Riverside County Office of Education in supporting and offering resources to our foster and homeless students. Demographic comparisons to Corona guide this plan: while English Learners and Hispanic students represent a significant majority, outreach strategies also target underserved subgroups such as African American (5.3%), Pacific Islander (0.4%), and American Indian (0.3%) families through participation in equity-centered events hosted by local cultural organizations. This layered and cyclical approach ensures repeated exposure and equitable access to information about the Charter School.

VIII. ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Education Code Section 47605(c)(5)(H).

Pivot Charter School Riverside is nonsectarian in its programs, admission policies, and all other operations. The Charter School admits all students who are residents of Riverside County and adjacent counties pursuant to Education Code Section 51747.3, and shall not discriminate on the basis of any characteristic described in Education Code Section 220. The Charter School is a public K-12 school and does not charge tuition. Pivot Charter School Riverside is committed to maintaining a diverse student population, utilizing outreach efforts to recruit students who traditionally have been underserved. No student shall be required to attend the Charter School, and alternative school choices are available at other schools within the District. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. Pivot Charter School Riverside shall comply with all laws establishing minimum and maximum age for public school attendance. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or the pupil's parent or legal guardian within the state, except as required by Education Code Section 51747.3. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a 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 Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English Learners, neglected or delinquent pupils, homeless pupils, or pupils who are socioeconomically 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. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School 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 the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents.

The Charter School shall require students who wish to attend the Charter School to complete an application form. After admission, all students will be required to submit the Pivot Charter School Riverside enrollment packet which shall include the following:

1. Student enrollment form

2. Proof of Immunization
3. Home Language Survey
4. Completion of Emergency Medical Information Form
5. Proof of minimum age requirements,
6. Release of records[1]

While no admission tests are required, tests may be administered after admission to determine the proper placement of students.

Public Random Drawing

All students who wish to attend the Charter School are admitted, unless the number of applications exceeds the number of seats available. An open enrollment period is held to determine the number of applications for admission.

If the number of applications exceeds the enrollment capacity by an enrollment deadline established by the Pivot Charter School Board, a public random drawing is held. Existing students of Pivot Charter School have an automatic right to continued enrollment in the Charter School should they wish to do so, and shall not be included in the public random drawing. Pivot Charter School Riverside grants admission preference in the public random drawing in the following order:

- Siblings of students admitted to or attending Pivot Charter School Riverside
- Children of Pivot Charter School Riverside employees
- Residents of the District

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

The Board of Directors will take all necessary efforts to ensure lottery procedures are fairly executed. Lottery spaces are pulled in order of grade level by the designated lottery official (appointed by the Executive Director). Separate lotteries shall be conducted for each grade span/ program in which there are fewer vacancies than pupils interested in attending. All lotteries shall take place on the same day in a single location. There is no weighted priority assigned to the preference categories; rather, within each grade span, students will be drawn from pools beginning with all applicants who qualify for the first preference category, and shall continue with that preference category until all vacancies within that grade level have been filled. If there are more students in a preference category than there are spaces available, a random drawing will be held from within that preference category until all available spaces are filled. If all students from the

[1] In accordance with Education Code Section 47605(e)(4)(B), the Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

preference category have been selected and there are remaining spaces available in that grade level, students from the second preference category will be drawn in the lottery, and the drawing shall continue until all spaces are filled and preference categories are exhausted in the order provided above.

At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year. In no circumstance will a waitlist carry over to the following school year.

Public random drawing rules, deadlines, dates and times will be communicated in the application form and on the Charter School's website. Public notice for the date and time of the public random drawing will also be posted once the application deadline has passed. The Charter School will also inform parents of all applicants and all interested parties of the rules to be followed during the public random drawing process via mail or email at least two weeks prior to the lottery date.

The Charter School will conduct the lottery in the spring for enrollment in fall of that year.

IX. SUSPENSION AND EXPULSION POLICY AND PROCEDURES

Governing Law: 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 are 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. Education Code Section 47605(c)(5)(I).

Each student and the student's parent/guardian will be provided with a copy of the following discipline policies, including suspension and expulsion procedures, and will be required to verify that they have reviewed and understand the policies prior to enrollment.

Suspension and Expulsion Policy and Procedures

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at Pivot Charter School.

When the policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at noncharter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.*

This policy shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal. The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removal and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion. The policy may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements.

Staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will clearly describe discipline expectations, and it will be printed and distributed annually as part of the Student Handbook, which is sent to each student at the beginning of the school year. The Charter School administration shall ensure that students and their parents/guardians[2] are notified in writing upon enrollment of all discipline policies and procedures.

Discipline includes, but is not limited to, advising and counseling students, conferring with parents/guardians, detention during and after school hours, 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 this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or

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

to prevent damage to school property.

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

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

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

Procedures

A. **Grounds for Suspension and Expulsion of Students**

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance that occur at any time, including, but not limited to, any of the following:

- while on school grounds;
- while going to or coming from school;
- during the lunch period, whether on or off the school campus; or
- during, going to, or coming from a school-sponsored activity.

B. **Enumerated Offenses**

1. **Discretionary Suspension Offenses**: A student may be suspended for any of the following acts when it is determined the pupil:

   a) Caused, attempted to cause, or threatened to cause physical injury to another person.

   b) Willfully used force of violence upon the person of another, except self-defense.

   c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.

   d) Unlawfully 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, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

   e) Committed or attempted to commit robbery or extortion.

   f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

   g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

   h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a pupil's own prescription products. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

   i) Committed an obscene act or engaged in habitual profanity or vulgarity.

   j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.

   k) Knowingly received stolen school property or private property, which includes but

is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e., a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Assault or battery, as defined in Penal Code Sections 240 and 242, upon any school employee.

p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or 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 or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an

intimidating, hostile, or offensive educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to pupils in any of grades 4 to 12, inclusive.

t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to pupils in any of grades 4 to 12, inclusive.

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

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

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

2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
    i. A message, text, sound, video, or image.

ii. A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

(a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a 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 (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) Aided or abetted, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a 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 (1)(a)-(b).

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

2. **Non-Discretionary Suspension Offenses**: Students must be suspended and recommended for expulsion when it is determined the pupil:

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

3. **Discretionary Expellable Offenses:** Students may be recommended for expulsion when it is determined the student:

a) Caused, attempted to cause, or threatened to cause physical injury to another person.

b) Willfully used force or violence upon the person of another, except self-defense.

c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind. Students who voluntarily disclose their use of a controlled substance, alcohol, or an intoxicant of any kind in order to seek help through services or supports shall not be suspended solely for that disclosure.

d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.

g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.

h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student. Students who voluntarily disclose their use of a tobacco product in order to seek help through services or supports shall not be suspended solely for that disclosure.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.

k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

o) Assault or battery, as defined in Penal Code Sections 240 and 242, upon any school employee.

p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current,

or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.

q) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.

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

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

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation,

which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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

i. A message, text, sound, video, or image.
ii. A post on a social network Internet Web site including, but not limited to:
    (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
iii. An act of cyber sexual bullying.
    (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit

photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) A student who aids or abets, as defined in Penal Code Section 31, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).

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

4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion when it is determined pursuant to the procedures below that the student:

a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Executive Director or designee's concurrence.

b) Brandished a knife at another person.

c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*

d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

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

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such a term does not include an antique firearm.

- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

C. **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

1. *Conference:* Suspension shall be preceded, if possible, by a conference conducted by the Executive Director or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or school employee who referred the student to the Executive Director. The conference may be omitted if the Executive Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and the student shall be notified of the student's right to return to school for the purpose of a conference.

   At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(I)(i).

   This conference shall be held within two (2) 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. The conference shall be held as soon as the parent is physically able to

return to school for the conference.

Penalties shall not 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 Parents/Guardians:* At the time of suspension, the Executive Director or designee shall make a reasonable effort to contact the parent/guardian in person, by email, or by telephone. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. *Suspension Time Limits/Recommendation for Expulsion:* Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension.

   Upon a recommendation of expulsion by the Executive Director or designee, the pupil and the pupil's parent/guardian shall be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil and the pupil's parents/guardian, unless the pupil and the pupil's parents/guardians fail to attend the conference.

   This determination will be made by the Executive Director or designee upon either of the following determinations: 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 results of an expulsion hearing.

4. *Homework Assignments During Suspension*

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

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

term, that assignment shall not be included in the calculation of the student's overall grade in the class.

D. Authority to Expel

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

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

E. Expulsion Procedures

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

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

The Administrative Panel may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the Administrative Panel. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The Administrative Panel may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the Administrative Panel revokes the suspension of an expulsion order, the student may be expelled under the terms of the original expulsion order. The Administrative Panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The Administrative Panel shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

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:

1. The date and place of the expulsion hearing.

2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based.

3. A copy of the Charter School's disciplinary rules that relate to the alleged violation.

4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment.

5. An explanation of the opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor.

6. An explanation of the right to inspect and obtain copies of all documents to be used at the hearing.

7. An explanation of the opportunity to confront and question all witnesses who testify at the hearing.

8. An explanation of the opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

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

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

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days' notice of their scheduled testimony, (b) have up to two (2) adult support persons of the complaining witness's choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the Board or Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.

4. The Board or the Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.

5. The Board or Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school if there is no good cause to take the testimony during other hours.

6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the Board or Administrative Panel presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.

7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the Board or Administrative Panel from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.

9. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the

evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

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

H. Presentation of Evidence

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

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

I. Expulsion Decision

The determination of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The Board of Directors shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final. If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

J. Written Notice to Expel

The Executive Director or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following:

a. Notice of the specific offense committed by the student
b. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School

The Executive Director or designee shall send a copy of the written notice of the decision to expel to the district of residence. This notice shall include the following:

a. The student's name
b. The specific expellable offense committed by the student

K. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the County upon request.

L. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

M. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the county or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parent/guardian or by the school district of residence to assist with locating alternative placements during expulsion.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a pupil after the end of the student's expulsion term or to admit a previously-expelled pupil from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Executive Director and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Executive Director shall make a recommendation to the Board following the meeting regarding the Executive Director's or designee's determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the

Charter School.

P. Notice to Teachers

The Charter School shall notify teachers of each pupil who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students With Disabilities

1. Notification of SELPA

   The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

2. Services During Suspension

   Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. Procedural Safeguards/Manifestation Determination

   Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the charter school, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

   a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

   b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the charter school had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review it and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent and the charter school agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. Due Process Appeals

If the parent/guardian of a child with a disability disagrees with any decision regarding placement or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, they may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian, or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

   Charter school personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

   The Executive Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

   a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;

   b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

   c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

   The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

   A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter

School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to charter school supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

b. The parent/guardian has requested an evaluation of the child.

c. The child's teacher, or other charter school personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other charter school supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, if the parent has refused services, or if the student has been evaluated and determined to not be eligible.

X. EMPLOYEE RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or the federal social security. Education Code Section 47605(c)(5)(J).

Retirement

Certificated employees who are deemed eligible under state law shall participate in the State Teachers' Retirement System ("STRS"), in which the employer and the employee each contribute the statutory amount. All other employees shall participate in the Federal Social Security program. Other retirement programs have been made available to all employees, such as an elective employee contribution to a 403(b) plan. For employees not eligible for STRS, employer matching may also be available for contributions to the 403(b) plan. The Executive Director and the Chief Business Officer shall be responsible for ensuring accurate and timely reporting to the retirement systems and ensuring that arrangements for retirement coverage are made for all employees.

Work Basis

Employee hours per week will be based upon individual employee work agreements. The standard work week for all staff is forty hours per week.

Benefits

Mandatory benefits such as workers' compensation, unemployment insurance, Medicare and social security (for non-STRS employees) as well as health, dental, vision, and related benefits are provided by Pivot Charter School as part of the total compensation package for each employee, determined as part of the individual work agreement.

XI. PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(c)(5)(K).

No student shall be required to attend Pivot Charter School. Students of the District are free to attend the existing District schools with available spaces rather than Pivot Charter School. Alternatively, students may wish to seek inter- or intra-district attendance alternatives in accordance with applicable District policy. Parents/guardians will be informed that no student shall be granted an automatic right to admission in any school or program of the District on the basis of that student's enrollment or application to Pivot Charter School.

XII. EMPLOYEE RETURN RIGHTS

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(c)(5)(L).

No public school district employee shall be required to work at Pivot Charter School. Employees of the District who choose to leave the employment of the District to work at the Pivot Charter School will have no automatic rights of return to the District after employment by Pivot Charter School unless specifically granted by the District through a leave of absence or other agreement. Pivot Charter School employees shall have any right upon leaving the District to work in Pivot Charter School that the District may specify, any rights of return to employment in a school district after employment in Pivot Charter School that the District may specify, and any other rights upon leaving employment to work in Pivot Charter School that the District determines to be reasonable and not in conflict with any law.

Sick or vacation leave or years of service credit at the District will not be transferred to Pivot Charter School. Employment by Pivot Charter School provides no rights of employment at any other entity, including any rights in the case of closure of Pivot Charter School.

XIII. DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Education Code Section 47605(c)(5)(M).

Internal Disputes

Pivot Charter School has established complaint procedures that address both complaints alleging discrimination or violations of law and other internal or stakeholder complaints regarding Pivot, including those required for Uniform Complaint Procedures and Title IX complaints. Pivot Charter School will not, at any time, refer complaints to the County. If the County receives any complaints or reports about Pivot Charter School, the County will promptly refer them to the Board or administrative staff of Pivot Charter School for resolution. County staff will instruct any Pivot Charter School stakeholders who attempt to lodge complaints with the County to stop their explanations of the situation and will inform them that all complaints must be directed to Pivot Charter School personnel. The County agrees not to intervene or become involved in any internal dispute unless the Board of Directors has requested the County to intervene in the dispute.

Disputes with the County

The staff and Board members of Pivot Charter School agree to attempt to resolve all disputes between the County and Pivot Charter School regarding this charter pursuant to the terms of this section. To the extent allowed by law, both will refrain from public commentary regarding any disputes until the matter has progressed through the dispute resolution process.

Pivot Charter School recognizes that it cannot bind the County to a dispute resolution procedure to which the County does not agree. Pivot Charter School is willing to consider changes to the process outlined below as suggested by the County.

Pivot Charter School and the County will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between Pivot Charter School and the County, Pivot Charter School staff, employees and Board members of Pivot Charter School and the County agree to first frame the issue in written format ("dispute statement") and to refer the issue to the County Superintendent and Executive Director of Pivot Charter School. In the event that the County Board believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, Pivot Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a prerequisite to the County's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Executive Director and Superintendent, or their respective designees, shall informally meet

and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and the Executive Director of Pivot Charter School, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and the Executive Director, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the Parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and the Executive Director, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement or as mutually agreed upon. The costs of the mediator shall be split equally between the County and Pivot Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and Pivot Charter School.

XIV. CLOSURE PROTOCOL

Governing Law: The procedures to be used if the charter school closes. The procedure shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(c)(5)(N).

Closure of Pivot Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

The Charter School will promptly notify parents and students of Pivot Charter School, the Riverside County Office of Education, Pivot Charter School's SELPA, the retirement systems in which Pivot Charter School'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 person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of Pivot Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close Pivot Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, Pivot Charter School will provide parents, guardians, 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 FERPA. Pivot Charter School will ask the County to store original records of Pivot Charter School students. All student records of Pivot Charter School shall be transferred to the County upon Pivot Charter School closure. If the County will not or cannot store the records, Pivot Charter School 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 practicable, Pivot Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by Pivot Charter School 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 Pivot Charter School.

Pivot Charter School will complete and file any annual reports required pursuant to Education Code Section 47604.33.

On closure of Pivot Charter School, all assets of Pivot Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending Pivot Charter School, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed to another public school that satisfies the requirements of paragraphs (a) through (e) of section III.A of Notice 2015-07 issued by the Internal Revenue Service and the Treasury Department entitled "Relief for Certain Participants in § 414(d) Plans" of any final regulations implementing 26 U.S.C. § 414(d) or to a State, political subdivision of a State, or agency or instrumentality thereof. Any assets acquired from the County or County property will be promptly returned upon Pivot Charter School closure to the County. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, Pivot Charter School shall remain solely responsible for all liabilities arising from the operation of Pivot Charter School.

As Pivot Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of Pivot Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the budget in **Appendix F**, Pivot Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

XV. MISCELLANEOUS CHARTER PROVISIONS

Budgets and Financial Reporting

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. Education Code Section 47605(h).

Attached, as **Appendix F, G,** and **H** please find the following documents:

- Budget, financial projection
- Budget narrative
- Cash flow for three years of operation

Pivot Charter School provides reports to the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33 as follows, and may provide additional fiscal reports as requested by the County:

- By July 1, a preliminary budget for the current fiscal year.

- By July 1, an annual update required pursuant to Education Code Section 47606.5.

- By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on or before January 31, a copy of Pivot Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, State Department of Education, and County Superintendent of Schools.

- By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.

- By September 15, a final unaudited report for the full prior year. The report submitted to the County shall include an annual statement of all the Pivot Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the County as required by law and as requested by the County including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Section 47604.33, the SARC, and the LCAP.

Insurance

Pivot Charter School finances and maintains general liability, workers' compensation, and other necessary insurance of the types and in the amounts required for an enterprise of similar purpose and circumstance. The County is named as an additional insured on all policies of Pivot Charter School Riverside.

Financial Management

Strong financial controls are at the heart of successful financial management. In addition to employing a Chief Business Officer who manages business and finance operations, Pivot Charter School contracts with a business services company (EdTec Inc.) that has extensive experience in managing school finances. Their philosophy on financial controls includes four major tenets:

1. Controls work best if built-into the system, rather than applied to it after the fact;
2. Control derives from procedure, rather than intentions;
3. Separation of duties and responsibilities is critical to sound control; and
4. All control systems should have a "double-check."

With these core tenets in mind, Pivot Charter School has adopted the following policies and controls, which ensure multiple different individuals review and approve transactions before they are completed:

Payroll: All new hires must be approved by the Executive Director, including their contracts and compensation. The Director of Human Resources is responsible for submitting information for each payroll period. The business services company then processes the payroll information and makes any necessary changes before submitting to the Chief Business Officer and/or Executive Director for final written approval.

Contracts: All major contracts, or other obligations of the corporation totaling at least $30,000, must be in writing and approved by the Board.

Borrowing: All borrowing must be approved in advance by the Board.

Accounts Payable: All requests for payment must be made in writing (e.g., through invoice or Employee Reimbursement Request) with appropriate documentation. The Executive Director or Chief Business Officer must, in writing, verify complete receipt of all goods and services. Invoices, reimbursements, check requests, and other accounts payable documents are submitted by the Accounts Payable Clerk, and processed by the business services company. Payment for goods and services requires approval as follows:

- Payments under $30,000 require approval from the Executive Director, Chief Business Officer, Board Chairman, or Board Treasurer.
- Payments of $30,000 to $39,999.99 require two approvals: Executive Director or

Chief Business Officer, and Board Chairman or Board Treasurer.

- Payments of $40,000 or more require two approvals from the following list of authorized persons: Executive Director, Board Chairman, Board Treasurer.
- Checks over $30,000.00 and checks made out to an authorized signer require two signatures (drawn from the Executive Director, Board Chairman, and Board Treasurer).

Budget & Financial Statements: The back office business services contractor assists the Executive Director, Chief Business Officer, and Board of Directors in creating and monitoring the annual budget. The business services contractor also prepares monthly financial statements that show, at a minimum Year-to-Date information on: actual performance, the budget, and the variance of budget versus actuals. In addition, the statements will include a "rolling" revised forecast of end-of-year Revenues, Expenses and Net Surplus (or Deficit), informed by the actual Year-to-Date performance and updated assumptions (such as enrollment projections or funding rates.) This Forecast is intended to identify early if the Charter School is going off-track so that corrective action is possible while there is still time. The monthly financial report also contains a current monthly cash-flow forecast that clearly identifies any potential liquidity problems.

Assets: The Charter School capitalizes and depreciates all assets worth over $5,000 or more and accounts for them annually as part of the audit.

Oversight: The Executive Director and Chief Business Officer of Pivot Charter School, in partnership with the Board of Directors, oversee the work of the selected business service company, which handles aspects of various business functions, including accounts payable/receivable, general accounting, payroll, and insurance and benefits administration.

Attendance Accounting & Principal Apportionment Reporting: Pivot Charter School uses the student information system School Pathways to track attendance and other statistics accurately and efficiently. The back office service provider assists the Charter School in setting up its attendance accounting systems, and the Executive Director and Chief Business Officer work closely with the service provider to ensure that all reporting is submitted accurately and in accordance with all applicable requirements and timelines.

Renewal or Amendment

The Board of Directors may request from RCBOE a material revision or renewal of the charter at any time prior to expiration. The RCBOE agrees to hear and render a decision regarding material revision or renewal pursuant to the initial charter petition review timelines and processes as specified in the Education Code Sections 47607 and 47605, and applicable regulations.

Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided. Education Code Section 47605(h).

Pivot Charter School manages administrative services through a partnership between school personnel and EdTec, a successful back office business services company that assists the Executive Director, Chief Business Officer, and Board of Directors with business and financial operations of the Charter School. EdTec helps its client schools craft comprehensive, realistic budgets – including income statements, balance sheets, and cash flow statements - that stand the test of time and are based on solid revenue projections and expense assumptions.

Over the course of the year, EdTec works with school personnel to provide detailed monthly financial reports and analysis on the year-to-date budget and recommends budget revisions when appropriate to account for unforeseen changes in circumstances. Charter School personnel and EdTec also closely monitor the Charter School's cash flow situation, and arrange for short-term cash flow financing when needed to meet financial obligations.

EdTec also keeps the books of its partner charter schools so financial information is readily accessible, accurate, and actionable by the Executive Director, Chief Business Officer and Board of Directors. EdTec assists school personnel in handling and tracking the financial transactions of the Charter School, ensuring that all funds are collected from the District, County, and state, and all bills are paid in a timely way. EdTec assists the Charter School with filing all required financial reports to the State and County. They also work closely with the Charter School's auditor to ensure a fast, hassle-free audit process.

The County may charge for the actual costs of supervisory oversight of the Pivot Charter School pursuant to 47604.32 not to exceed one percent of the revenue of Pivot Charter School (as defined in Education Code Section 47613).

Facilities

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Education Code Section 47605(h).

Pivot Charter School Riverside is located at 700 N. Main Street, Corona, CA 92878. Due to increasing need for space, Pivot utilizes multiple adjacent suites that add office space and classrooms for students. The resource center has Pivot's "model furniture" that we install at every resource center, consisting of individual carrels that we allow the students to decorate and individualize. The facility has the capacity to seat our 6th through 12th grade students and on-site

elementary students during any given program time.

Currently, we offer onsite program time (grades K-12). During "learning lab" program times, there are roughly thirty to forty students and no fewer than 3 teachers present at teacher work stations, supporting the students, doing small group instruction workshops and fun activities. The facility includes several breakout rooms for small group instruction and a special education room as well as a faculty room and conference room. The carrels and the low student to teacher ratio are conducive to the students completing their work efficiently. To accommodate continued growth and enhance Pivot's capacity to serve students, Pivot has identified and entered into a lease for a second facility location in in the same retail center we currently reside at 718 North Main Street, Suite 104, Corona, California 92880. The facility is approximately 2,000 square feet and includes one elementary room, a conference room, three offices, a bathroom and a reception area.. Attached as Appendix M is a copy of the lease.



The Charter School Resource Center is designed to meet all applicable ADA requirements and E occupancy requirements of the county.

The Charter School Resource Center complies with applicable health codes and inspection/safety requirements and are properly maintained.

The Charter School has developed a school safety plan which is kept on file for review. The Charter School has worked with an outside contractor to inspect all facilities for school safety best practices

and codes. Staff are trained annually on the safety procedures outlined in the plan and conduct all required safety drills.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Education Code Section 47605(h).

Pivot Charter School agrees to permit the County to inspect and receive copies of all records relating to the operation of the Charter School, including financial, personnel, and pupil records. Pivot Charter School Riverside shall promptly comply with all such reasonable written requests. The records of the Charter School are public records and shall comply with the California Public Records Act.

Pivot Charter School Riverside is operated by a California nonprofit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a nonprofit 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. Pivot Charter School Riverside shall continue to work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure RCBOE shall not be liable for the operation of Pivot Charter School Riverside.

The corporate bylaws of Roads Education Organization shall provide for indemnification of the Board, officers, agents, and employees, and Pivot Charter School Riverside shall maintain general liability insurance, Board members and officer's insurance, and fidelity bonding to secure against financial risks. Insurance amounts are determined by recommendation of Pivot Charter School's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of Pivot Charter School Riverside.

The Board of Directors shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Notices

All notices required or permitted by this petition shall be in writing and shall be either hand delivered, sent by electronic mail, sent by facsimile, sent by US mail, postage prepaid, addresses as set forth on the signature page hereof. A notice shall be effective either when personally delivered, on the date set forth on the receipt of a facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

Term

The term of this charter shall be for five (5) years beginning July 1, 2026 and expiring on June 30, 2031.

4912-3261-6928, v. 2

SHOPPING CENTER LEASE

BETWEEN

PARKRIDGE MAIN, LLC,

AS LANDLORD

AND

ROADS EDUCATION ORGANIZATION,

AS TENANT

FOR

NORTH MAIN PLAZA

SHOPPING CENTER

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SHOPPING CENTER LEASE

This Shopping Center Lease ("Lease") is entered into as of _____ between Parkridge Main LLC, a California limited liability company ("Landlord") and Roads Education Organization, a California nonprofit corporation ("Tenant").

ARTICLE 1 - FUNDAMENTAL LEASE PROVISIONS

Shopping Center:	The real property and improvements located at or near the corners of Main Street and Parkridge Avenue in Corona, California as generally depicted on **Exhibit "A"** hereto and commonly known as North Main Plaza ("Shopping Center").
Landlord's Notice Address:	8300 North Hayden Road, Suite A 200 Scottsdale, AZ 85258
Address for Rent Payments:	8300 North Hayden Road, Suite A 200 Scottsdale, AZ 85258
Tenant's Notice Address:	718 North Main Street, Suite 104 Corona, CA 92880
Tenant's Trade Name:	Pivot Charter School Riverside. Tenant may change its trade name from time to time without Landlord's consent, provided that such trade name does not conflict with the trade name of any other tenant operating in the Shopping Center.
Premises:	That certain space within the Shopping Center leased to Tenant, pursuant to the terms and conditions of this Lease, as generally depicted on **Exhibit "A"** hereto known as 718 North Main Street, Suite 104, Corona, California 92880 ("Premises"). The actual address and or suite number may be subject to change due to appointment of governmental authorities and out of Landlord's control.
Floor Area of Premises:	Deemed to be 2,000 square feet of Floor Area.
Term:	Five (5) years after the Rent Commencement Date, provided, however, if the Rent Commencement Date is a date other than the first day of a calendar month, the Term shall be extended the number of days necessary to complete a calendar month.
Lease Contingency:	**The effectiveness of this Lease is expressly contingent upon Tenant obtaining a Conditional Use Permit ("CUP") from the appropriate governmental authority, allowing the Premises to be operated for the Permitted Use as described below. Tenant shall promptly apply for the CUP following the full execution of this Lease and thereafter use good faith and diligent efforts to obtain the CUP. If, despite Tenant's good faith efforts, Tenant is unable to attain the CUP within one hundred twenty (120) days following the full execution of this Lease, Landlord and Tenant each shall have the option of terminating this Lease without further performance, penalty, or cost upon twenty (20) days prior written notice to the other party.**
Option to Extend:	Two (2) Five (5) year Options to Extend. See Exhibit "E"

Base Rent:	First Year:	$6,000.00 per month
	Second Year:	$6,150.00 per month
	Third Year:	$6,303.75 per month
	Fourth Year:	$6,461.34 per month
	Fifth Year:	$6,622.87 per month
Operating Expenses:	Initially estimated to be $900.00 per month.	
Security Deposit:	$6,753.05 ("Security Deposit"). The Security Deposit is payable upon Tenant's execution of this Lease.	
Amount Due Upon Tenant's Execution of Lease:	$13,653.05, which consists of first month's Base Rent, Operating Expenses; rent tax and the Security Deposit.	
Brokers:	Landlord's broker: Arizona Partners Retail Investment Group, LLC Tenant's broker: None	
Only Permitted Use:	The Premises shall be used only for the operation of a charter school, educational resource center, tutoring center and/or related educational uses.	

FOR AND IN CONSIDERATION of the rent hereinafter reserved and upon the covenants and conditions hereof, Landlord does hereby lease to Tenant the Premises in the Shopping Center as specified in the Fundamental Lease Provisions. Exhibit "A" attached hereto and made a part hereof depicts the Shopping Center and the approximate location of the commercial space referred to herein as the "Premises." Landlord expressly reserving unto itself the sole and exclusive right to use and to determine the use of all roofs, exterior walls and all other surfaces and spaces not included within the Premises **subject to Tenant's rights to use the Common Areas as expressly provided in this Lease**. Tenant hereby further acknowledges and agrees that Exhibit "A" is tentative and shall not be deemed a warranty, representation or agreement on the part of Landlord that the Shopping Center will be or will continue to be exactly as indicated on said Exhibit, it being expressly understood by Tenant that shopping centers are at times expanded, renovated and/or reconfigured by the removal of existing or the addition of new or reconfigured buildings, improvements or structures including multi-level, decked or subsurface parking structures.

ARTICLE 2 - LEASE TERM/DELIVERY OF POSSESSION

2.1 Term. The term of this Lease ("Term") shall begin on Delivery of Possession and shall continue until the Rent Commencement Date and thereafter for the number of years set forth in Article 1 above unless sooner terminated as hereinafter provided. Unless otherwise specifically stated in this Lease, the "Term" of this Lease shall include the original Term and any extension, renewal or holdover thereof.

2.2 Delivery of Possession. Tenant agrees to accept possession of the Premises upon notice to Tenant that the Premises are available for occupancy ("Delivery of Possession"). In the event Tenant, or its contractor(s) have, at any time prior to or in lieu of such notice, entered or occupied the Premises for the purpose of performing Tenant's Work or any other construction work in the Premises, such entry or occupation shall be deemed the equivalent that Delivery of Possession has occurred as of the date of such entry or occupation**; provided, however, if Tenant's architect or contractor enters the Premises solely to gather information pertaining to the Premises this shall not constitute the performance of Tenant's Work**. Upon Delivery of Possession Tenant will execute a certificate substantially in the form shown on **Exhibit "D"** confirming the Delivery of Possession date. Failure to execute such certificate shall constitute acceptance and acknowledgment by Tenant that the date of Delivery of Possession set forth in such certificate is true and correct, without exception.

2.3 Charter Termination Right. Notwithstanding anything to the contrary contained in this Lease, Tenant may terminate this Lease upon ninety (90) days' prior written notice to Landlord if Tenant's charter is involuntarily revoked, denied renewal, terminated, surrendered or otherwise ceases to be effective for reasons beyond Tenant's reasonable control and not resulting from any act or omission of Tenant, or if any governmental authority with jurisdiction requires Tenant to cease operating the charter school at the Premises

for reasons beyond Tenant's reasonable control and not resulting from any act or omission of Tenant. Tenant's notice shall include reasonable documentation of the applicable governmental action or other event. As a condition to the effectiveness of such termination, Tenant shall pay to Landlord, on or before the effective date of termination, a termination fee equal to six (6) months of the then-current monthly Rent and Operating Expenses payable under this Lease. Upon the effective date of termination and Tenant's payment of the termination fee, Tenant shall surrender the Premises in accordance with this Lease and shall have no further liability for Rent, Operating Expenses, damages, accelerated rent, recapture charges or other amounts attributable to periods after the effective date of termination. Tenant shall remain responsible for all obligations accrued through the effective date of termination and all obligations that expressly survive termination.

ARTICLE 3 – RENT

3.1 Commencement of Rent. The "Rent Commencement Date" as used in this Lease shall mean ~~the earlier of (i)~~ the expiration of **one hundred twenty (120)** days following Delivery of Possession, ~~or (ii) the date Tenant commences to do business on the Premises~~.

3.2 Base Rent. Commencing on the Rent Commencement Date, Tenant shall pay to Landlord during the Term Base Rent ("Rent") in the amount set forth in Article 1. Rent shall be payable in monthly installments on or before the first day of each calendar month of the Term at the address specified in Article 1, or at such other place designated by Landlord in writing at least ten (10) days prior to the next ensuing payment date, without recoupment, setoff, deduction or demand of any kind. If the Rent Commencement Date should occur on a day other than the first day of a calendar month, then the Rent for such fractional month shall be prorated on a daily basis upon a thirty (30) day calendar month. All other payments required to be made under the terms of this Lease which require proration shall be prorated on the same basis. Notwithstanding anything to the contrary contained in this Lease, Tenant's first month's Rent, Operating Expenses, as defined in Section 5.3 and rent tax shall be paid by Tenant to Landlord upon execution of this Lease, and such amount shall be applied as a credit against such first month's installment of Rent, Operating Expenses; and rent tax, as and when due.

3.3 Additional Rent. In addition to Rent, Tenant shall pay as Additional Rent all sums of money required to be paid by Tenant under the terms of this Lease whether or not the same are designated as "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible as Additional Rent within the next installment of Rent falling due, but they shall not be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable or limit any remedy available to Landlord on account of late payments by Tenant.

3.4 Late Payment. Tenant hereby acknowledges that late payment by Tenant of Rent, Additional Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Accordingly any installment of Rent, Additional Rent or any other sum due hereunder not received by Landlord within ~~five (5)~~ **ten (10)** days of when said amount is due, then for each month such amount is due and unpaid Tenant shall pay to Landlord a late charge equal to ~~ten percent (10%)~~ **five percent (5%)** of such overdue amounts. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of the delinquent payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that any check delivered by Tenant to Landlord is dishonored by reason of insufficient funds or for any other reason, then (i) Tenant shall pay to Landlord an additional charge of seventy-five dollars ($75.00), as well as all bank fees which Tenant acknowledges to be a reasonable estimate of damages Landlord will suffer as a result of receiving a dishonored check; and (ii) all future amounts payable by Tenant to Landlord shall, at Landlord's option, be by cashier's check or other immediately available funds. In the event Landlord has given Tenant notice of default in the payment of Rent, Additional Rent or other sums due and owing under the Lease, and such notice designates therein a new place and/or manner of making such payments, then, effective immediately upon the giving of such notice of default, all subsequent payments shall be made in the manner and at such place as Landlord shall designate in said notice. In the event such payments made in any manner or at any place other than what is designated in such notice then such payments, (i) shall not be deemed to have been legally tendered to or accepted by Landlord; (ii) shall not constitute nor in any way be construed as an accord and satisfaction or as a waiver by Landlord of any of its rights or remedies hereunder or at law or in equity

arising as a result of such default; and (iii) shall not be used to defeat or otherwise affect in any way any of Landlord's remedies to recover possession of the Premises including, but not limited to, any forcible entry and/or detainer action theretofore or thereafter commenced by Landlord relative to such default.

ARTICLE 4 – TAXES

4.1 Definition of Real Estate Taxes. As used herein, the term "Taxes" shall include all real estate taxes, special and general assessments, re-assessment, and other governmental charges, general and special, ordinary and extraordinary of any kind and nature, whatsoever, including but not limited to, assessments for public improvements or benefits which shall during the Lease Term hereof be laid, assessed, levied, imposed upon or become due and payable in connection with the use, occupancy or possession of the Shopping Center and/or which appear as a charge on a tax bill given to Landlord by any official taxing authority, provided however, "Taxes" shall not include any inheritance, estate, succession, transfer, gift, franchise or corporation tax, or any net income tax, profit tax or capital tax imposed on Landlord. Taxes shall also include all costs, expenses and fees (including, without limitation, attorneys' fees) reasonably incurred by Landlord in protesting and/or negotiating any or all of the foregoing. Landlord shall pay all Taxes prior to delinquency. If the Premises are located in a jurisdiction wherein Taxes are billed or payable in arrears after they have been accrued, then the Taxes that are payable during the calendar year in which the Term is in effect shall be included in the definition of Taxes shared in or payable by Tenant according to the provisions of this Article, even though the payment thereof relates to a fiscal tax period in whole or in part occurring prior to the commencement of or after the end of the Term. In the event Landlord contests or negotiates with any governmental authority the amount or validity of any Taxes and a refund or a reduction therein is obtained, Tenant shall receive the pro rata benefit of such refund or reduction, less the costs and attorneys' fees incurred in obtaining such refund or reduction; and the amount of Taxes and assessments paid by Tenant for the year to which said refund or reduction applies shall be adjusted to reflect said refund or reduction, less said costs and attorneys' fees. The right to protest any such valuation, tax and/or assessment shall remain exclusively with Landlord**. Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include ad valorem real property taxes attributable to the Premises to the extent such taxes are actually exempted pursuant to the public school exemption under applicable California law. Tenant shall use the Premises exclusively for qualifying public school purposes and shall timely provide all information and execute all documents reasonably required to obtain and maintain such exemption. Landlord shall reasonably cooperate with Tenant in obtaining and maintaining the exemption, provided that Tenant shall be responsible for any costs incurred by Landlord in connection therewith. Any reduction or refund of real property taxes actually attributable to the Premises as a result of such exemption shall be credited or refunded to Tenant to the extent not previously reflected in Tenant's Operating Expense payments or reconciliations. Tenant shall remain responsible for its Pro Rata Share of all real property taxes assessed against the Shopping Center that are not exempted, including taxes attributable to the common areas and other portions of the Shopping Center, in accordance with the terms of this Lease.**

4.2 Rent Taxes. Any excise, transaction, sales or privilege tax (except income tax and/or estate taxes) now or hereafter levied or imposed upon Landlord on account of, attributed to or measured by Rent, Additional Rent or sums due and payable by Tenant under this Lease shall be paid by Tenant to Landlord along with said Rent and Additional Rent or other sums due otherwise payable by Tenant.

ARTICLE 5 - COMMON AREAS/OPERATING EXPENSES

5.1 Common Areas Defined. The "Common Areas" shall consist of all areas and facilities in the Shopping Center which shall not be within the exterior walls of the premises of a tenant or occupant and which shall from time to time be available for the joint benefit of all tenants and occupants of the Shopping Center and their employees, customers, licensees and invitees, including without limitation all parking areas, retaining walls, fences, landscaped areas, curbs, driveways, sidewalks, private roads, walkways, and washrooms, if any. Tenant and its employees, customers, licensees and invitees are, except as otherwise specifically provided in this Lease, privileged to use the parking and other Common Areas in common with other persons during the Term while such employees, customers, licensees and invitees are shopping or otherwise conducting permitted business in the Shopping Center.

5.2 **Control of Common Areas.** Landlord shall have the sole and exclusive control of the Common Areas, as well as the right to make changes to the Common Areas. Landlord's rights include, but are not limited to, the right to (a) restrain the use of the Common Areas by unauthorized persons; (b) utilize from time to time any portion of the Common Areas for promotional, entertainment and related matters; (c) place permanent or temporary kiosks, displays, carts and stands in the Common Areas and to lease the same to tenants, (d) temporarily close any portion of the Common Area for repairs, improvements or alterations or to prevent dedication to the public; and (e) change the shape, size location, number and extent of the improvement to any portion of the Shopping Center, including without limitation, buildings, parking areas, roadways, curbs, cuts and construct buildings on the Common Areas. Landlord may determine the nature, size and extent of the Common Areas as well as make changes to the Common Areas from time to time which, in its sole opinion are deemed desirable for the Shopping Center. **Notwithstanding anything to the contrary contained herein, Landlord shall not (i) exercise its rights with respect to the Common Areas in a manner that materially and adversely impairs reasonable pedestrian or vehicular access to and from the Premises; provided, however, that temporary interruptions or modifications to access resulting from maintenance, repairs, alterations, construction, emergencies, governmental requirements or matters beyond Landlord's reasonable control shall not constitute a violation of the foregoing, so long as reasonable access to the Premises remains available or (ii) reduce the parking ratio for the Shopping Center below the lesser of (a) parking ratio existing as of the date of this Lease or (b) the minimum parking ratio required by applicable law.**

5.3 **Definition of Operating Expenses.** As used herein the term "Operating Expenses" shall mean the aggregate of all costs and expenses payable by Landlord in connection with owning, operating, managing, policing, insuring, repairing, replacing and maintaining the Common Areas and the buildings and other improvements within the Shopping Center which include, but are not limited to: (a) Taxes**, as defined in Section 4.1,** and personal property taxes; (b) insurance related costs and expenses, including without limitation, costs and expenses of insuring buildings and improvements (excluding Tenant's leasehold improvements), public liability and property damage insurance, All Risk Property Insurance, General and Umbrella liability and such other insurance and/or insurance programs as Landlord or its lender in their sole discretion deem reasonable; (c) the collection and removal of trash and other refuse; (d) the repair, painting, and cleaning of the exterior walls and fences in the Shopping Center, which shall include but not be limited to power washing, and graffiti removal, provided, however, exterior walls shall not include storefront, glass, window frames or cases, doors or door frames; (e) pest control; (f) the repair, replacement, resurfacing, restriping, cleaning, sweeping and snow and ice removal of the parking areas and curbs; (g) the repair, replacement, cleaning and substitution of the sidewalks, walkways and trash enclosures; (h) signs and other identification signs (but not signs for individual tenants or occupants of the Shopping Center) for the Shopping Center; (i) landscaping, gardening and planting; (j) the repair and replacement of roofs, foundations, and fences; (k) the maintenance and repair of the Common Area plumbing, and backflow, storm drainage systems, fire protection and other utility systems; (l) Common Area utilities including without limitation electricity and water; (m) lighting including without limitation the maintenance, repair, replacement or addition of fixtures, poles and bulbs; (n) promotional events and seasonal decoration; (o) administrative costs including without limitation copies, postage, sales licenses and permits in connection with the Shopping Center; (p) salaries and other costs of on-site personnel necessary to implement the management and operation of the Shopping Center, including without limitation the cost of security guards and day porter personnel; (q) depreciation on maintenance and operating machinery and equipment or rental paid for such machinery and equipment; (r) compliance with all environmental, remedial and other laws, ordinances, rules, regulations, requirements, directions, guidelines and orders in the Common Areas; (s) an amount equal to five percent (5%) of all rent and Operating Expenses billed by Landlord for each calendar year as a management fee to Landlord; (t) the regular servicing and/or maintenance of any HVAC systems, if applicable; (u) janitorial services, janitorial supplies and restrooms, if applicable; (v) association dues, if applicable; and (w) all other such tangible items ~~from time to time~~ **reasonably and customarily** associated with the management, operation, and maintenance of the Common Areas and Shopping Center **of a nature consistent with the foregoing categories**. **Notwithstanding anything to the contrary contained in this Article 5, Operating Expenses shall not include capital expenses, except to the extent the same are amortized and/or depreciated in accordance with generally accepted accounting principles.**

5.4 **Tenant's Pro Rata Share.** The term "Pro Rata Share" means that portion of all Operating Expenses, multiplied by a fraction, the numerator of which is the number of square feet of Floor Area in the Premises and the denominator of which is the number of square feet of Floor Area of the building(s) in the Shopping Center. Notwithstanding the foregoing, if any owner or tenant of a portion of the Shopping Center separately maintains its

own Common Area or any portion or costs thereof, Operating Expenses shall not include costs relating to the Common Area so maintained by such owner or tenant and the Floor Area on such owner's or tenant's parcel shall not be included in the denominator for purposes of calculation of Tenant's share of Operating Expenses. Tenant's monthly charge for Operating Expenses set forth in Article 1 is an estimate only and is subject to the year-end reconciliation.

5.5 Floor Area. The term "Floor Area" shall mean all areas for the exclusive use and occupancy by a tenant measured from the exterior surface of exterior walls (and from the extensions thereof, in the case of openings) and from the center of interior demising partitions, and shall include, but shall not be limited to, restrooms, mezzanines, storage areas, clerical or office areas and employee areas. The foregoing provisions of this Section 5.5 to the contrary notwithstanding, for purposes of computing the total Floor Area within the Shopping Center there shall be excluded therefrom maintenance rooms in the Shopping Center other than within a tenant's premises which is used for maintenance purposes.

5.6 Reimbursement. Tenant shall pay to Landlord, as Additional Rent, commencing on the Rent Commencement Date on or before the first day of each calendar month, without recoupment, setoff, deduction or demand of any kind, an amount equal to one-twelfth ($1/12^{th}$) of Tenant's Pro Rata Share of the then estimated Operating Expenses for the forthcoming year, as may be adjusted periodically by Landlord during the calendar year on the basis of Landlord's reasonably anticipated costs.

5.7 Year End Reconciliation. After the end of each calendar year, Landlord shall furnish Tenant a statement ("Statement") showing the total Operating Expenses and Tenant's Pro Rata Share of such Operating Expenses for the calendar year just ended and the payments made by Tenant during such year. If Tenant's Pro Rata Share of such Operating Expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within thirty (30) days after receipt of such statement. If said payments exceed Tenant's Pro Rata Share of such Operating Expenses, Tenant shall be entitled to a credit against the next such payment(s) coming due under Section 5.6 (or to a refund if this Lease has expired) subject, however, to any offsets by Landlord for any and all past due amounts under this Lease. **Notwithstanding anything to the contrary contained in this Article 5, commencing with the second full calendar year of the Term, Tenant's Pro Rata Share of Operating Expenses (excluding Taxes, insurance, and utilities), shall not increase by more than five percent (5%) per calendar year, on a cumulative and compounding basis. Tenant shall pay the lesser of the capped amount or its actual Pro Rata Share of Operating Expenses for such calendar year.**

5.8 Audit Rights. If Tenant disputes the amount of Operating Expenses set forth in the Statement for the particular calendar year delivered by Landlord to Tenant pursuant to Section 5.7 above, Tenant shall have the right, at Tenant's cost, upon ten (10) days prior written notice to Landlord, to have the right to cause Landlord's books, records and supporting documentation concerning the Operating Expenses set forth in such Statement to be audited ("Audit") by an independent certified public accountant ("Accountant") (not to include a contingency fee auditor) of Tenant's choosing; provided, however, Tenant shall have no right to conduct an Audit or to otherwise dispute the amount of the Operating Expenses set forth in the Statement unless Tenant notifies Landlord of such objection or dispute and has the Accountant commence and complete such Audit within one hundred twenty (120) days immediately following Landlord's delivery of the particular Statement ("Review Period"). Landlord shall cause such books and records associated with the Statement made available for such Audit during such normal business hours as are prescribed by Landlord and at such location where Landlord regularly keeps its books and records. Tenant shall not be permitted to withhold payment of, and Tenant shall timely pay to Landlord, the full amounts as required by the provisions of this Article 5 in accordance with such Statement. Such audit shall be done in accordance with generally accepted accounting principles consistently applied. If, at the conclusion of the Audit, Tenant's Audit indicates that Tenant made an overpayment to Landlord and Landlord agrees with such Audit, Landlord shall credit such amount to Tenant's subsequent payments of Operating Expenses, or if the Lease has terminated, and no default exists under the Lease, remit the amount of such overpayment to Tenant within thirty (30) days after receipt of notice from Tenant of the amount of such overpayment. If, at the conclusion of the Audit, such audit reveals an underpayment by Tenant, Tenant will remit the amount of such underpayment within thirty (30) days of Tenant after the conclusion of such Audit. Should Landlord disagree with the results of the Audit, Landlord and Tenant shall refer the matter to a mutually acceptable independent certified public accountant, who shall work in good faith with Landlord and Tenant to resolve the discrepancy; if Landlord and Tenant cannot agree on such independent certified public accountant, such person shall be selected by the Riverside County office of the American Arbitration Association upon request by either party.

The fees and costs of such independent accountant to which such dispute is referred shall be borne by the unsuccessful party and shall be shared equally to the extent each party is unsuccessful as determined by such independent certified public accountant, whose decision shall be final and binding. The results of the Audit are to be kept strictly confidential and are not to be made available or published to anyone, unless required by any applicable legal requirement, governmental authority, attorneys, accountants, Landlord's lender, and/or tax advisor. In the event the Audit determines that the Statement overstated Operating Costs in excess of five percent (5%) of the actual amount thereof, Landlord shall reimburse Tenant for the reasonable costs of the Audit, within thirty (30) days after Landlord's receipt from Tenant of a copy of the invoice form the certified public accounting showing such costs incurred by Tenant. If Tenant has not notified Landlord within the Review Period that it disputes the amount of Operating Expenses set forth in the Statement or the Audit has not been commenced and completed within the Review Period, the Statement shall be conclusive and binding upon Tenant.

ARTICLE 6 - USE AND OPERATION

6.1 Use of Premises. Tenant shall use the Premises solely for the Only Permitted Use and Tenant shall not use nor permit the Premises to be used for any other purpose whatsoever. Tenant shall be solely responsible for investigating and determining the permissibility, propriety and legality of Tenant's proposed use(s) within the Premises and shall be responsible for obtaining any required special use permits to operate its business. Landlord and its representatives, agents, brokers or employees have made no representation or warranty as to the present or future suitability of the Premise for the conduct of Tenant's business. Tenant shall not (a) conduct any auction, distress, going-out-of-business, fire or bankruptcy sales; (b) allow any coin-operated gaming, arcade, or video game machines on the Premises; (c) use or operate the Premises so as to emit therefrom any objectionable odors, noises (including but not limited to loudspeakers) which can be heard outside of the Premises, flashing lights, search lights or other nuisances; (d) permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Shopping Center or injure or annoy them; (e) allow the Premises to be used for any immoral or unlawful purpose or which might injure the reputation of the Shopping Center; (f) display or sell merchandise, allow carts, portable signs, or any other objects to be stored or to remain outside the Premises, on the roof or in the Common Areas, any such event, whether or not the same shall have been with the consent of Landlord shall be at Tenant's sole risk; (g) solicit or distribute materials in any manner in any of the parking areas, or other Common Areas of the Shopping Center; or (h) carry any stock or goods or do anything in or about the Premises which will increase the insurance premiums or invalidate any insurance policy carried on the Premises or other part of the Shopping Center. Tenant will comply with all requirements and recommendations of Landlord's and Tenant's insurance companies. **Landlord shall at all times have the right to designate the particular parking area to be used by any and all of Tenant's employees, staff and students ("Designated Parking Area") and any such designation may be changed from time to time. Tenant's employees, staff and student shall park their motor vehicles only in the Designated Parking Area. If Tenant's, employees, staff or students park outside the Designated Parking Area, Tenant shall pay a fine of Ten Dollars ($10.00) for each day any such vehicles are parking in areas other than the Designated Parking Area and, in addition to any other remedies available to Landlord, Landlord may tow any automobiles that area parked in those areas other than the Designated Parking Area.**

6.2 Operating Covenant. Tenant agrees to be open for business and to operate in all of the Premises continuously and uninterruptedly from and after the Rent Commencement Date throughout the remainder of the Term during the usual and regular hours and days as is customary for a business of the like character in the City in which the Shopping Center is located**, excluding closures for school breaks (e.g. summer breaks, Thanksgiving, Christmas, winter breaks, fall breaks, spring breaks and similar types of breaks)**.

6.3 New Locations. Intentionally Omitted. ~~Except for existing stores owned or operated by Tenant as of the date of this Lease, Tenant will not, directly or indirectly operate or own any similar type of business within a radius of two (2) miles from the location of the Shopping Center. In the event Tenant violates this covenant, Landlord shall at its option, in addition to all other rights and remedies it may have whether hereunder or at law or in equity, be entitled to terminate the Lease.~~

6.4 Rules and Regulations. Landlord shall have the right to establish, and from time to time change, alter and amend, and to enforce against Tenant and other users of the Shopping Center such reasonable rules and

regulations (including designating certain parking areas as customer and/or patron parking only, and excluding Tenant and/or Tenant's employees from parking in such restricted areas) as may be deemed necessary or advisable for the proper and efficient operation and maintenance of the Shopping Center. Landlord shall not be responsible to Tenant or to any other person for the nonperformance by any other tenant, occupant or invitee of the Shopping Center of any rules and regulations now or in the future promulgated by Landlord.

6.5 Hazardous Materials. Tenant covenants and agrees not to use, generate, release, manage, treat, manufacture, store, or dispose of, on, under or about, or transport to or from (any of the foregoing hereinafter a "Use") the Premises any Hazardous Materials unless (a) such Use is specifically disclosed to and approved by Landlord in writing, and (b) such Use is conducted in compliance with any and all Hazardous Material Laws. Tenant covenants and agrees to give Landlord immediate notice of any known Use or suspected Use of Hazardous Materials on, under or about the Premises (and to immediately deliver to Landlord copies of any and all notices from anyone of violations or alleged violations of Hazardous Materials on, under or about the Premises) and to pay all costs and expenses associated with enforcement, abatement, removal, remedial or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Hazardous Materials Laws, and all audits, tests, investigations, cleanup, reports, permits, licenses, approvals and other such items incurred in connection with any efforts to complete, satisfy or resolve any matters, issues or concerns, whether governmental or otherwise, arising out of or in any way related to the Use of Hazardous Materials in any amount by Tenant, its employees, agents, invitees, subtenants, licensees, assignees or contractors. For purposes of this Lease (1) the term "Hazardous Materials" shall include but not be limited to asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance in any form or combination of forms (i.e., solid, liquid, gaseous and/or otherwise) regulated or defined as hazardous or as a pollutant or contaminant in, or the Use of or exposure to which is prohibited, limited, governed or regulated by, any Hazardous Materials Laws; the term "Hazardous Materials Laws" shall mean any federal, state, county, municipal, local or other statute, law, ordinance or regulation now or hereafter enacted which may relate to or deal with the protection of human health or the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq; the Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601, et seq; the equivalent laws of the State in which the Premises is located, and any rules, regulations or guidelines adopted or promulgated pursuant to any of the foregoing as they may be amended or replaced from time to time.

6.6 Compliance with Laws. Tenant shall not use the Premises in anyway (or permit or suffer anything to be done in or about the Premises) which will conflict with any laws, statutes, ordinances or governmental rule or regulation or any covenant, condition or restriction affecting the Shopping Center, now in force or which may hereafter be enacted or promulgated, including but not limited to, the provisions of any City or County zoning codes regulating the use of the Premises. Tenant shall, at its sole cost and expense, promptly comply with (a) all laws, statutes, ordinances, and governmental rules and regulations, now in force or which may hereafter be in force, (b) any declarations of covenants running with the land, reciprocal easements or similar documents, if any which have been recorded and encumber the Shopping Center, (c) all requirements and other covenants, conditions and restrictions, now in force or which may hereafter be in force, which affect the Premises, and (d) all requirements, now in force or which may hereafter be in force of any board of fire underwriters or other similar body now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises. Tenant shall be solely responsible for any fines, duties or liens whatsoever imposed upon Landlord or the Shopping Center for any violation by Tenant under this Section 6.6. **Notwithstanding the foregoing, Landlord shall be responsible for compliance with applicable laws relating to those structural portions of the Premises that Landlord is expressly obligated to maintain and repair pursuant to this Lease, except to the extent such compliance is required as a result of Tenant's particular use or occupancy of the Premises, Tenant's Work, or the acts or omissions of Tenant or anyone claiming under Tenant.**

6.7 Statement of Gross Sales. – INTENTIONALLY OMITTED.

ARTICLE 7 - UTILITIES SERVICES

Throughout the Term, Tenant shall be solely responsible for obtaining and shall promptly pay all charges for the use and consumption of all water, gas, electricity, telephone service, telecommunication services and other similar utilities used by Tenant at the Premises. Upon Delivery of Possession Tenant shall make all appropriate applications to the local utility companies and pay all required deposits for meters and services for all utilities. If there is no separate meter and/or submeter to the Premises, at its sole cost and expense, Tenant may install the same after obtaining all required third party approvals therefor and after obtaining Landlord's approval, which shall not be unreasonably withheld, conditioned or delayed. In addition, at Landlord's reasonable direction, Tenant shall, at Tenant's sole cost and expense, install separate meters and/or submeters to the Premises. Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, unless the same shall have been caused by Landlord's negligence and Landlord shall have been unable to cure such failure or interruption within 48 hours following notice from Tenant, in which event Tenant as its exclusive remedy for such failure or interruption shall be entitled to an abatement of Base Rent for the number of days Tenant is prohibited from operating or conducting its business and is closed to the public. In no event shall any such failure or interruption entitle Tenant to terminate this Lease or, except to the extent of any abatement permitted pursuant to this Article 7, withhold any rent or any other sums due pursuant to the terms of this Lease.

ARTICLE 8 - INDEMNITY - INSURANCE - RELEASE - WAIVER OF SUBROGATION

8.1 Indemnification, Release and Waiver.

(a) Indemnity by Tenant. Tenant covenants and agrees with Landlord that Landlord shall not be liable for any damage or liability arising from a breach of any duty of any kind or for any injury to or death of persons or loss or damage to Tenant's business or damage to any property of Tenant or any other person arising out of or in any way related to the use, occupancy and enjoyment of the Premises or the Common Areas by Tenant or any person thereon or holding under said Tenant except to the extent the same shall be caused by or resulted from any act, omission or negligence of Landlord. In addition, Landlord shall not be liable to Tenant for any injury, damage, or loss arising out of or in any way related to any act, omission, or negligence of lessees or occupants of the Shopping Center or of other owners of adjacent or contiguous property, all claims against Landlord for any such injury, damage, or loss being hereby expressly waived by Tenant. Tenant further covenants and agrees to protect, defend, indemnify, save and keep harmless Landlord against and from all liability, claims, loss, injury, liens, cost, damage or expense arising out of or in any way related to: (1) any accident or other occurrence in, on or at the Premises; (2) **intentionally omitted** ~~the utilities located in, under or above the Premises causing injury to any person or property whomsoever or whatsoever~~; (3) the occupancy or use of the Premises or any acts, omissions or negligence of Tenant, its employees, agents, invitees, subtenants, licensees, assignees or contractors; (4) any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by any acts, omissions or negligence of Tenant or those holding under Tenant; and (5) any failure of Tenant in any respect to comply with and perform all the requirements and provisions of this Lease, including without limitation, Section 6.5. Tenant's obligation to indemnify Landlord, as herein provided, shall apply notwithstanding a breach of any duty of any kind by Landlord except to the extent that such breach shall have been caused by or resulted from any act, omission or negligence of Landlord, and shall survive the expiration or earlier termination of this Lease for acts or omissions occurring prior to such expiration or earlier termination, and shall additionally include the retention of legal counsel and related reasonable attorneys' fees and investigation costs (as well as all other reasonable and related costs, expenses and liabilities) from the first notice that any claim or demand is to be made or may be made. For purposes of subsections (a) only, the term "Landlord" shall be deemed to include Landlord, the partners of Landlord, the fee owner of the Shopping Center if other than Landlord, Landlord's managing agent for the Shopping Center, their respective parents, subsidiaries and affiliates, and the respective members, partners, directors, officers, agents, servants, employees and contractors of each of the foregoing. Tenant agrees that it shall provide insurance in compliance with the provisions of Section 8.2, at all times. Tenant, however, acknowledges that its liability pursuant to this subsection (a) is not limited to the amount of any insurance set forth and provided for in Section 8.2.

(b) Indemnity by Landlord. Landlord covenants and agrees with Tenant that Tenant shall not be liable for any damage or liability arising from a breach of any duty of any kind or for any injury to or death of persons or loss or damage to any property of Landlord or any other person arising out of or in any way related to the use, occupancy and enjoyment of the Common Areas except to the extent the same shall be caused by the negligence or intentional misconduct of Tenant. Landlord further covenants and agrees to protect, defend, indemnify, save and keep harmless Tenant against and from all liability, claims, loss, injury, liens, cost, damage or expense arising out of or in any way related to: (1) any accident or other occurrence in, on or at the Common Areas not caused by the negligence or willful misconduct of Tenant; (2) the occupancy or use of the Common Areas or any act or omission of Landlord; (3) any penalty or damage or charges imposed for any violations of any law or ordinance whether occasioned by the negligence of Landlord; and (4) any failure of Landlord not cured within any applicable notice and cure period in any respect to comply with and perform all the requirements and provisions of this Lease and a breach of any warranty or representation contained in this Lease. Landlord's obligation to indemnify Tenant, as herein provided, shall apply notwithstanding a breach of any duty of any kind by Tenant except to the extent that such breach shall have contributed to the matter for which indemnification is sought and shall survive the expiration or earlier termination of this Lease for acts or omissions occurring prior to such expiration or earlier termination, and shall additionally include the retention of legal counsel and related attorneys' fees and investigation costs (as well as all other reasonable and related costs, expenses and liabilities) from the first notice that any claim or demand is to be made or may be made. For purposes of subsection (a) and (b) only, the term "Tenant" shall be deemed to include Tenant, agents, servants, and employees of each of the foregoing. Landlord, however, acknowledges that its liability pursuant to this subsection (b) is not limited to the amount of any insurance set forth and provided for in Section 8.5.

(c) Mutual Release of Claims and Mutual Waiver of Subrogation Rights. In furtherance of the provisions of subsection (a) of this Article, each party hereto ("Releasing Party") hereby releases the other ("Released Party") from any and all liability, and, on behalf of its insurer, hereby waives any right of subrogation therefor, which the Released Party would, but for this paragraph, have had to the Releasing Party arising out of or in connection with any loss or damage to property, including, but not limited to, any loss or damage to business and business interruption (i) which is or would be covered by a "Special Form Causes of Loss (All Risk)" property policy (as defined in Section 8.2[c] hereinafter) or by a flood or earthquake policy in the State in which the Premises is located regardless of whether or not such coverage is being carried (or is in any manner self-insured and/or included within a deductible provision of any coverage) by the Releasing Party, and (ii) to the extent of recovery under any other casualty or property damage insurance being carried by the Releasing Party at the time of such damage to property, which damage to property may have resulted in whole or in part from any act or neglect of the Released Party, its officers, agents or employees. To the extent necessary, each party hereto covenants and agrees to obtain from their respective insurance carriers as to such policies of insurance a waiver of such carrier's rights of recovery under subrogation or otherwise against such other party.

8.2 Tenant's Insurance Obligation. Tenant shall carry and maintain during the Term, at Tenant's sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided: (a) commercial general liability insurance for personal injury, bodily injury (including wrongful death) and damage to property with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) general aggregate insuring against any and all liability of the insured with respect to the Premises and the sidewalks in front of the Premises, if Tenant places any merchandise, trade fixtures, or personal property on said sidewalks, whether or not Landlord has consented to such placement, or arising out of the maintenance, use or occupancy thereof. Coverage can be in combination of a primary and excess liability policy. If the Only Permitted Use permits the sale or service of alcoholic beverages for either on or off premises consumption, then Tenant shall either obtain a liquor liability policy or liquor liability endorsement to said commercial general liability policy insuring such liability in an amount not less than Three Million Dollars ($3,000,000.00) combined single limit, per occurrence. All insurance shall specifically insure the performance by Tenant of the indemnity agreement contained in Section 8.1; (b) Tenant shall be responsible for the maintenance of the plate glass on the Premises, but shall have the option either to insure the risk or to self-insure the same; and (c) "Special Form Causes of Loss (All Risk)" property policy including coverage for sprinkler leakage, vandalism and malicious mischief

covering all of Tenant's leasehold improvements, alterations or additions to the Premises, the HVAC unit(s) exclusively serving the Premises, Tenant's trade fixtures, merchandise and personal property, from time to time, in, on or about the Premises, on a replacement cost basis (with an agreed value or no coinsurance clause or endorsement). All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article 14, in which event such proceeds attributable to leasehold improvements the HVAC unit(s) and all other items of property becoming or to become the property of Landlord upon such termination shall be paid and disbursed directly to Landlord.

8.3 Policy Requirements. All policies of insurance provided for herein shall be issued by insurance companies with a rating of not less than A- and a financial size category of not less than VII as rated in the most current available A.M. Best's Key Rating Guide and qualified to do business in the State in which the Shopping Center is located. All such policies of Tenant shall be issued in the name of Tenant, with Landlord, Landlord's lender and Landlord's managing agent named as additional insureds, which policies shall be for the mutual and joint benefit and protection of Landlord, Landlord's lender and Landlord's managing agent. Certificates of Insurance shall be delivered to Landlord prior to Delivery of Possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of the term of each such policy. The above commercial general liability insurance policy and liquor liability policy (where applicable) shall contain a standard Insurance Services Office "Severability of Interests" clause allowing Landlord as an additional insured to recover under said policy for any loss occasioned to it, its servants, agents, employees or contractors, by reason of any negligence of Tenant. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All policies of insurance required hereunder of Tenant must contain a provision that the company writing said policy will give to Landlord at least thirty (30) days' notice in writing in advance of any cancellation or lapse or any reduction in the types or limits of insurance. All liability, property and other policies of Tenant required hereunder shall be written as primary policies, with no right to any contribution from, and not in excess of, any insurance coverage which Landlord may carry to protect its interests, and no such policy shall be subject to any deductible in excess of Five Thousand and No/100 Dollars ($5,000.00).

8.4 Blanket Coverage. Tenant's obligations to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant; provided, however, that Landlord, Landlord's lender and Landlord's managing agent shall each be named as an additional insured thereunder as their interest may appear, and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied.

8.5 Landlord's Insurance Obligations. Landlord shall maintain in effect a policy or policies of insurance covering the building of which the Premises are a part, in an amount of not less than one hundred percent (100%) of the replacement cost (exclusive of excavations, foundations and footings), providing protection against any peril generally included within the classification "Special Form Causes of Loss" Property Insurance and such further insurance as Landlord or its lender deems necessary or desirable. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such insurance.

ARTICLE 9 – SIGNS

Tenant shall, no later than the Rent Commencement Date at Tenant's sole cost and expense, install all signs required by the Sign Criteria attached as **Exhibit "C"**. Tenant may erect and maintain only such additional signs as consented to in writing by Landlord, which such consent shall not be unreasonably withheld, conditioned or delayed. All signs required by this Lease or permitted by Landlord shall comply with the Sign Criteria and shall comply with all governmental laws, regulations and ordinances. Notwithstanding anything to the contrary contained in this Article 9 or Exhibit "C", **except for Signs expressly permitted pursuant to this Lease and exhibit "C",** Tenant shall not display, affix or maintain upon the exterior walls of the Premises, any sign, lettering, advertising placard or advertisement, decoration, name, notice, insignia, trademark, descriptive material or any other such like item or items ("Signs"). Tenant shall upon request of Landlord immediately remove any exterior Sign (or interior Sign, if the same is visible from outside the Premises) which Tenant has placed or permitted to be placed in, upon, above or about the

Premises and which Landlord reasonably deems objectionable or offensive. Tenant shall be solely responsible for any and all permitting costs, fines, duties and liens whatsoever imposed upon Landlord by any governmental body or agency having jurisdiction thereover pertaining to any signs which Tenant has placed or permitted to be placed in, upon, above or about the Premises which is in violation of any ordinance, rule, law, directive, regulation, requirement, guideline or order of such body or agency.

ARTICLE 10 - MAINTENANCE AND SANITATION

10.1 Tenant's Obligations. Tenant shall maintain the Premises in a neat, clean and orderly and tenantable condition and in compliance with all health policy regulations and all other laws, ordinances, regulations and authorities. Tenant shall, at its sole cost and expenses make all repairs and replacements as necessary to preserve the Premises and every part thereof in this condition, including but not limited to all interior and exterior doors, windows and plate glass, all plumbing and sewage facilities within the Premises, including free flow up to the main sewer line, electrical systems (whether or not located in the Premises, but exclusively serving the Premises), sprinkler systems, walls, floors and ceilings, motors applicable to the Premises, all heating, ventilating and air conditioning equipment ("HVAC") exclusively serving the Premises, including without limitation a service contract for the monthly maintenance of the HVAC, all items of repair, maintenance, alterations and improvement or reconstruction as may be required by a governmental authority having jurisdiction whether or not presently in effect or contemplated. Tenant shall provide Landlord with a copy of the service contract for the HVAC within ten (10) days after Delivery of Possession and a copy of any subsequent contracts shall be furnished from time to time during the Term. Additionally, if any HVAC equipment is damaged by vandalism, fire, lighting or other casualty, Tenant shall repair (and if necessary replace) the equipment. Landlord agrees whenever possible to extend to Tenant the benefit of any enforceable manufacturer's warranties on such items. For purposes of this lease, all references to "HVAC" shall mean the heating, ventilation and air conditioning system designed to maintain comfortable air temperatures within the Premises for people, but excludes (a) all equipment required to prevent overheating of large computer systems or other specialized equipment and (b) all refrigerators and other equipment designed to maintain temperatures below that required for normal human comfort (e.g. refrigerators for preservation of food products) (collectively, "Excluded Equipment"); Tenant is solely responsible for maintenance, repair and replacement of Excluded Equipment. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to Landlord, then, in addition to any and all other rights and remedies Landlord may have whether hereunder or at law or in equity, Landlord reserves the right, upon giving Tenant reasonable written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant; provided, however, no reservation of such right by Landlord shall be deemed to (a) impose any obligation on Landlord to make such repairs or perform such maintenance, or (b) render Landlord liable to Tenant or any third (3rd) party for the failure to do so, or (c) relieve Tenant from any obligation to indemnify Landlord as otherwise provided elsewhere in this Lease. In such event such work shall be paid for by Tenant promptly upon receipt of a bill therefor. Tenant shall not decorate or paint the exterior of the Premises, or any part thereof, nor shall Tenant install any equipment on the roof or make penetrations to or any repairs affecting the roof, or any portion thereof, without first obtaining Landlord's prior written approval therefor. **Notwithstanding anything to the contrary contained in this Article 10, provided Tenant has supplied Landlord with a copy of the service contract for the HVAC as required above and documentation showing the services under such contract have been performed, Landlord agrees to warrant the HVAC unit(s) (excluding HVAC unit(s) installed by Tenant and repairs or replacements caused by the misuse or negligence of Tenant, its employees, agents or contractors) for three hundred sixty-five (365) days following Delivery of Possession.**

10.2 Landlord's Obligation. Subject to Landlord's right to include the following costs in Operating Expenses, Landlord shall keep the Common Areas in good condition and repair, properly lighted and landscaped and, subject to weather permitting, maintain, clean and repair the foundations, roof and exterior of the perimeter demising walls and the load bearing structural columns and beams of the Premises, except that if those repairs or replacements arise from (i) repairs, installations, alterations, or improvements by or for Tenant or anyone claiming under Tenant, or (ii) the fault or misuse of Tenant or anyone claiming under Tenant. In the event repairs are required as set forth in (i) or (ii) above then Tenant shall make such repairs or replacements or, if Landlord elects, Landlord may perform the work for Tenant's account and Tenant shall reimburse Landlord for expenses incurred. In determining Landlord's repair obligations, the expression "roof" does not include HVAC units or other structures or apparatus on the roof serving the Premises, and "exterior of walls" does not include the storefront, any glass, windows, window sashes or

frames, doors, door frames or hardware, trim or closure devices, or any part of the interior side of perimeter walls, all of which shall be Tenant's duty to repair, maintain, and replace. Landlord shall not in any way be liable to Tenant for failure to make repairs as specifically required under the Lease unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of such notification.

ARTICLE 11 - ALTERATIONS, ADDITIONS AND MECHANIC LIENS

11.1 Consent Required. Tenant shall not make any alterations or additions to the Premises without the prior written consent of Landlord, which such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything contained in the provision of the immediately preceding sentence, Tenant may make interior non-structural alterations costing less than Five Thousand and No/100 Dollars ($5,000.00) without the prior written consent of Landlord. Any alterations or additions to the Premises shall be performed in accordance with the policies and procedures set forth in **Exhibit "B"** and Tenant agrees upon its part to carry such additional property insurance as may be necessary to fully insure on a primary, non-contributory basis all such alterations or additions, it being expressly understood and agreed that Landlord shall not be required under any provisions for reconstruction of the Premises to reinstall or reconstruct any such alterations or changes.

11.2 Mechanics Liens. Tenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligation incurred by or for Tenant or any person or entity claiming through or under Tenant. Landlord shall have the right at all times to post on the Premises notices permitted or required by law, or that Landlord shall deem proper, for the protection of Landlord, the Premises, the Shopping Center and any other party having interest therein, from mechanic's and materialmen's liens. Tenant agrees to and shall indemnify, defend, protect and save Landlord and any fee owner (if any) free and harmless against liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under it. If any claim of lien should be perfected against the Premises or the Shopping Center or any interest in either, Tenant shall, within fifteen (15) days thereafter, cause the property which is subject to the lien to be discharged therefrom either by paying the same or by filing or recording a surety bond in accordance with the provisions of the laws of the State in which the Premises is located. Landlord shall have, in additional to all other remedies provided herein, and by law, the right but not the obligation, to cause such lien to be released by such means as Landlord deems proper, including payment of the claim giving rise to such lien and Tenant shall pay the same to Landlord upon demand as Additional Rent.

ARTICLE 12 - FIXTURES AND PERSONAL PROPERTY

12.1 Ownership. Any movable trade fixtures, signs and other personal property of Tenant (which "movable" shall mean such items that are not bolted, nailed, screwed or wired into the wall, ceiling or floor) shall remain the property of Tenant. Provided Tenant is not in default under the terms of this Lease Tenant shall have the right at any time, and from time to time to remove any and all of its movable trade fixtures, signs and other personal property which Tenant may have stored or installed in the Premises ~~so long as Tenant immediately replaces such personal property with comparable or better quality of the property removed and, at its sole cost and expense, shall immediately repair any damage to the Premises by reason of the removal of any such personal property~~. If Tenant fails to remove any of its movable trade fixtures, furniture and other personal property upon expiration or the sooner termination of this Lease, Landlord may at Landlord's option retain all or any of such personal property, and title thereto shall thereupon vest in Landlord, or Landlord may remove from the Premises and dispose of, in any manner, all or any portion of such personal property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition and the repair of any and all damage to the Premises resulting from or caused by such removal.

12.2 Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied against the leasehold held by Tenant or against any signs, trade fixtures or other personal property, leasehold improvements, additions, alterations and fixtures placed by or for Tenant in, on or about the Premises. In the event any such items of property are assessed with property of Landlord, such assessment shall be divided between Landlord and Tenant to the end that Tenant shall pay only its equitable portion of such assessment

as determined by Landlord. No taxes, assessments, fees or charges referred to in this paragraph shall be considered as real property taxes under the provisions of Section 4.1 hereof.

ARTICLE 13 - ASSIGNMENT AND SUBLETTING

13.1 Restrictions. Tenant shall not directly or indirectly, voluntarily or by operation of law, assign, sell, encumber, pledge or otherwise transfer all or any part of Tenant's leasehold estate hereunder, or permit the Premises to be occupied by anyone other than Tenant or Tenant's employees, or sublet the Premises or any portion thereof (a "Transfer"), without obtaining, in each such instance, Landlord's prior written consent which shall not be unreasonably withheld, conditioned and delayed. In determining whether to consent to a proposed Transfer, it shall not be unreasonable for Landlord to withhold its consent if, among other reasons, (i) the proposed transferee shall not be of sound financial net worth or shall not have sufficient liquid capital to properly operate its business at the sole discretion of Landlord; or (ii) if the terms of a sale of the business puts the proposed transferee in a worse cash flow position; (iii) shall violate the provisions of Tenant's Only Permitted Use or any laws or rights granted to any other tenants; or (iv) the business skills, experience or reputation of the proposed transferee are insufficient to insure Landlord of a successful business operation at the Premises; (v) Tenant is in default under any of the terms, covenants or conditions of this Lease or (vi) Landlord has engaged in negotiations with the proposed transferee for any space within the Shopping Center during the period of six (6) months prior to the date of the proposed Transfer. Consent by Landlord to one or more Transfers shall not operate as a waiver or discharge of any of the provisions of this Article 13 with respect to any subsequent Transfer. Landlord's acceptance of Rent, Additional Rent or other amount due hereunder from anyone other than Tenant shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to any Transfer of all or any part of the Premises. Any Transfer or attempted Transfer without Landlord's written consent shall be void and confer no rights upon any third person, and constitute an Event of Default under this Lease. In no event shall any form of Transfer hereunder (whether or not Landlord's consent is required, given or withheld for such transfer) relieve Tenant or any guarantor of any liability under this Lease during the Term.

13.2 Permitted Transfer. Tenant shall have the right without Landlord's consent, but upon written notice to Landlord (and without being subject to the provisions of Section 13.3 below), to assign this Lease or sublet the Premises or any part thereof to any parent, subsidiary or affiliate ("Permitted Transfer") of Tenant. For purposes of this Lease, an "affiliate" shall mean a corporation or other entity controlled by, controlling or under common control with Tenant. In the event of a Permitted Transfer Tenant shall remain fully liable hereunder for the unexpired Term.

13.3 Procedure. If Tenant desires to make a Transfer hereunder, Tenant shall request Landlord's consent by giving Landlord prior written notice of its desire to do so and shall submit in writing to Landlord (i) the name of the proposed subtenant or assignee; (ii) the nature of the proposed subtenant's or assignee's business to be carried on in the Premises; (iii) the business background and experience of the proposed subtenant or assignee; (iv) the terms and provisions of the proposed sublease or assignment; and (v) such reasonable financial information as Landlord may request concerning the proposed subtenant or assignee. Any request for Landlord's approval of a sublease or assignment shall be accompanied with a check in the amount of $1,250.00 for the cost of review and/or preparation of any documents relating to such proposed transfer, whether or not any such transfer shall be consummated. Landlord, within thirty (30) days after its receipt of the above-described documents and notice by Tenant of its intention to do so, shall (a) withhold consent to the Transfer per Section 13.1 or (b) consent to such Transfer.

13.4 Required Documents. Each Transfer to which Landlord has consented shall be evidenced by a written instrument in form satisfactory to Landlord, executed by Tenant and the transferee under which Tenant acknowledges that it is not relieved of liability by reason of such transfer and the transferee agrees in writing for the benefit of Landlord to assume, to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord.

ARTICLE 14 - DAMAGE OR DESTRUCTION

14.1 Insured Casualty. If the Premises or the building containing the same, or any portion thereof, is destroyed or damaged by any casualty that is covered by the insurance to be maintained by Landlord hereunder, then

Landlord shall promptly, after receipt of the insurance proceeds, rebuild and restore the Premises or the building, as the case may be, and repair the damaged portion thereof, provided that (i) the amount of insurance proceeds, less insurance deductible, available to Landlord equals or exceeds the cost of such rebuilding, restoration and repair, (ii) such rebuilding, restoration and repair can be completed within one hundred eighty (180) days; (iii) the damage or destruction has occurred more than twelve (12) months before the expiration of the Term, (iv) such rebuilding, restoration, or repair is then permitted, under applicable governmental laws, rules and regulations, and (v) Tenant is operating for business at the time the damage or destruction occurs**, except for closures expressly permitted pursuant to Section 6.2**. If the above conditions (i) through (v) collectively are not met then Landlord shall have the option, at its sole election, to terminate the Lease by written notice to Tenant within ninety (90) days after the date of such occurrence, and the Lease will terminate effective as of the date of such damage or destruction and any unearned Rent and Operating Expenses paid in advance shall be refunded to Tenant. To the extent that insurance proceeds must be paid to a mortgagee or beneficiary under, or must be applied to reduce any indebtedness secured by, a mortgage or deed of trust encumbering the Premises or building, such proceeds, for the purposes of this Article, shall be deemed not available to Landlord unless such mortgagee or beneficiary permits Landlord to use such proceeds for the rebuilding, restoration and repair of the Premises, or building of which the Premises are a part.

14.2 Uninsured Casualty. In the event that the Premises, or the building in which the Premises are a part, or any portion thereof, is damaged or destroyed by any casualty not covered by the insurance required to be carried by Landlord hereunder, Landlord may, at its sole option, either (i) rebuild or restore the Premises, or the building in which the Premises is a part, as the case may be, or (ii) terminate the Lease by written notice to Tenant within ninety (90) days after the date of such damage or destruction and any unearned Rent and Operating Expenses paid in advance shall be refunded to Tenant as of the date of the damage or destruction occurred.

14.3 Damage to Shopping Center. If fifty percent (50%) or more of the buildings in the Shopping Center shall be damaged or destroyed by any casualty, whether or not the Premises shall be damaged, Landlord shall have the option, notwithstanding anything to the contrary contained elsewhere in this Lease, at its sole election, to terminate this Lease by notice to Tenant at any time after ninety (90) days after the date of such damage or destruction and any unearned Rent and Operating Expenses paid in advance shall be refunded to Tenant as of the date of the damage or destruction occurred.

14.4 Construction Obligations. In the event Landlord is either obligated or elects to repair or restore the Premises, or the building in which the Premises is a part under any of the provisions of this Article, then upon notice from Landlord Tenant shall, immediately remove its trade fixtures, equipment and other personal property from the Premises, if required by Landlord, and Landlord shall commence rebuilding or restoring the Premises, but only to the extent of the basic building structure as originally constructed and the Premises in a vanilla shell condition as determined by Landlord in its sole and absolute discretion. On completion of the rebuilding or restoration, as applicable, and Landlord's delivery of possession of the Premises thereof Tenant shall commence Tenant's Work as described on **Exhibit "B**" and replace Tenant's trade fixtures, equipment and other personal property and promptly reopen for business.

14.5 Abatement of Rent. During the period of any repair and restoration, Tenant's Rent and Operating Expenses shall be abated, proportionately to the extent that the Premises are rendered untenantable and Tenant is unable to operate its business therein.

14.6 Mutual Release/No Statutory Termination. Upon any termination of this Lease under any of the provisions of this Article, each party shall be released thereby without further obligations to the other party coincident with the surrender of possession of the Premises to Landlord, except for items which have theretofore accrued and are then unpaid and for rights of indemnification for acts or omissions occurring prior to such termination and surrender. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Landlord is obligated to restore or may restore under any of the provisions of this Article, and further waives any rights it may have to construe any damage to the Premises as a constructive eviction.

Section 14.7 Tenant Termination Right. In the event the Premises or the building which contain the Premises, are damaged or destroyed and are not materially restored within two hundred seventy (270) days following the date of such damage or destruction, then provided such damage or destruction was not caused by

Tenant, its employees, agents, invitees or contractors, the Tenant shall have the option to terminate this Lease by written notice to Landlord if the Premises are not materially restored within such two hundred seventy (270) day period and this Lease shall terminate as of the date of Tenant's termination notice and any unearned Rent and Operating Expenses paid in advance shall be refunded to Tenant as of the date of such damage or destruction. For purposes of this Lease, the Premises or the Building shall be deemed "materially restored" if they are in such condition as would not prevent or materially interfere with Tenant's use of the Premises for the purpose for which it was being used immediately before such damage.

ARTICLE 15 – DEFAULT BY TENANT; REMEDIES

15.1 Events of Default. The occurrence of any one or more of the following events shall constitute a material breach and default of this Lease by Tenant (each an "Event of Default"):

(a) Any failure by Tenant to pay any Rent, Additional Rent or any other sum required to be paid under this Lease or any part thereof when due and such failure continues for five (5) **business** days after written notice thereof from Landlord to Tenant; or

(b) Any breach of Tenant's obligations under (i) Article 8 regarding required insurance, (ii) Section 11.2 regarding mechanics liens, (iii) Section 13.1 regarding Transfers, (iv) Section 19.1 regarding subordination, and/or (v) Section 19.3 regarding estoppel certificates and the failure of Tenant to cure such breach within five (5) **business** days after written notice thereof from Landlord to Tenant; or

(c) Any failure by Tenant to observe or perform any provision, covenant or condition of this Lease other than those described in Sections 15.1(a) and (b) above and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; provided that if the nature of such default is such that the same cannot reasonably be cured within a thirty (30) day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter rectify and cure said default with due diligence; or

(d) Abandonment or vacation of the Premises by Tenant (as used in this Lease with respect to the Premises, the terms "vacate" and "abandon" shall be deemed to include, without limiting the broadest meaning of those terms, the failure of Tenant to be open ~~to the public for business~~ in the Premises for a period of ~~ten (10)~~ **thirty (30)** consecutive days ~~that the Shopping Center shall be open for business to the public~~ **excluding the breaks permitted under section 6.2,** unless such failure is excused or permitted under the express terms of this Lease); or

(e) Tenant or any guarantor of Tenant's obligations under this Lease makes an assignment for the benefit of creditors, files a petition in bankruptcy, takes the benefit of any insolvency act, is dissolved, or adjudicated a bankrupt, or an involuntary petition in bankruptcy is filed by any party against Tenant or any guarantor, a receiver is appointed for Tenant's business or its assets, or Tenant's assets are otherwise seized by process of law; or

(f) Tenant (or an affiliate of Tenant) is in default of any other lease or occupancy agreement between Landlord (or an affiliate of Landlord) and Tenant (or an affiliate of Tenant), as the case may be.

15.2 Remedies. Upon the occurrence of an Event of Default, Landlord, in addition to all other rights and remedies available to it whether hereunder or at law or in equity, at its option, without further notice or demand of any kind to Tenant or any other person (except as may be required by law) may:

(a) Declare the Term hereof ended and reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

(b) Without declaring the Term hereof ended, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid Rent, Additional Rent and other charges, which have become payable, or which may thereafter become payable; or

(c) Even though it may have initially reentered the Premises without termination of the Term, thereafter elect to terminate the Term and all of the rights of Tenant in or to the Premises;

(d) Pursue any other remedy now or hereafter available to Landlord under the laws of the state in which the Shopping Center is located.

15.3 Reletting of Premises. Should Landlord have reentered the Premises under the provisions of subsection 15.2 (b) above, Landlord may relet the Premises or any part thereof for such term or terms (which may be greater to or less than the period which would have otherwise constituted the balance of the Term) and on such terms and conditions as Landlord may, in its sole and absolute discretion, deem appropriate and may collect and receive the rents therefor. Landlord shall in no way be responsible or liable for any failure to relet the Premises or any part thereof or any failure to collect any rent due under such reletting. If Landlord elects to re-enter the Premises pursuant to subsection 15.2(b) above, Tenant agrees to pay to Landlord as damages for the time period from the date of Landlord's re-entry until expiration or termination of this Lease, the amount by which the sum of (i) any amounts necessary to compensate Landlord for all the damages proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, including but not limited to, any costs or expenses incurred by Landlord in retaking possession of the Premises, including reasonable attorney's fees, (ii) maintaining or preserving the Premises after the occurrence of an Event of Default, (iii) all costs of repairs or alterations to the Premises, and all costs of reletting the Premises, including but not limited to leasing commissions, attorney's fees and other expenses incurred in reletting the Premises to a new tenant; (iv) if Landlord has furnished Tenant with a sum of money or with an item or items of value as and for an incentive or allowance for Tenant to enter into this Lease, an amount equal to the product obtained by multiplying the number of years remaining under the Lease times the quotient obtained after dividing the aggregate amount of all such incentives and allowances if monetary (together with the cost thereof to Landlord if non-monetary) by the number of years under the original Term, and (v) all amounts that would have been due to Landlord under this Lease if Tenant had remained in possession of the Premises, including without limitation all Rent and Additional Rent, exceeds the amounts actually received by Landlord from a replacement tenant, if any, in the Premises for such time period.

15.4 Damages. Should Landlord elect the remedy provided for in subsection 15.2 (a) or (c) above, then Landlord may recover from Tenant the following: (i) the amount of the unpaid Rent, Additional Rent and other charges reserved and payable by Tenant under this Lease at the time of termination; (ii) an amount equal to the Rent, Additional Rent and other charges reserved and payable under this Lease for the balance of the Term at the discount rate of the Federal Reserve Bank situated nearest to the location of the Premises plus one percentage point (1%) at the time Tenant's obligation to pay which shall be the date of termination by Landlord; and (iii) if Landlord has furnished Tenant with a sum of money or with an item or items of value as and for an incentive or allowance for Tenant to enter into this Lease, an amount equal to the product obtained by multiplying the number of years remaining under the Lease times the quotient obtained after dividing the aggregate amount of all such incentives and allowances if monetary (together with the cost thereof to Landlord if non-monetary) by the number of years under the original Term and (iv)such amount as is necessary to fully compensate Landlord for all damages proximately caused by the Tenant's failure to perform its obligations under the Lease or which in the ordinary course of business is likely to arise therefrom, including, without limitation, default interest and the costs or expenses as Landlord may incur or anticipate in connection with re-entering, ejecting, removing, dispossessing, cleaning, reletting, altering, repairing, redecorating, subdividing, or otherwise preparing the Premises for reletting, including brokerage and attorney's fees and court costs. Nothing herein shall be deemed to limit Tenant's rights to allege and prove that any such future rental loss could have reasonably been avoided by Landlord. Nothing herein contained shall be deemed a liquidation or to prejudice the right of Landlord to prove and obtain as liquidated damages by reason of any Event of Default, an amount equal to the maximum allowed by statute or rule of law in effect at the time and governing the proceedings in which such damages are claimed whether such amount is greater, equal to or less than the damages referred to in this Paragraph. No termination of this Lease shall affect the right of Landlord under this Lease for indemnification from Tenant for liability prior to termination.

15.5 Use of Fixtures. Upon the occurrence of and during the continuation of any Event of Default, Landlord may, at Landlord's option permit all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations, and other personal property to remain on the Premises ~~and Landlord shall have the right to take the~~

~~exclusive possession of the same and to use the same, rent or charge free,~~ until the Event of Default is cured or at, Landlord's option at any time during the Term, require Tenant to forthwith remove the same. In the event of any entry or taking possession of the Premises, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the fixtures, furniture, equipment and other personal property personal property located in the Premises and may place the same in storage at a public warehouse at the expense and risk of Tenant.

15.6 Express Termination Required. Landlord shall not be deemed to have terminated this Lease, or the liability of Tenant to pay any Rent, Additional Rent or other charges thereafter accruing, or to have terminated Tenant's liability for damages under any of the provisions hereof, by any such reentry or by any action, in unlawful detainer or otherwise, to obtain possession of the Premises, unless Landlord shall have notified Tenant in writing that it has so elected to terminate the Term, and Tenant further covenants that the service by Landlord of any notice pursuant to the unlawful detainer statutes of the State of which the Shopping Center is located and the surrender of possession pursuant to such notice shall not (unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notice and such election is evidenced by a written notice to Tenant) be deemed to be a termination of this Lease.

15.7 Landlord's Lien. Intentionally Omitted. ~~As of Delivery of Possession, Tenant agrees that Landlord shall have a landlord's lien, and additionally hereby separately grants to Landlord a first and prior security interest, in, on and against Tenant's or any other party's goods, equipment, signs, fixtures, furniture and other personal property situated in or on the Premises including all after acquired property, replacements and proceeds to secure the performance by Tenant of its obligations under this Lease, and such property shall not be removed from the Premises without the written consent of Landlord until all Rent, Additional Rent and other sums of money then due Landlord shall have first been paid. Tenant further agrees that, in addition to all other rights and remedies Landlord may have hereunder or at law or in equity, in the Event of Default hereunder, Landlord shall have any and all rights and remedies granted a secured party under the Uniform Commercial Code then in effect in the State in which the Shopping Center is situated. Tenant hereby authorizes Landlord to file a financing statement to perfect the lien granted to Landlord in this Section 15.7.~~

15.8 No Waiver. The failure of Landlord or Tenant to insist upon the strict performance of any provisions of this Lease, or the failure of Landlord or Tenant to exercise any right, option or remedy hereby reserved shall not be construed as a future waiver of any such provision, right, option or remedy or as a waiver of a subsequent breach thereof. The consent or approval by Landlord of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary the requirement for Landlord's consent or approval of any subsequent similar act by Tenant. The receipt by Landlord of Rent, Additional Rent or sums due under this Lease with knowledge of a breach of any provision of this Lease shall not be deemed a waiver unless such waiver shall be specific, in writing, and signed by the Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent, Additional Rent and/or other sums due and payable under this Lease hereby reserved shall be deemed to be other than on account of the earliest Rent, Additional Rent and/or sums due under this Lease then unpaid, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent, Additional Rent and/or other sums due under this Lease due or Landlord may pursue any other remedy in this Lease or by law provided, and no waiver by Landlord in favor of any other tenant or occupant of the Shopping Center shall constitute a waiver in favor of the Tenant.

15.9 Cumulative Rights. The remedies contained in this Lease shall be in addition and supplemental to all other rights or remedies which Landlord may have at law, in equity or by statute and the exercise of any one remedy shall not preclude the subsequent or concurrent exercise of further or additional remedies.

ARTICLE 16 - DEFAULT BY LANDLORD

In the event Landlord shall neglect or fail to perform or observe any of the convents, provisions or conditions contained in this Lease on Landlord's part to be observed or performed where such failure continues for thirty (30) days after written notice thereof from Tenant to Landlord (or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence the curing of its default within the thirty (30) day period and proceed diligently thereafter), then in that event Landlord shall be responsible to Tenant for any and all actual

damages sustained by Tenant as a result of Landlord's breach, but not special or consequential damages. Tenant shall have no right to terminate this Lease, except as may be expressly provided **in this Section or** elsewhere in this Lease**,**. Nothing herein contained shall be interpreted to mean that Tenant is excused from paying any Rent, Additional Rent or other sums due hereunder as a result of any default by Landlord. Tenant shall give to the holder of any encumbrance as mentioned in Article 19 written notice simultaneously with any notice given to Landlord to cure any default of Landlord **provided Landlord has previously provided Tenant with the holder's name and notice address**. The holder of such interest shall have the right, within sixty (60) days after actual receipt of such notice (or within such additional time as reasonably required) to cure such default before Tenant may take any action under this Lease by reason of such default. Subject to the prior notice provisions of this subsection, any notice of default given to Landlord shall be null and void unless such simultaneous notice has been given to the holder of any such encumbrance. **Notwithstanding anything to the contrary contained herein, if Landlord is in default under this Lease beyond the appliable notice and cure periods set forth above and such default directly prevents Tenant from operating its business in the Premises, Tenant shall have the right to terminate the Lease, upon thirty (30) days prior written notice to Landlord, specifying the nature of the default and the basis for Tenant's inability to operate its business; provided, however, if Landlord cures the default prior to the expiration of said thirty (30) day period, Tenant's termination notice shall automatically be deemed null and void, and the Lease shall continue in full force and effect.**

ARTICLE 17 - ATTORNEYS' FEES

If any party hereto commences any legal action against the other in any way arises from or in connection with the Lease, the prevailing party shall be entitled to all reasonable attorney fees and other costs. In addition, **each party** ~~Landlord~~ shall be entitled to all **reasonable** attorneys' fees and all other costs incurred in the preparation and service of any notice or demand hereunder due to a default or breach of this Lease, whether or not a legal action is subsequently commenced**, but only if the other party engages an attorney on a matter after the other party has failed to cure the same within the time specified in Article 15 for such cure.**. ~~All attorneys' fees, expert witness fees and other costs and expenses incurred by Landlord by reason of any action to which Landlord shall be made a defendant because of any action or omission of Tenant shall constitute Additional Rent under this Lease.~~

ARTICLE 18 - CONDEMNATION

18.1 **Total or Partial Taking.** In the event the entire Premises or such part thereof as will render the remainder of the Premises untenantable shall be taken in any manner for public or quasi-public use, including but not limited to, a conveyance or assignment in lieu of the condemnation or taking then this Lease shall automatically terminate as of the date of title vesting in such proceedings. In the event twenty-five percent (25%) or more of the Floor Area of the Premises shall be so taken, then Landlord and Tenant shall each have the right to terminate this Lease by written notice given to the other within sixty (60) days after the date of title vesting in such proceedings. If any part of the Premises shall be so taken and this Lease shall not be terminated, then this Lease shall continue in full force and effect with respect to the remainder of the Premises except that, Rent shall be reduced in the same proportion that the Floor Area of the Premises taken bears to the original Floor Area of the Premises and Landlord shall, upon receipt of the award in condemnation, commence rebuilding or restoring the Premises, but only to the extent of the basic building structure as originally constructed and the Premises in a vanilla shell condition as determined by Landlord in its sole and absolute discretion, provided, however Landlord shall not be required to spend for such rebuilding or restoration an amount in excess of the respective amounts received by Landlord as damages for the taking of such part of the Premises and of the building of which it forms a part. On completion of the rebuilding or restoration, as the case may be, and Landlord's delivery of possession of the Premises thereof Tenant shall commence Tenant's Work as described on Exhibit "B" and replace Tenant's trade fixtures, equipment and other personal property and promptly reopen for business. If more than fifty percent (50%) of the Floor Area of the building of which the Premises forms a part or of the Shopping Center shall be taken as aforesaid, Landlord shall have the right, by written notice given to Tenant, to terminate this Lease, such termination to be effective as of the date of title vesting in such proceeding. If this Lease is terminated as provided in this Section 18.1, all Rent and Additional Rent shall be paid by Tenant up to the later of the date that possession is so taken by the public authority or the date Tenant vacates the Premises, and Landlord shall make an equitable refund of any Rent and Additional Rent paid by Tenant in advance and not earned.

18.2 Award. Any award or payment for such taking of all or any part of the Premises or the Shopping Center shall be the property of Landlord, whether such award or payment shall be made as a compensation for the diminution in value of any leasehold interest and/or for the taking of the fee, and/or for severance damages. In no event shall Tenant be entitled to receive any portion of any payment or award made by a condemning authority with respect to the condemnation of the Premises or the Shopping Center~~, and Tenant hereby waives any and all such claims to such awards or payments~~. Nothing in this Lease shall prevent Tenant from making a **separate** claim against the condemning authority for the value of or damage to and/or the cost of removal of Tenant's trade fixtures and other personal property which under the terms of this Lease would remain Tenant's property upon the expiration of the Term **and for Tenant's relocation costs and the value of Tenant's leasehold interest**, provided, however, that Tenant's claim does not reduce the amount of any award or payment made to Landlord.

ARTICLE 19 – SUBORDINATION; ATTORNMENT; AND ESTOPPEL CERTIFICATE

19.1 Subordination. Tenant will subordinate its rights hereunder to the lien of any ground lease, deed of trust, mortgage or lien or charge, or any reciprocal easement agreement or other operating agreement which now encumbers or hereinafter may encumber the land and building of which the Premises are a part or upon any buildings hereinafter placed upon the land of which the Premises are a part and to all advances made or hereafter to be made upon the security thereof, **provided such mortgagee, trustee, beneficiary or the purchaser has executed or agrees to execute an agreement of subordination, non-disturbance and attornment in a form reasonably acceptable to Tenant, recognizing this Lease and Tenant's right hereunder and Tenant shall be responsible for the payment of any fees charged by a mortgagee, Trustee, Beneficiary or Purchaser for the subordination, non-disturbance and attornment**. This Section 19.1 shall be self-operative and no further instruments of subordination shall be required unless requested by the lienholder, beneficiary or their successors. Tenant covenants and agrees that it will execute, within ten (10) days from Tenant's receipt any and all subordination agreements upon the request of Landlord in a form prescribed by Landlord or the lienholder. Tenant's failure to deliver such subordination agreement within the time permitted hereby shall be deemed an Event of Default and Tenant shall be required to pay a late fee to Landlord of $25.00 per day for every day the subordination agreement is not executed and delivered to Landlord past the tenth (10^{th}) day.

19.2 Attornment. In the event of a sale, transfer or assignment of Landlord's interest in the Shopping Center or any part thereof, including the Premises, or in the event that any proceedings are brought for foreclosure, or to exercise the power of sale under any mortgage or deed of trust made by Landlord covering the Shopping Center or any part thereof, including the Premises or in the event of a cancellation or termination of any ground or underlying lease covering the Shopping Center or any part thereof, including the Premises, Tenant shall attorn to and recognize such transferee, purchaser or ground or underlying lessor or mortgagee as Landlord under this Lease provided that any purchaser or mortgagee shall recognize the Lease as remaining in full force and effect so long as Tenant is not in default hereunder.

19.3 Estoppel Certificate. Tenant shall, at any time and from time to time, within ten (10) days of a written request from Landlord, execute and deliver to Landlord a written declaration certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); that all conditions under this Lease to be performed by Landlord have been satisfied (or stating any conditions that have not been satisfied); that there are no defenses or setoffs against the enforcement of this Lease by Landlord, or stating those claimed by Tenant; the amount of advance rent, if any, (or none if such is the case) paid by Tenant; the date to which rent has been paid; and the amount of any Security Deposit. Tenant's failure to deliver such declaration within the time permitted hereby shall be deemed an Event of Default and Tenant shall be required to pay, a late fee to Landlord of $25.00 per day for every day the declaration is not executed and delivered to Landlord past the tenth (10^{th}) day. ~~Further, Tenant hereby appoints Landlord as attorney in fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instruments if Tenant fails to do so within the period required under this Section 19.3.~~

ARTICLE 20 - SURRENDER OF PREMISES

Upon expiration or earlier termination of this Lease Tenant shall, without notice from Landlord (i) surrender the Premises broom-clean, in good condition and repair, reasonable wear and tear excepted; (ii) surrender all keys to

the Premises; and (iii) if Tenant is not in default under the Lease at the expiration or earlier termination of the Lease, remove all of Tenant's trade fixtures and personal property not permanently affixed to the Premises. All alterations and improvements to the Premises made by Tenant or on behalf of Tenant, including but not limited to partitions, permanent trade fixtures, floor covering, toilet fixtures, power panels, switches, transformers, and HVAC systems and equipment, shall become the property of Landlord upon the expiration or earlier termination of the Lease~~, unless Landlord requests their removal in which event Tenant shall at Tenant's sole cost and expense remove the same and restore the Premises to a vanilla shell condition~~. Any of Tenant's property not removed from the Premises prior to the expiration of the Term shall be deemed abandoned, and shall, at Landlord's option, either become the property of Landlord or may be removed and disposed of by Landlord and Tenant shall pay to Landlord the costs of such removal and disposition within ten (10) days after delivery of a bill thereof. Any damage to the Premises, Shopping Center or the building of which the Premises is a part resulting from Tenant's use or occupation of the Premises or from the removal of Tenant's trade fixtures or other personal property shall be repaired promptly by Tenant at Tenant's expense, or at Landlord's option by Landlord and Tenant shall pay to Landlord the cost of such repairs within ten (10) days after delivery of a bill therefor.

ARTICLE 21 - HOLDING OVER

If Tenant should remain in possession of the Premises after the expiration of the Term without the execution of a new lease and in the absence of good faith negotiations for a renewal of the Lease, such holding over shall be deemed to have created and be construed as a tenancy from month-to-month at a rental equal to one hundred **twenty-five percent (125%)** ~~fifty percent (150%)~~ of the monthly Rent payable during the last month of the Term together with an amount estimated by Landlord for the monthly Operating Expenses payable under the Lease and shall otherwise be on the terms and conditions herein specified as far as applicable. In the event Tenant holds over without Landlord's written consent, Tenant shall be liable for all of Landlord's direct and consequential damages, including but not limited to, damages and expenses incurred by Landlord for its inability to deliver possession of the Premises to a new tenant.

ARTICLE 22 – RELOCATION – INTENTIONALLY OMITTED.

ARTICLE 23 - NOTICES

Wherever in this Lease any notice, request, approval, demand, consent bill, statement or other communication ("Communication") is required or desired to be given under this Lease, such Communication shall be in writing and shall be personally delivered (which may include public or private express delivery and overnight courier services) or given by mail, and if mailed, shall be deemed to have been given when two (2) days have elapsed from the time of mailing by certified mail, postage prepaid, addressed to the notice address of the addressee specified in Article 1 hereof. If more than one Tenant is named under this Lease, service of any notice upon any one of said Tenants shall be deemed as service upon all of such Tenants. Either party may change such address by written notice in the manner specified above for the giving of notice to the other.

ARTICLE 24 – TRANSFER OF LANDLORD'S INTEREST.

Landlord shall have the right to sell or transfer its ownership of all or any part of the Shopping Center to one or more third parties. If Landlord sells or transfers its interest in the Premises (other than a transfer for security purposes) **and transfers any Security Deposit then held by Landlord to such transferee,** Landlord shall be released from all obligations and liabilities accruing thereafter under this Lease and Landlord's successor shall be deemed to have assumed Landlord's obligations thereafter accruing under the Lease.

ARTICLE 25 - SECURITY DEPOSIT

The Security Deposit specified in Article 1 shall be paid by Tenant to Landlord upon Tenant's execution of this Lease. Said Security Deposit shall be held by Landlord without liability for interest as security for the faithful performance by Tenant of all the terms of this Lease. Landlord shall have the right to commingle said Security Deposit with its other funds. If any of the Rent, Operating Expenses or any other sum payable by Tenant should be overdue and unpaid or if Landlord shall make payments on behalf of Tenant, or if Tenant should fail to perform any of the

terms of this Lease, then Landlord may, at its option and without prejudice to any other right or remedy appropriate, apply said Security Deposit or so much thereof as may be necessary to compensate Landlord toward the payment of Rent, Operating Expenses, fees (including, without limitation, attorneys' fees), expenses, costs, loss or damage sustained by Landlord due to such breach on the part of Tenant; and Tenant shall upon demand restore said Security Deposit to the original sum deposited. Subject to all other provisions of this Article, should Tenant comply with all of the terms of this Lease, said Security Deposit or any balance thereof shall be returned to Tenant or, at the option of Landlord, to the last assignee of Tenant's interest in this Lease **within thirty (30) days after** ~~at~~ the expiration of the Term and any extension thereof. Tenant expressly acknowledges and agrees, however, that said Security Deposit may be held by Landlord beyond **thirty (30) days after** the expiration or earlier termination of the Term (including also any extension thereof) until all Rent, Operating Expenses and other sums due or to become due hereunder have been fully paid by Tenant, including without limitation the prorating, billing and payment of all year-end adjustments made or to be made under this Lease. **Landlord shall, within thirty (30) days after the expiration or earlier termination of this Lease, provide Tenant with a prorated reconciliation of Operating Expenses and a statement of all other amounts then due from Tenant under this Lease. Landlord may apply the Security Deposit against any amounts shown to be due from Tenant pursuant to such reconciliation or otherwise due under this Lease, and Landlord shall return the remaining balance of the Security Deposit, if any, to Tenant within such thirty (30)-day period.** In the event of bankruptcy or other debtor-creditor proceedings by or against Tenant, the Security Deposit shall be deemed to be applied first to the payment of Rent and Operating Expenses due Landlord for the earliest period prior to filing of such proceedings. ~~Tenant expressly waives the provisions of any existing or future applicable law restricting the right of Landlord to utilize the Security Deposit to satisfy any obligations due and owing to Landlord either before or after termination of the Lease and in furtherance thereof, expressly agrees that Landlord may apply the Security Deposit against future Rent and Operating Expenses that may become due and owing to Landlord from Tenant before or after termination of the Lease.~~

ARTICLE 26 – RIGHT TO ENTER

Tenant agrees to permit Landlord and its agents, employees, servants and contractors to enter the Premises upon twenty-four (24) hours' notice, at all reasonable times during usual business hours for the purpose of (i) inspecting or exhibiting the same to prospective purchasers, mortgagees and tenants, or (ii) for performing any of Landlord's maintenance or repair obligations. In addition, Tenant agrees to permit Landlord and the tenants (and their agents and contractors) of other stores in the Shopping Center to enter the Premises upon twenty-four (24) hours' notice to Tenant in order to install, replace, maintain and repair electrical, telephone, plumbing, mechanical and fire protection systems and other utility lines, equipment and systems above the ceiling, below the floor or within the walls of the Premises, provided that the entry of Landlord and such tenants and their work in or upon the Premises shall not unreasonably interfere with the business of Tenant and that Landlord and such tenants shall promptly repair and restore any damage to the Premises or to Tenant's property occasioned by such entry or work. **Notwithstanding anything contained herein to the contrary, because of Tenant's use of the Premises as a school, anytime students are present in the Premises, Landlord and its agents, employees, servants and contractors agree (except in the case of an emergency which threatens life or where there is imminent danger to the Premises or Shopping Center): (i) will not enter the Premises without checking in at the school office; (ii) will not to enter the Premises without the prior approval of the office staff and (iii) will present identification to the office staff, which such identification can be a business card.** During the final six (6) months of the Term and any extension or renewal of the Term hereof, Landlord may place upon the exterior of the Premises "For Rent" or "For Lease" signs of reasonable size.

ARTICLE 27 - BROKERS

27.1 **No Brokerage.** Tenant covenants, warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiations except the Broker(s) identified in Article 1, which Landlord has agreed to pay a commission to under a separate agreement. Tenant agrees to protect, indemnify, save and keep harmless Landlord against and from all liabilities, claims, losses, costs, damages and expenses, including attorneys' fees, arising out of, resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

27.2 **No Dual Agency of Landlord's Broker.** Landlord hereby discloses to Tenant that Arizona Partners Retail Investment Group, LLC, a licensed real estate broker in the State of Arizona, is acting as Landlord's sole agent in connection with the leasing of the Premises to Tenant pursuant to the terms and provisions of this Lease, and Landlord hereby expressly agrees to pay all brokerage commissions payable, if any, to such licensee. In that regard, or in the event Landlord is alternatively, or in addition thereto, represented by any other person, corporation, partnership or other entity holding a real estate license in the State of Arizona, Tenant hereby expressly acknowledges and agrees that (i) such licensee shall, for all purposes hereunder or at law or in equity, be acting as the sole agent of Landlord and (ii) no dual agency shall be deemed to exist or to have been created by any such licensee's actions, statements, warranties or representations (whether verbal or written), or by any omission thereof, so that under no circumstances shall any such licensee ever be deemed in any way to be the agent of Tenant in connection with the leasing of the Premises to Tenant pursuant to the terms and provisions of this Lease. Tenant hereby expressly waives any and all claims that such dual agency exists and further acknowledges and agrees that there shall be absolutely no liability on the part of Landlord or any such agent or licensee of Landlord arising as a result of any such claim, notwithstanding any action, statement, warranty or representation of any kind (whether written or oral) to the contrary made to Tenant by such agent or licensee. For purposes of this Section, the terms "licensee" and "agent" shall be deemed to also include subagents and the employees of such licensee, agent or subagent.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

28.1 **Paragraph Headings.** The paragraph headings, numbers and index used in this Lease are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Lease.

28.2 **Partial Invalidity.** If any provision of this Lease is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Lease and such other provision shall remain in full force and effect. If any provision of this Lease is capable of two constructions, one of which would render the provision void and one of which would render the provision valid, the provision shall be interpreted in the manner which would render it valid. It is the intention of the parties hereto that the covenants of this Lease be independent of each other.

28.3 **Warranty of Authority.** If Tenant is other than a natural person, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that: they are duly authorized to execute this Lease on behalf of Tenant; Tenant is duly qualified in all respects; all steps have been taken prior to the date hereof to qualify Tenant to do business in the State in which the Premises are located; all franchise and other taxes have been paid to date; and all forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

28.4 **Joint and Several Liability.** If more than one person, corporation or other entity is named as Tenant in this Lease and executes the same as such, then and in such event, the word "Tenant" wherever used in this Lease is intended to refer to all such persons, corporations or other entities, and the liability of such persons, corporations or other entities for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several. If Tenant shall be a partnership, the liability of each and every partner thereof for compliance with and performance of all the terms, covenants and provisions of this Lease shall be joint and several, and no withdrawing partner shall be relieved of any liability hereunder as the result of any such withdrawal. If Tenant is composed in whole or in part of a husband and wife, the separate property and estate of each spouse as well as the total of their combined property and estates (regardless of however such property or estates may be designated, whether community, marital or otherwise) to which either may have any claim or interest whatsoever based upon their marital status shall be liable hereunder.

28.5 **Entire Agreement.** This Lease supersedes and cancels any and all previous negotiations, agreements and understandings between Landlord and Tenant with respect to the subject matter hereof and is the only and entire agreement between them. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein, and no modification of the Lease shall be effective unless in writing and signed by all parties hereto.

28.6 **Financial Statements**. Within ten (10) days after request by Landlord, Tenant shall furnish to Landlord the then most current financial statement(s) of Tenant and of any guarantor of this Lease prepared in

accordance with generally accepted accounting principles, consistently applied and accurately reflecting the then existing financial condition of Tenant and such guarantor (if any), together with such additional financial information as may be reasonably requested by Landlord. All such financial statements shall be kept confidential by Landlord and shall be used only for the purpose of assessing and/or verifying Tenant's financial condition.

28.7 Right to Lease. Landlord reserves the absolute right to contract for or otherwise affect such other tenancies or businesses in the Shopping Center as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Shopping Center. Tenant does not rely on the fact, nor does Landlord represent, that any specific store, business or tenant or type or number of stores, businesses or tenants shall during the Term occupy any space in the Shopping Center.

28.8 Governing Law. The laws of the State where the Shopping Center is situated shall govern the validity, performance and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the venue of such suit or action shall be Riverside County, Califonria~~, or such other place where Landlord may from time to time properly designate, Tenant expressly consenting to Landlord designating the venue of any such suit or action,~~ and each party waives the right to a jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising under this Lease. **Before commencing any legal action arising out of an alleged non-monetary default under this Lease, the parties shall first meet in good faith within thirty (30) days after written request by either party to attempt to resolve such default. If such meeting is unsuccessful, or if the other party fails or refuses to participate in such meeting within said thirty (30) day period, each party shall be free to pursue all available legal rights and remedies. Notwithstanding the foregoing, this requirement shall not apply to any monetary default, and nothing herein shall extend or modify any applicable notice or cure period under this Lease or restrict Landlord's right to pursue any remedies available under this Lease or applicable law for a monetary default.** Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant, but shall be interpreted in accordance with the general tenor of its language.

28.9 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotions, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to Rent and Operating Expenses to be paid by Tenant pursuant to this Lease.

28.10 Time. Time is of the essence in the performance of each of provision in this Lease.

28.11 Quiet Possession. Landlord covenants that Tenant, upon paying all rent as provided herein and upon performing the covenants and conditions of this Lease, shall lawfully and quietly hold, occupy and enjoy the Premises during the Term without hindrance or interruption by Landlord or by anyone lawfully claiming by, through or under Landlord, subject to the terms and conditions of this Lease.

28.12 Relationship of Parties. Notwithstanding any other express or implied provision of this Lease, it is understood that Landlord does not in any way claim to be or propose a partnership or joint venture with Tenant in the conduct of Tenant's business.

28.13 No Offer. Submission of this instrument for examination or signature by Tenant does not constitute an offer to lease, or a reservation of or option to lease, and is not effective as a lease or otherwise until full execution and delivery thereof by Landlord and Tenant. The return to Landlord of Tenant executed copies of this Lease shall not be binding upon Landlord, notwithstanding any preparation or anticipatory reliance or expenditures by Tenant or any time interval, until Landlord has in fact executed and actually delivered a fully executed copy of this Lease to Tenant.

28.14 Independent Legal Counsel. Tenant acknowledges that it has had the opportunity to be represented by independent legal counsel in negotiations leading up to and in executing this Lease.

28.15 **No Recording.** The parties hereto hereby covenant and agree not to record ~~or file for record~~ this Lease or any copy thereof **in the real property records of the county in which the Premises is located**.

28.16 **Confidentiality**. ~~Tenant shall keep in strict confidence and shall not divulge the existence, contents or provisions of this Lease to anyone without the written consent of Landlord, unless ordered by a court of competent jurisdiction. A breach of the confidentiality shall be deemed a material breach and an Event of Default, subjecting Tenant to any and all of Landlord's rights and remedies available under the Lease and at law or in equity. This covenant of confidentiality shall survive the expiration of the Lease.~~

28.17 **CASp Disclosure.** A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction related accessibility standards within the premises.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

LANDLORD:

Parkridge Main LLC,
a California limited liability company

By: North Main Management LLC,
a California limited liability company
its managing member

By: Raydob LLC, an Arizona limited liability company
Its managing member

By: _____
Its: Manager

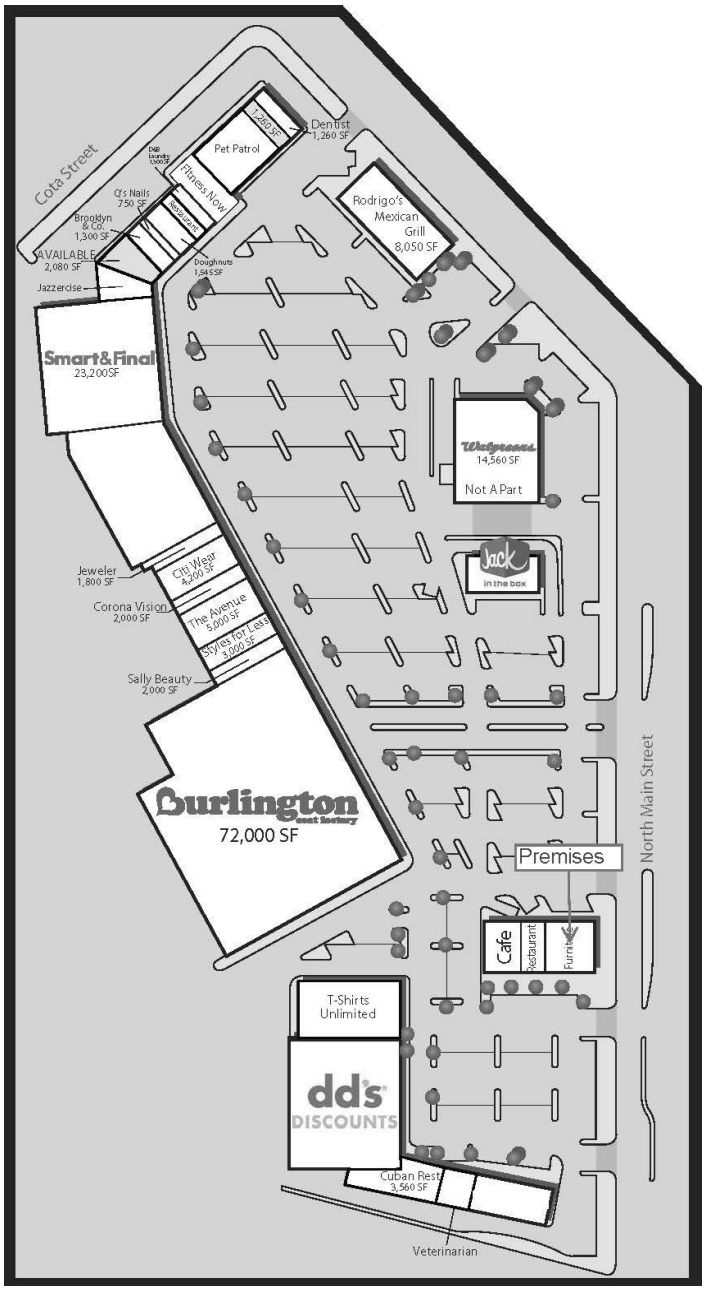
TENANT:

Roads Education Organization,
a California nonprofit corporation

By: _____
Its: _____

EXHIBIT "A"

SITE PLAN – SHOPPING CENTER AND PREMISES



This **Exhibit "A"** is a general site plan only and shall not be deemed a warranty, representation or agreement on the part of Landlord that the Shopping Center and/or the Premises is, are will be or will continue to be exactly as indicated herein; nor of any location, occupancy or opening of any tenant or occupancy within the Shopping Center.

EXHIBIT "B"

CONSTRUCTION PROCEDURES

These Construction Procedures set forth the division of responsibility regarding the construction work between Landlord and Tenant under the terms and conditions of this Lease. In every instance where responsibility where is not specifically allocated to Landlord under the provisions of this Exhibit B, the responsibility shall be Tenant's.

I. LANDLORD'S WORK

A. "Landlord's Work" means the work, if any, which Landlord is expressly obligated to undertake pursuant to Section I. B. Except for Landlord's Work, if any, Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the Premises in connection with Tenant's occupancy.

B. Landlord's Work shall consist of the following work: **None**

Except for Landlord's Work, if any, Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the Premises in connection with Tenant's occupancy.

C. Tenant has inspected the Premises and found the same to be suitable, sufficient and acceptable for the purpose of Tenant conducting its Only Permitted Use upon the Premises and accepts them in **As-Is, Where Is** condition. Landlord shall have no responsibility or obligation to affect any repairs (except for Landlord's maintenance obligations as provided for in Section 10.2 of this Lease), improvements, repairs, alterations or additions to the Premises. **Notwithstanding anything to the contrary contained herein, as of Delivery of Possession, the Premises shall be broom clean, the roof shall be water tight and all plumbing, electrical, and the HVAC units (each a "System") shall be in good working order. If Tenant delivers written notice to Landlord ("Defect Notice") within thirty (30) days after Delivery of Possession identifying any System that is not in good working order (a "Non-Working Condition"), then Landlord shall, within a reasonable period after receipt of such Defect Notice, perform such work as is necessary to place such System in good working order ("Landlord's Correction Work"). Tenant's failure to deliver the Defect Notice within such thirty (30) day period shall be deemed a waiver of Landlord's obligations under this provision, and thereafter Landlord shall have no obligation to perform the Landlords' Correction Work described herein. Notwithstanding the foregoing, if Tenant or its agents performs any work on or affecting any System, or if any System is altered, damaged, or impacted by Tenant's Work, then Landlord shall have no obligation to perform Landlord's Correction Work with respect to such System to the extent such Non-Working Condition is caused by or results from such work.**

II. TENANT'S WORK

"Tenant's Work" means all improvements, alterations, repairs and other work necessary for the conduct of Tenant's business in the Premises.

III. TENANT'S PLANS

As soon as reasonably practical after Delivery of Possession Tenant shall submit to Landlord for Landlord's written approval, which such approval shall not be unreasonably withheld, conditioned or delayed, complete detailed drawings and specifications in sufficient detail for Tenant to obtain all necessary building permits (hereinafter collectively referred to as "Plans") for all Tenant's Work in the Premises. Landlord shall inform Tenant of any objections to the Plans within fifteen (15) days after receipt of said Plans. Tenant, within fifteen (15) days of receiving Landlord's objection to said Plans shall deliver to Landlord corrected Plans which Landlord shall accept or reject within the next fifteen (15) days. Following Landlord's approval of the Plans, any subsequent changes, modifications or alterations to the Plans shall be submitted to Landlord for

Landlord's written approval and the approval process shall begin again. Landlord's approval of the Plans shall not constitute an affirmation by Landlord that such Plans conform to law or impose any liability on Landlord.

IV. TENANT'S CONTRACTOR

A. Tenant shall employ a licensed and bonded contractor who is licensed in the state in which the Premises is located to perform and complete Tenant's Work. In the event that Tenant's contractors violate the requirements of the Lease, Landlord may order Tenant's contractors to remove themselves, their equipment and their employees from the Shopping Center. The term "contractors" as used in this Lease shall be deemed to additionally include subcontractors. Contractor(s) referred to Tenant by Landlord is provided only as a convenience to Tenant and Tenant shall remain fully liable for the selection of its contractors whether or not the same are referred to Tenant by Landlord.

B. Tenant shall and shall cause its contractor to comply with all legal requirements, laws, ordinances, regulations and other lawful authorities ("Laws") during its Tenant's Work and when completed Tenant's Work must comply with all Laws. If Tenant (including Tenant for and on behalf of Tenant's contractor and any and all persons performing any Tenant's Work in the Premise) fails to comply with these requirements, Landlord reserves the right to take remedial action (at Tenant's cost) as deemed necessary by Landlord to protect the public; provided, however, no reservation of such right by Landlord shall be deemed to (a) impose any obligation upon Landlord to take such remedial action; or (b) render Landlord liable to Tenant or any third (3rd) party for the failure to do so; or (c) relieve Tenant or Tenant's contractor from any obligations to indemnify Landlord as otherwise provided elsewhere in the Lease or this **Exhibit "B".**

C. Delivery of building materials shall be conducted in such a manner as to be considerate of other workers and delivery persons as well as customers and patrons of the Shopping Center. Tenant shall cause its contractor(s) to confine construction work to within the Premises as much as possible and shall work in an orderly manner. At no time will pipes, wires, boards or other construction materials project into public areas where harm could be caused to public.

V. REQUIRED DOCUMENTS

Prior to commencement of any Tenant's Work, Tenant shall be required to furnish to Landlord all of the following items (hereinafter collectively referred to as ("Required Items"):

1. Copy of all required construction permits.

2. Copy of permitted plans.

3. Copy of all contractor and subcontractors licenses.

4. Certificates of Insurance providing the following insurance: A comprehensive general liability insurance policy (with a rating of not less than A- naming Landlord and its managing agent as additional insured for not less than $1,000,000.00 combined single limit per occurrence and not less than $2,000,000.00 general aggregate. Such Certificate of Insurance shall be current and on file with Landlord throughout the duration of Tenant's Work.

VI. INDEMNITY. Tenant (including also anyone holding under Tenant and any and all subtenants and other occupants of the Premises), as the case may be, hereby releases Landlord from any and all liability for any and all bodily and personal injury to Tenant and its contractors (including also all subcontractors) and their respective employees (whether direct or indirect employees) and for any and all loss of or damage to Tenant's property and that of any and all contractors and subcontractors (including also any and all loss of use resulting therefrom) and, on behalf of its insurers, hereby waives any and all rights of subrogation therefor, except to the extent such injury, loss or damage has resulted from the act or neglect of Landlord. Tenant shall cause

its contractor(s) and all of their subcontractors to provide identical waivers of liability and subrogation in favor of Landlord.

VII. POST CONSTRUCTION DOCUMENTS

Prior to opening for business, Tenant shall obtain and deliver to Landlord the following items:

1. Final lien waivers and other forms of evidence satisfactory to Landlord (including, without limitation, paid invoices and cancelled checks) from all contractors and subcontractors who performed work at the Premises and all materialmen and suppliers who provided materials and/or equipment used in connection with Tenant's Work at the Premises.

2. A copy of the certificate of occupancy (or its local equivalent) for the Premises.

EXHIBIT "B-1"

CONSTRUCTION ALLOWANCE

So long as Tenant is not in default of this Lease, Tenant shall be entitled to receive from Landlord a one-time contribution for the purchase of and payment for, Qualified Items (as defined below) up to a maximum of **$20,000.00** ("Construction Allowance") upon the following terms and conditions:

(1) Qualified Items means (a) the contract price for contractors and subcontractors who undertake Tenant's Work pursuant **to Exhibit "B"** and (b) the materials purchased and installed or constructed as part of Tenant's Work pursuant to the provisions of **Exhibit "B"** (excluding however, personal property, trade fixtures, equipment, inventory, signs and/or architect's, engineering, or permitting fees).

(2) That Tenant's Work has been completed as required pursuant to all of the terms and conditions of this Lease, including but not limited to **Exhibit "B"** and in accordance with the construction drawings agreed upon by the parties as set forth in said **Exhibit "B"**.

(3) That Landlord has been furnished final, unconditional lien waivers and other forms of evidence satisfactory to Landlord (including, without limitation, paid invoices from all architects, contractors, subcontractors, laborers and materialmen) that all construction costs incurred by Tenant in connection with Tenant's Work have been paid and that there are no amounts due any architect, contractor, subcontractor, laborer or materialman.

(4) That a Certificate of Occupancy (or its equivalent as reasonably determined by Landlord) has been issued to Tenant and Tenant is open for business in the Premises.

(5) That the construction costs incurred by Tenant are equal to or exceed the Construction Allowance herein granted. In the event the Construction Allowance is greater than the cost incurred by Tenant, the Construction Allowance shall be reduced to the actual cost so incurred.

In the event the foregoing conditions have been met and Tenant is not in default under any of the provisions of the Lease, then Landlord shall pay the allowance to Tenant within thirty (30) days following Tenant's written request, which such request shall include the documents required in (3) and (4) above.

Tenant hereby expressly acknowledges and agrees that the Construction Allowance provided for herein is a onetime allowance only and is being furnished to Tenant solely as an incentive to enter into the Lease with Landlord. Tenant shall be fully responsible for all costs and expenses associated with all Tenant's Work performed including, without limitation, any such work, if permitted or required hereunder, occurring in connection with any reconstruction, remodeling or alteration of the Premises.

Notwithstanding anything to the contrary contained herein, in lieu of Landlord paying the Construction Allowance to Tenant, Tenant may elect to apply the Construction Allowance as a credit against Base Rent by paying one-half (1/2) of the monthly Base Rent otherwise due under this Lease until the entire Construction Allowance has been fully applied, after which Tenant shall pay the full amount of Base Rent required under this Lease.

EXHIBIT "C"

SIGN CRITERIA

This Comprehensive Sign Plan ("CSP") has been created to provide a design guideline for signage at North Main. This CSP will be used to evaluate proposed signage for business uses within the Shopping Center and will endeavor to ensure a quality standard for design, materials and illumination methods of exterior signage regulated by the City of Corona and Landlord.

I. GENERAL REQUIREMENTS

1. All Tenants' signage is subject to Landlord's written approval.

2. Prior to sign fabrication or installation, Tenant shall submit or cause to be submitted to Landlord, four (4) copies of fully dimensioned and scaled drawings indicating the location, size, layout, design color, illumination materials and method of attachment.

3. If drawings are denied, Tenant must resubmit revised plans to Landlord for approval until approval is obtained.

4. Any sign installed that is not conforming to this CSP and not approved by Landlord must be removed or brought into conformance by the Tenant and/or its sign contractor.

5. All signs are required to be reviewed and approved by the City of Corona and all signs shall be regulated and controlled as specified under the City of Corona Municipal Code.

6. Tenant shall be responsible, at its sole cost and expense, for the fulfillment of all requirements and specifications, including those of local municipality.

7. Tenant is responsible for all costs and expenses for all applicable applications permit fees and any other fees required by the Corona Planning and Building Department.

8. All signs shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain in the sole right of Landlord.

9. All signage shall be constructed, installed and maintained at Tenant's sole cost and expense.

10. Tenant's sign contractor shall be responsible for the repair of any damage caused by installation, maintenance and removal of any signage.

11. All sign bolts, fastenings, sleeves and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze, and no black iron material of any type will be permitted.

12. No labels shall be permitted on the exposed surface of signs, except those required by local ordinance. Those required shall be affixed to the bottom edge of signs, and only that portion of the permit sticker that is legally required to be visible shall be exposed.

13. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.

14. All exposed metals shall be painted to render them inconspicuous.

15. All electric signs shall bear the UL label and shall conform to National Electric Code Standards.

16. All signs shall conform to Uniform Building Code Standards.

17. Tenant shall be liable for the operations of their sign contractor.

18. All signage shall be erected and maintained in strict accordance to this CSP.

19. Tenant shall be responsible for submitting proof of Landlord approval to the City of Corona for permit review and approval.

20. Where this CSP remains silent, the design standards of the North Main Street Specific Plan and the Corona Municipal Code shall apply.

II. SIGN CRITERIA

A. Building Signs:

1. Metal raceways, if required to accommodate the wiring and transformers for illuminating the letters and logos, shall be concealed. In no way shall exposed raceways be permitted.

2. Letters or logo styles of the individual illuminated letters shall be Tenant's choice, subject to approval of Landlord.

3. Neon tubbing shall be 12-13mm, EGL or equal. Neon transformers shall be 30 A.M. Fluorescent Lamps shall be single pin (slim line) with a minimum of 12" center to center lamp separation. The backs of all exposed neon are to be pained opaque.

4. Signs may be illuminated by external and/or internal light sources. Neon light and fiber optics are encouraged.

5. Primary copy: Maximum letter height 24".

B. Mixed Media Forms and Embellishments:

1. Dimensional, geometric shapes or icon representing a Tenant's product or service.

2. Painted, polished, etched, or abraded metals.

3. Screens grids or mesh.

4. Cut or fabricated aluminum.

5. Neon accents or trims

6. Dimensional letter forms with seamless edges.

7. Opaque acrylic materials with matt finishes.

8. Fauxstorne effect finish.

9 Gold, silver, copper leaf or metallic paint finish.

10. Oxidized and patina finishes.

C. Illumination:

1. Tenant signage should incorporate one or more of the following acceptable light methods:

   a. Reverse/halo channel neon.
   b. Open and/or exposed channel neon.
   c. Silhouette illumination

D. Sign Colors and Finishes:

1. Sign colors should be selected to provide sufficient contrast against the building background, colors and be compatible with them.

2. Colors within each sign should be compatible.

3. Color of letter returns should contrast with face colors for optimum daytime readability.

4. Interior of open channel letters should be painted dark when against lighted background.

5. Neon colors should complement related signage elements.

6. All background color for pylon faces, white.

7. Signs shall be limited to three (3) sign colors. Exception for established corporate Logos, subject to City staff review and approval.

E. Typestyles:

The use of logos and distinctive typestyles is encouraged for all Tenants; signs. Tenants may adapt established typestyles, logos and/or icons that are used in similar located operated by them in California and/or the U.S. Theses images must be architecturally compatible and approved by Landlord. Type may be arranged in one (1) or two (2) lines of copy and may consist of upper and/or lower case.

F. Window Signs:

1. These signs shall be totally within the tenant's building space.

2. May contain change panels, but not action or animated.

3. Cannot be permanent.

G. Prohibited Signs:

1. Flashing, moving or audible signs will not be permitted

2. Individual freestanding detached signs, pylon or roof mounted signs will not be permitted for Tenant's use unless specifically provided for in the Lease and approved by Landlord.

3. No can (cabinet) signs will be permitted.

4. Painted lettering will not be permitted.

5. Advertising devices such as flags and pennants shall not be permitted. Banners only shall be permitted for the grand opening and special events for a period of thirty (30) days with prior approval by the Landlord and subject to issuance of a permit by the City of Corona.

6. As regulated by the City of Corona.

EXHIBIT "D"

CERTIFICATE OF DELIVERY OF POSSESSION

LANDLORD: Parkridge Main LLC, a California limited liability company

TENANT: Roads Education Organization, a California non-profit corporation

TRADE NAME: Pivot Charter Schools

DATE OF LEASE: _____

SHOPPING CENTER: North Main Plaza

Tenant or its authorized representative hereby certifies that possession of the Premises was delivered on _____.

By: _____

Its: _____

EXHIBIT "E"

OPTION TO EXTEND TERM

Tenant shall have the right to extend the Term ("Option to Extend") for o**ne (1)** additional **five (5)** year periods (each an "Additional Term") provided Tenant gives Landlord written notice not more than three hundred sixty-five (365) days nor less than two hundred seventy (270) days prior to the expiration of the then current Term, of its election to exercise its option TIME BEING OF THE ESSENCE with respect to such notice. The Option to Extend is personal to Tenant and may not be exercised or assigned, voluntarily or involuntarily, by or to any person or entity.

Except as specifically set forth herein, each Additional Term shall be upon all of the terms and conditions of the Lease, except that Rent for the Additional Terms shall be as stated below:

First Option to Extend:
Year 1: $6,788.44 per month
Year 2: $6,958.15 per month
Year 3: $7,132.10 per month
Year 4: $7,310.40 per month
Year 5: $7,493.16 per month

Any articles which were intended to be a one time, initial provisions or concessions (including but not limited to free rent or a Construction Allowance) shall be deemed to have been satisfied and shall not apply to the Additional Terms. Also, there shall be no option to extend after the end of the Additional Term

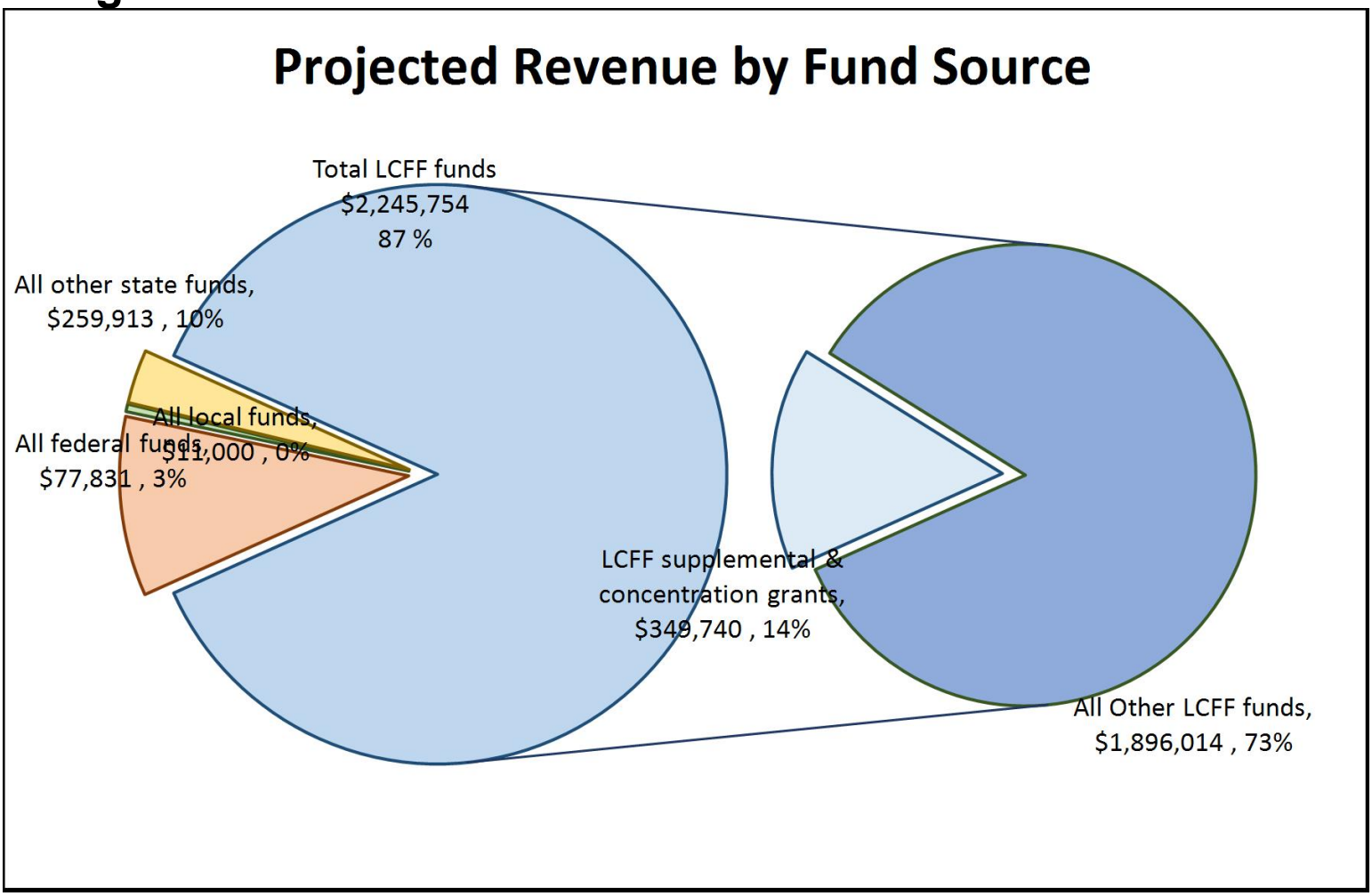
Notwithstanding anything to the contrary set forth above, Tenant shall not have the right to exercise any Option to Extend if (i) Tenant has been in default under this Lease, beyond the applicable cure period; (ii) or Tenant is currently in default under this Lease at the time it exercises its Option to Extend; or (iii) Tenant is not in actual possession of all of the Premises; or (iv) Tenant is not open for business **excluding closures for school breaks as permitted under Section 6.2**. ~~All rights of Tenant under the provisions of this Exhibit E shall terminate and be of no further force or effect, even after Tenant's due and timely exercise of the Option to Extend, if, after such exercise, but prior to the commencement date of the Additional Term(s), (a) Tenants fails to pay Landlord a monetary obligation of Tenant for a period of five (5) days after such obligation becomes due (without any necessity of Landlord to give notice thereof to Tenant); or (b) Tenant fails to commence to cure a default within five (5) days after the date Landlord gives notice to Tenant of such default.~~

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Pivot Charter School Riverside
CDS Code: 33-10330-0137836
School Year: 2025-26
LEA contact information:
Jayna Gaskell
Executive Director
jgaskell@pivotcharter.org
530-636-4362

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).

Budget Overview for the 2025-26 School Year

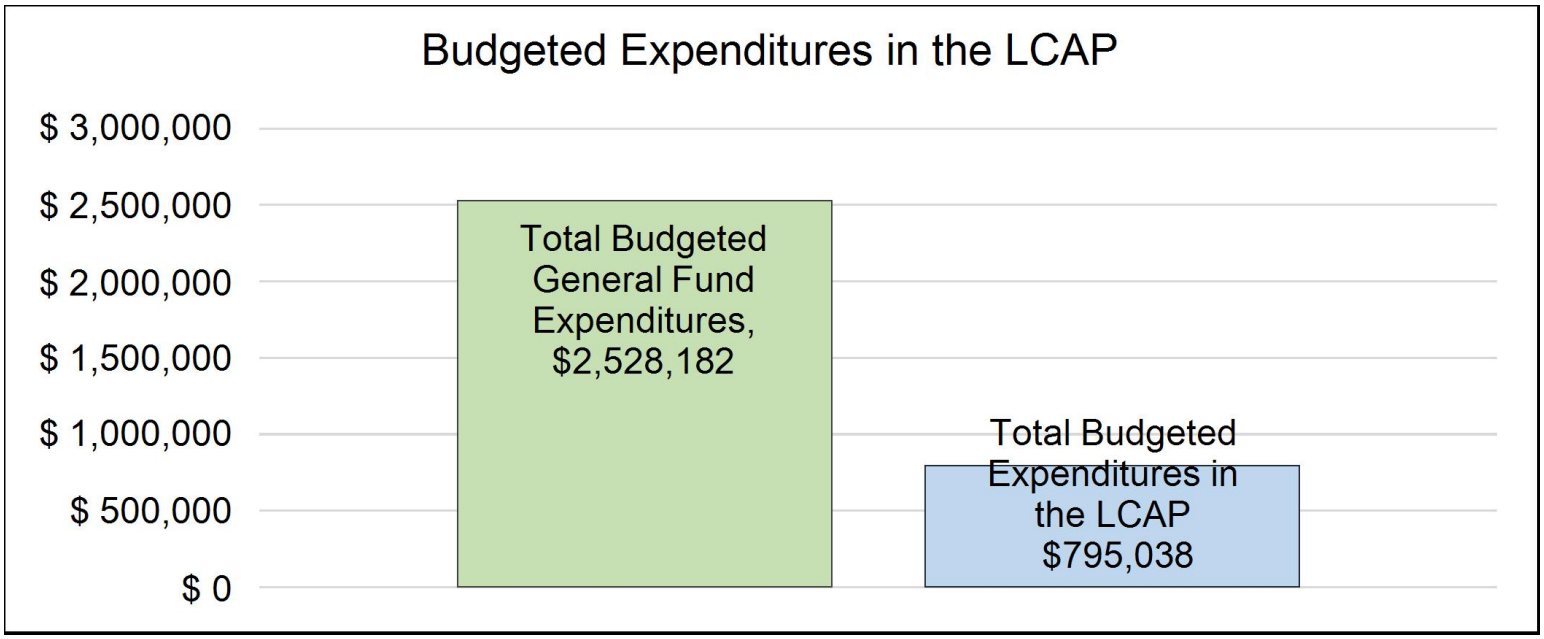


This chart shows the total general purpose revenue Pivot Charter School Riverside expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Pivot Charter School Riverside is $2,594,498, of which $2,245,754 is Local Control Funding Formula (LCFF), $259,913 is other state funds, $11,000 is local funds, and $77,831 is federal funds. Of the $2,245,754 in LCFF Funds, $349,740 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

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.



This chart provides a quick summary of how much Pivot Charter School Riverside 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: Pivot Charter School Riverside plans to spend $2,528,182 for the 2025-26 school year. Of that amount, $795,038 is tied to actions/services in the LCAP and $1,733,144 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

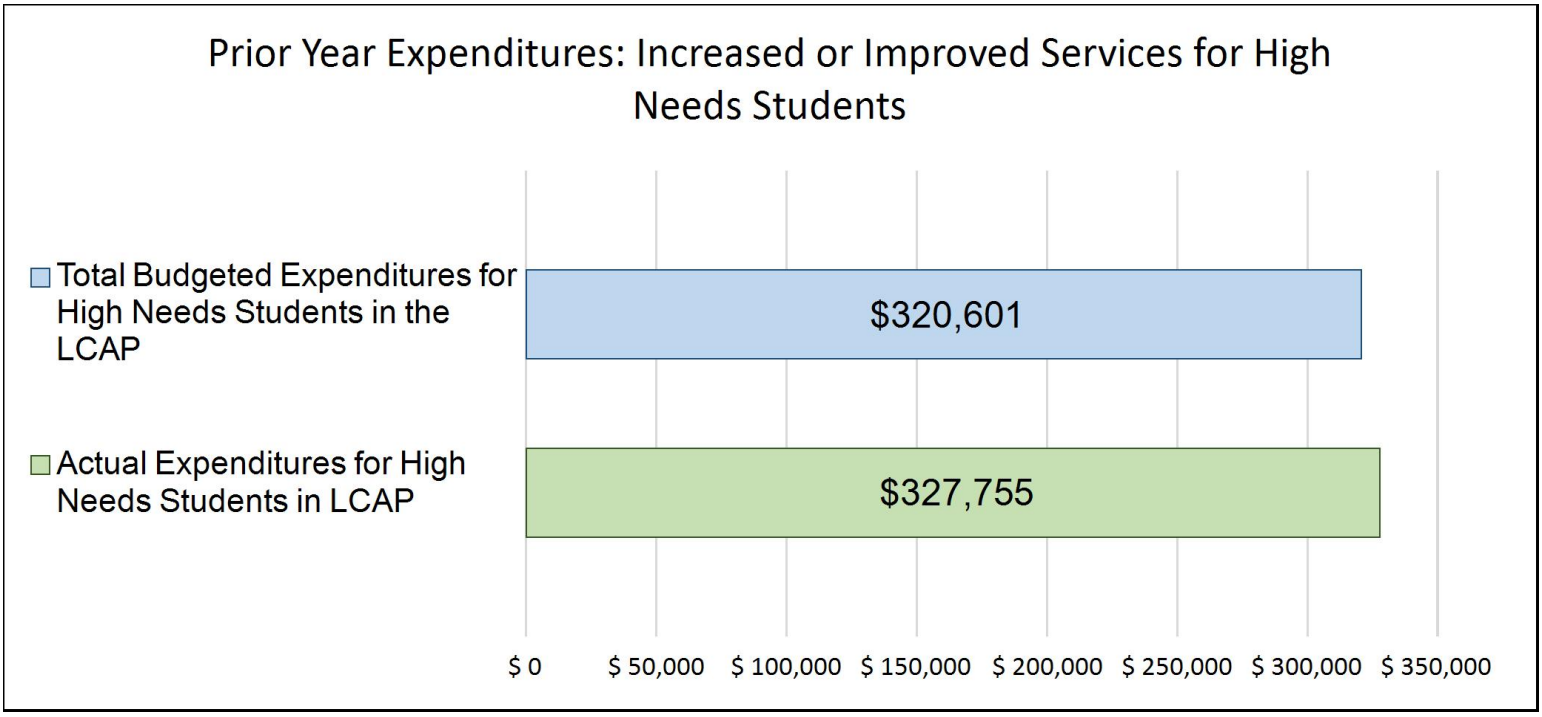
There are a significant amount of General Fund Budget Expenditures which are not related to the specific actions and services outlined in the LCAP. Many of these are related to general operation of the school, such as district oversight fees, insurance, marketing and communications, business services, administration costs, legal counsel, etc.

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Pivot Charter School Riverside is projecting it will receive $349,740 based on the enrollment of foster youth, English learner, and low-income students. Pivot Charter School Riverside must describe how it intends to increase or improve services for high needs students in the LCAP. Pivot Charter School Riverside plans to spend $426,637 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2024-25



This chart compares what Pivot Charter School Riverside budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Pivot Charter School Riverside 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, Pivot Charter School Riverside's LCAP budgeted $320,601 for planned actions to increase or improve services for high needs students. Pivot Charter School Riverside actually spent $327,755 for actions to increase or improve services for high needs students in 2024-25.

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
Pivot Charter School Riverside	Jayna Gaskell Executive Director	jgaskell@pivotcharter.org 530-636-4362

Plan Summary [2025-26]

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.

Pivot Charter School offers a personalized learning experience for students in grades K-12 seeking an alternative to traditional public school. We cater to a variety of students who thrive in a supportive environment, including those with busy schedules, needing to make up credits, facing health challenges, or seeking a fresh start.

- Relationships at the Core: We believe strong relationships are transformative. Our teachers hold high expectations while providing unwavering support, fostering a sense of belonging for every student. We celebrate individual strengths and create a safe space where students can overcome obstacles and build confidence.
- Building Skills for Life: We go beyond academics, developing essential skills for lifelong success. These include communication, critical thinking, problem-solving, adaptability, and social-emotional awareness. Through personalized learning plans and expert guidance, students achieve academic goals like course completion, daily engagement, and graduation.
- Pathways to the Future: Pivot prepares students for life beyond the classroom. We offer opportunities to connect with the community through service learning, career exploration programs, dual enrollment options, and real-world experiences.

At Pivot, every student is seen, valued, and empowered to reach their full potential. We are committed to building strong relationships, fostering essential skills, and guiding students toward academic success and a fulfilling future.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2022-2023 California School Dashboard (Dashboard) and local data allows us at Pivot to celebrate progress and identify areas for continued improvement.

ELA and Math
Pivot is working towards testing all eligible students in ELA and Math to reduce the number of minimum scores assigned to our students by improving communication around state testing, offering fun events on campus during testing week, and offering remote testing to eligible students. In addition, we are continuing our implementation of our internal diagnostic system to understand the ELA and Math needs of our students throughout the year. Pivot will also continue and expand the offerings of targeted remediation lessons integrated into grade-level courses, ensuring personalized learning pathways for all students to improve ELA and Math scores. Finally, Pivot is making adjustments to 11th grade course schedule creation to offer a third year of math and science to more students. A comprehensive needs assessment was conducted for the Learning Recovery Emergency Block Grant (LREBG) in March 2025. The needs assessment resulted in updates to LCAP actions which are targeted at supporting students in achieving mastery of grade level standards in ELA and Math.

2023: The LEA did not receive the lowest performance indicator (Very Low) on ELA (Low) or Math (Medium) on the 2023 Dashboard and had no student groups in the lowest performance level.
2024: Riverside: The LEA received the Orange indicator (Low) for ELA, as well as Math. ELA declined by 12.9 points. Math declined by 7.4 points. One student group was placed in the Yellow indicator group (medium) for both ELA and Math: Socioeconomically disadvantaged. ELA and Math performance is addressed in Actions 2.3 and 2.4 - LREBG

English Learner Growth
Pivot has successfully completed our first year of full implementation of our designated ELD program with a dedicated ELD instructor. We are committed to expanding our integrated ELD support to further enhance English learner growth and tracking of English Learner designated students throughout the school year.

In the 2024-2025 school year, Pivot has successfully completed our second year of full implementation of our designated ELD program with a dedicated ELD instructor.

2023: The LEA did not have enough students to receive a performance indicator.
2024: The LEA did not have enough students to receive a performance indicator.

Chronic Absenteeism
We saw promising results from our multi-pronged approach to reducing chronic absenteeism. Daily absence notifications, truancy letters, and our positive reinforcement program, Pivot P.R.I.D.E., all contributed to this improvement. The introduction of a write-in log in our parent and student portals for reporting offline activities further strengthens our attendance tracking efforts. We plan to continue expanding P.R.I.D.E. and communication strategies to improve attendance further.

In the 2024-2025 school year, the school began tracking chronic absenteeism more closely in K-8 students in the hopes to identify students in need of intervention and support.

2023: The LEA did receive the lowest performance indicator (Very High) on Chronic Absenteeism (Very High) and two subgroups received the lowest performance indicator: Hispanic and Socio-Economically Disadvantaged. (Addressed in Action 1.9.)
2024: Riverside: The LEA did receive the lowest performance indicator (Very High). (Addressed in Action 1.9.) One subgroup received an Orange indicator (Low); Socioeconomically Disadvantaged. One subgroup received Red (Very Low), the lowest performance indicator: Hispanic.

2023: The LEA did receive the lowest performance indicator (Very Low) on Graduation Rate (Very Low). There were no subgroups reported. (Addressed in Action 3.1)
2024: The LEA did not have enough students to receive a performance indicator. (50% of students graduated, a decline of 17.6%.)

2023: The LEA did receive the lowest performance indicator (Very Low) on CCI (Very Low) and two subgroups received the lowest performance indicator: Hispanic and Socio-economically Disadvantaged.
2024: The LEA did receive the lowest performance indicator (Very Low) on CCI (Very Low). No subgroups were reported. (0% of students were prepared, a decline of 3.2%)

We at Pivot are committed to continuous improvement and will use this data to guide our future efforts.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

N/A

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.

N/A

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

N/A

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

N/A

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:	Weekly staff meetings, surveys, District staff meetings
Principals:	Weekly leadership team meetings, surveys, District staff meetings, one-on-one leadership meetings
Administrators:	Weekly leadership team meetings, surveys, District staff meetings, one-on-one leadership meetings
Other school personnel:	Weekly group meetings with supervisor, surveys, District staff meetings
Parents:	Monthly family meetings with academic teams, parent square communication, surveys, Governing Board meetings, monthly “homerooms”
Students:	Surveys, monthly family meetings

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Students: Through the Pivot P.R.I.D.E. program and initiative, students responded to a Needs Assessment and Social Emotional Learning survey once in September and again in January with over 600 student responses on each survey. The feedback from this survey helped us to identify important areas of student need such as peer interaction and social skills, building resilience and tackling challenges, and building career and life skills. In response to these needs we are continuing to provide professional development around social emotional learning and trauma informed care as noted in Goal 1, Action 11 and Goal 2, Action 1 of the LCAP. Additionally, we will continue building Social Emotional Learning curriculum through Pivot P.R.I.D.E. including boosting efforts to integrate SEL into the core academic curriculum as noted in Goal 2, Action 1. Furthermore, we will continue developing and implementing programs to support students in building college and career skills as listed in Goal 3, Action 2.

Parents: On surveys, parents feeling that students were prepared for college and career was rated lower than other questions posed. For this reason, Pivot is focusing on improving our college and career preparedness indicators through a variety of measures (Goal 3, Action 2). In

24-25, Pivot has implemented a monthly “homeroom” for families, in an attempt to increase parent engagement and feedback. Pivot also created an asynchronous Family Training to collect feedback on the student onboarding process.

Teachers: The responses provided by teachers at the end of the Fall semester were used as foundational information for Pivot’s annual administrative planning meeting. In the survey, teachers stated that they wanted more support to address all student needs. For this reason, Pivot developed the Community Liaison position to support students, families, and teachers in finding community resources (Goal 1, Action 3). Teachers also stated that they wanted more support related to improving school attendance. This informed our action related to our Attendance Clerk position (Goal 1, Action 10). Teachers also stated that they valued and wanted more opportunities for professional development (Goal 1, Action 11).

Principals/Administrator: The Principals and Administrators, referred to as the Leadership Team at Pivot, meet weekly to discuss policy, program implementation and student performance and needs. Additionally, the Leadership Team meets for two strategic planning sessions each year, before school starts and in the spring. A significant amount of data, including the results of all surveys, are analyzed. Leadership determines where the school’s strengths lie, areas of weaknesses and potential opportunities that may exist to enhance the program. Improving attendance (Goal 1, Action 10) was developed and continues to be refined from these conversations about survey results and analyzing student performance. Additionally, in reviewing family and student feedback, Leadership felt strongly that the school would benefit from additional family outreach and support in the form of resources, workshops and engagement activities coordinated by a newly developed position of the Community Liaison (Goal 1, Action 3).

ATSI (Goal 1, Action 9): To address the subgroup of Hispanics that qualify under ATSI in 2024-2025, the Attendance Clerk will ensure that families are receiving daily communication regarding attendance in English and Spanish via text/email about absences. Student Study Teams will provide translators and the LEA will offer bus passes for those who can not afford to come to the site for the important meetings about attendance and truancy. Since last year, 2023-2024, the subgroup of socio-economically disadvantaged no longer qualifies for ATSI.

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Pivot Charter School will ensure all students have access to an equitable, safe, and caring independent study environment that fosters engagement, supports all learners, and builds strong relationships with students, families and the community.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 3: Parental Involvement (Engagement)
Priority 5: Pupil Engagement (Engagement)
Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

Pivot works to create an independent study environment that fosters engagement, supports all learners, and builds strong relationships with students, families, and the community. Additionally, Pivot strives for equity, ensuring all students have the resources and support they need to thrive. Pivot believes that students deserve to feel safe, respected, and cared for. Pivot strives to develop strong partnerships with the community, unlock valuable resources like guest speakers, mentors, and field trips, while also attracting new families. By ensuring an equitable environment, Pivot strives to provide all students with the same opportunities to succeed, regardless of background or learning style. This can be achieved through providing necessary resources, differentiated instruction, and removing barriers to learning. Pivot is also working to find more connections and partnerships in the community to provide meaningful learning opportunities for students, develop a wider network of resources to meet student needs, and transition students to pursuing their future college and career interests.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	"Local school climate survey: With educational partner input, select high-leverage questions/ratings for inclusion in the LCAP" local Priority 6	19.2% Response Rate 100% of parents/guardians are satisfied with the curriculum their student is utilizing at Pivot	19.2% Response Rate 100% of parents/guardians are satisfied with the curriculum their student is utilizing at Pivot		Increase the response rate by 10% each year to reach 40%	No difference

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		90.6% of parents/guardians think that their student's interactions with their school have helped them socially and emotionally 100% of parents/guardians found Pivot's Parent Square communications helpful 100% of parents/guardians agree that Pivot actively promotes their participation in giving feedback and decision making. 100% of parents/guardians surveyed were satisfied with Pivot overall	90.6% of parents/guardians think that their student's interactions with their school have helped them socially and emotionally 100% of parents/guardians found Pivot's Parent Square communications helpful 100% of parents/guardians agree that Pivot actively promotes their participation in giving feedback and decision making. 100% of parents/guardians surveyed were satisfied with Pivot overall			
1.2	Report Rating(s) for Local Indicator Priority 3 Self-Reflection Tool	Local Indicator Priority 3 Self-Reflection Tool:	Local Indicator Priority 3 Self-Reflection Tool:		Increase by the self-rating of building partnerships with	Parents/Guardians of All Students:

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Same as above, but disaggregated for parents of unduplicated pupils Same as above, but disaggregated for parents of students with exceptional needs (IEP/504 Plan students)	Parents/Guardians of All Students Building Relationships - Average 4.5 Building Partnerships - Average 3.75 Seeking Input for Decision-Making - Average 3 Parents/Guardians of Unduplicated Students Building Relationships - Average 4.25 Building Partnerships - Average 3.5 Seeking Input for Decision-Making - Average 2.75 Parents/Guardians of SPED/504 Students Building Relationships - Average 4.5 Building Partnerships - Average 4.5 Seeking Input for Decision-Making - Average 3.25	Parents/Guardians of All Students Building Relationships - Average 4.5 Building Partnerships - Average 4 Seeking Input for Decision-Making - Average 3 Parents/Guardians of Unduplicated Students Building Relationships - Average 4.25 Building Partnerships - Average 3.75 Seeking Input for Decision-Making - Average 2.75 Parents/Guardians of SPED/504 Students Building Relationships - Average 4.5 Building Partnerships - Average 4.5 Seeking Input for Decision-Making - Average 3.25		parents/guardians to above a 4. Increase seeking input for decision-making self-rating to above a 4.	Building Partnerships - increased to 4 Parents/Guardians of Unduplicated Students Building Partnerships - increased to 3.75

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.3	Safe, Clean Functional School Facilities - Number of facilities meeting "Good Repair" status (aligned with SARC-reported data)	There were 0 "Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies And Extreme Deficiencies)" as reported on 2023 CA School Dashboard	There were 0 "Instances Where Facilities Do Not Meet The "Good Repair" Standard (Including Deficiencies And Extreme Deficiencies)" as reported on 2024 CA School Dashboard.		Maintain 0 "Instances Where Facilities Do Not Meet The "Good Repair" Standard	Maintained
1.4	Access to Instructional Materials: Number or % of students without access to their own copies of standards-aligned instructional materials (including print and electronic) for use at school and at home (aligned with SARC-reported data)	There was 0 Percent Of Students Without Access To Their Own Copies Of Standards-Aligned Instructional Materials For Use At School And At Home as reported on 2023 CA School Dashboard	There was 0 Percent Of Students Without Access To Their Own Copies Of Standards-Aligned Instructional Materials For Use At School And At Home as reported on 2024 CA School Dashboard		Maintain 0 Percent Of Students Without Access To Their Own Copies Of Standards-Aligned Instructional Materials For Use At School And At Home	Maintained
1.5	P-1 and P-2 ADA (attendance)	2023-24 P-1 ADA: 142.67 Attendance %: 87.10% 2023-24 P-2 ADA: 144.09 Attendance %: 86.82%	2024-25 P-1 ADA: 157.34 Attendance %: 89.18% 2024-25 P-2 ADA: 155.47 Attendance %: 89.18%		Increase attendance by 2% each year to reach an attendance rate of 90%.	P1 ADA increased by 12.6 P1 Attendance % increased by 2.08% P2 ADA increased by 11.38 P2 Attendance % increased by 2.36%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.6	TK-8: Dashboard Chronic Absenteeism Rate (Status)	30.9% of students were chronically absent as reported on 2023 CA School Dashboard (K-8 students) 35.6% of Hispanic students were chronically absent 40.8% of socioeconomically disadvantaged students were chronically absent 21.7% of students with disabilities were chronically absent 61.1% of students were chronically absent as reported on DataQuest for 2022-23(all students)	34.1% of students were chronically absent as reported on 2024 CA School Dashboard (K-8 students) 41.5% of Hispanic students were chronically absent 32.7% of socioeconomically disadvantaged students were chronically absent 33.3% of students with disabilities were chronically absent 40.3% of students were chronically absent as reported on DataQuest for 2023-24 (all students)		Decrease the percentage of students K-8 who are chronically absent by 5% each year to reach 20%. Decrease by 8% for Hispanic students and SED students.	% of students who were chronically absent increased by 3.2% Hispanic students who were chronically absent increased by 5.9% % of socioeconomically disadvantaged students who were chronically absent decreased by 8.1% % of students with disabilities who were chronically absent increased by 11.6% % of K-12 students who were chronically absent as reported on DataQuest for 2023-24 decreased by 20.8%
1.7	Parent/Student response rates	2023-24 39 Posts in ParentSquare	2024-25 50 Posts in ParentSquare		Increase Family Interaction by 5% each year to reach 30%.	Increased Family Interaction by 2%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		99% Reach via App/Text/Email 100% Parent Engagement 16% Family Interaction (Likes/Comments)	97% Engagement/Reach 85 Direct Messages 18% Family Interaction (Likes/Comments)			
1.8	Number of trainings offered and percentage of staff participating in outside professional development opportunities	39 Staff Workshops 9 LEA-Wide Trainings 61% of staff participating in outside Professional Development	10 Pivotwide trainings 28 Workshops 38 Site Meetings 56% Participated in outside professional development		Maintain over 70% of staff participating in professional development.	% of staff participating in outside professional development decreased by 5%.

Goal Analysis [2024-25]

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.

Pivot has continued to work towards its goal to ensure all students have access to an equitable, safe, and caring independent study environment that fosters engagement, supports all learners, and builds strong relationships with students, families and the community. All actions in Goal 1 have been implemented, whether fully or partially. Actions 1.3 Community Liaison, 1.8 Translation Services, and 1.10 Professional Development have been partially implemented, with some refinements needed to ensure ongoing sustainability and effectiveness.

Pivot has continued to solidify its MTSS processes and structures, maintain safe and clean facilities, provide resources for socio-economically disadvantaged students, ensure access to instructional materials, manage technology and communication tools, and provide translation services. The local climate survey of parents showed overwhelming satisfaction with the Pivot model, which is a success for the 20242-2025 school year.

For the first time this year, Pivot has filled a Community Liaison position, which was a key success. This role has increased Pivot's access to community resources to better support our students. These efforts have resulted in more participation in community events and a wellness fair at each Pivot campus.

The attendance clerk continues to support efforts to improve attendance rates. Attendance rates continue to be a challenge, despite numerous efforts to improve this data. Pivot has begun to track chronic absenteeism in the K-8 grade range more closely in the 24-25 school year to develop more targeted support for students in this grade-range. Each year, Pivot has made modifications to how expectations are communicated to families and how students are supported to improve this metric and student learning. Another success in this area is that communication to families has increased dramatically, through the use of ParentSquare. We plan to expand the use of this tool in the 25-26 school year.

Finally, Pivot continues to work to grow staff's access and participation in professional development. This year, Pivot leadership completed 20 hours of training with Inquiring Minds, to develop emotional intelligence, leadership and managerial skills, and communication and conflict resolution. Pivot staff have expressed interest in more professional development on-site, which is an area to grow this program. Refinements are being planned to increase access to professional development opportunities and to encourage participation in professional development activities for all staff members, regardless of their position or work format.

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.

Action 1.5 Access to Instructional Materials had significantly more funds spent than originally planned, due to the need for student devices being greater than planned. Students increasingly report not having access to devices at home and rely heavily on devices loaned by the school to access online coursework and educational programs. Issues of obsolescence have also been at play, where some student devices that were purchased only two or three years ago are no longer able to support the most recent updates to software that is necessary for Pivot's educational programs.

Action 1.10 Professional Development saw an increase in expense, partially due to the availability of Educator Effectiveness Grant funds, but also due to an increased need for specialized training to equip instructional staff members with knowledge, skills, and resources to effectively address student needs.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Each current action is contributing to the overall goal. However, in the first year of this cycle, we have not seen all metrics improve.

Metrics that indicate effectiveness level of Goal 1 actions:

- Local Climate Survey: Our current goal is to increase participation in this metric by moving data collection to ParentSquare. With increased participation, we hope to have more meaningful data from families to drive decision making.

- Report Rating(s) for Local Indicator Priority 3 Self-Reflection Tool: This metric has remained strong and we plan to continue to focus on any gaps to improve upon.
- Safe, Clean Functional School Facilities: This metric remains strong.
- Access to Instructional Materials: This metric remains strong.
- P-1 and P-2 ADA (attendance): Pivot continues to use daily absences notifications (year 2) and truancy notifications (year 2) to improve attendance rates. Pivot is also focused on growing enrollment across all campuses.
- TK-8: Dashboard Chronic Absenteeism Rate (Status): In 24-25, Pivot has added an additional report and individualized monitoring for students within the Chronic Absenteeism indicator. We hope to see this improve the rate.
- Parent/Student response rates: This metric has improved and we hope to see increased engagement as a result.
- Number of trainings offered and percentage of staff participating in outside professional development opportunities: Pivot hopes to build out the professional development metric more by more explicitly connecting staff members to areas of interest.

Goal 1, Action 1: MTSS is going well and we believe this action is effective in supporting students. Teachers and staff are appreciative of the continuously improving structure and process.

Goal 1, Action 2: Pivot's facilities are being utilized effectively for in-person activities. Students are engaging in on-site courses, clubs, academic testing, field trips, and other community-building activities.

Goal 1, Action 3: The Community Liaison is a new position, and it may take some time for its impact to be seen in the associated metrics. The initial launch of this position occurred smoothly and at this point it is expected that we will see increases in engagement and family access to resources. Some new initiatives and partnerships have already begun as a result of this new position.

Goal 1, Action 4: Pivot maintains a stock of bus passes for students who can benefit from transportation assistance to/from their in-person educational activities through Pivot. Pivot maintains a stocked supply of meals available to students as well as hygiene supplies in the restrooms and at the front desk. These supports have been effective in promoting attendance at site-based activities and events, and have ensured that students' basic needs such as nutrition and cleanliness are met prior to engaging in school activities on site. These supports are especially helpful for students experiencing economic difficulties or food insecurity.

Goal 1, Action 5 & 6: We have been purchasing student equipment and materials regularly and in response to need. We believe this action is serving students effectively. Pivot's Systems & Technology Coordinator ensures sufficient devices are available to all students who need them, identifies and disposes of old technology, tags and catalogs all Pivot technology equipment, manages the security of school devices, and trains staff on phishing and general cybersecurity.

Goal 1, Action 7 & 8: Pivot staff have been trained in Pivot's additional communication tools and utilize them regularly. Additional changes have been made to promote secure communication via school approved modalities, and to reduce the storage of school communication data on personal devices or apps. We will continue to expand the use of translation services available related to family communication, and we strive to hire more staff members who are fluent in other languages such as Spanish to ensure seamless communication with families.

Goal 1, Action 10: Professional development offerings have remained strong, and participants report that they benefit greatly from these opportunities. However, not all staff members participate in outside professional development opportunities, so the effectiveness of this

action has not been consistent across all employees.

Goal 1, Action 9: The hiring and utilization of the Attendance Clerk, as well as other attendance efforts, had seemingly aided in improving attendance outcomes for students in 2023-24, and 2024-25 saw sustained improvement in overall attendance rates. Chronic absenteeism has remained high, and despite some fluctuations remains a pressing issue.

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 the analysis of prior practices and the need to address ineffective actions, several changes to the metrics are warranted for the coming year.

Changes to Metrics and Data Collection:

- Metric 1.1: Next year, we plan to send the parent survey earlier in the year to collect more data.
- Metric 1.4: Next year, Pivot plans to expand the use new chronic absenteeism report for K-8 to target individual students for support
- Metric 1.7 (Parent Involvement): Next year, Pivot plans to move all staff to utilizing ParentSquare for family communication, in order to better track family engagement.
- Metric 1.8: Pivot plans to utilize a new teacher support structure (EC support plan) to connect all teachers to professional development opportunities.

Changes to Actions and how they are implemented:

- Goal 1, Action 9: School staff will expand and improve the use of Parent Square for attendance related communication.
- Goal 1, Action 10: Leadership is developing new structures to ensure all supervisors discuss and develop professional development plans with the employees they supervise. We believe this will increase participation in meaningful learning opportunities.

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
1.1	MTSS	Pivot will continue to improve its Multi-Tiered System of Support through ongoing implementation of Tier 1, 2 and 3 supports to improve outcomes for all students in the Academic, Behavioral and Social-Emotional Domains. This will include ongoing teacher training and support in	$48,555.00	No

Action #	Title	Description	Total Funds	Contributing
		instructional practices as well as facilitating collaboration among Student Support Teams. This action is funded by Federal Title I funds. Costs associated with this action will be funded by Federal Title I funds first, and by LCFF funds after all Title I funds have been exhausted.		
1.2	Safe and Clean Facilities	Pivot will continue to value its hybrid educational setting to create a vibrant school community. We will achieve this by providing extensive in-person opportunities at our school site alongside our online curriculum. These opportunities will encompass direct instruction, academic support, counseling, enrichment, special education services and assessments, and activities that foster culture, community building, and peer socialization. This approach recognizes the value of participation in a physical school environment for a well-rounded educational experience. To further support our students, our physical location will function as a resource center, providing on-site support including healthy meals, essential classroom supplies, books, sanitary supplies, technology devices and accessories, and information about available community resources.	$141,571.00	No
1.3	Community Liaison	Pivot Charter School recognizes the power of strong community partnerships. We believe these partnerships not only provide valuable resources for student growth and learning, but also offer support systems for our families. Understanding that families themselves are often seeking resources within the community, Pivot will be taking a proactive approach. We'll be establishing a dedicated community liaison, tasked with identifying these resources, connecting students with local support organizations, and fostering a stronger collaborative spirit between our school, families, and the neighborhoods we serve.	$21,592.00	No

Action #	Title	Description	Total Funds	Contributing
1.4	Resources for Socio-economically disadvantaged students	Bus Passes: Pivot will provide bus passes to socioeconomically disadvantaged students, as well as to other students in need, to ensure they have equal access to site based programs at the resource center. Student Meals: Pivot will provide student meals and snacks to socioeconomically disadvantaged students, as well as to other students in need who attend the resource center, to ensure they have equal access to adequate nutrition. Hygiene Supplies: Pivot will provide supplies at the resource center to ensure socioeconomically disadvantaged students and other students in need can maintain their basic hygiene.	$2,800.00	Yes
1.5	Access to instructional materials	Pivot, a charter school, is committed to providing all students with the tools they need to succeed in our hybrid learning program by purchasing, distributing, and managing additional equipment and materials to loan to students. This includes Chromebooks, WiFi devices, headsets, books, textbooks, etc. This will ensure equitable access to our online curriculum and virtual offerings, empowering all students to participate fully in the Pivot learning experience.	$34,957.00	No
1.6	Technology Management	Employ a Technology Coordinator to manage equipment and resources for students, to help close the “digital divide” and to ensure all students have equitable access to technological tools, regardless of background or socioeconomic status. This position also includes monitoring student devices and settings to ensure safe usage and effective cybersecurity. The individual employed in this position will facilitate an audit of system and device settings, and coordinate action to remedy any areas of concern.	$13,365.00	No
1.7	Communication Tools	Utilize communication tools, including social media and the school’s Student Information System, to increase parent/family engagement, build	$2,719.00	No

Action #	Title	Description	Total Funds	Contributing
		community, and facilitate stakeholder input. Communicate with caregivers frequently about school events, student attendance and SEL/other resources to support students at home. Utilize robust tools which securely streamline communication and increase interaction with students and families across multiple modalities such as phone, text/SMS, email, and apps. Work with families to ensure they receive support in using these tools and their features.		
1.8	Translation Services	n an effort to provide equal access to Pivot Charter School and its programs for all members of the local community, especially English Learners, professional translation services will be utilized for marketing materials, enrollment/registration forms, and other important documents that will be sent to families. Translation services will also be provided over the phone and in person for important meetings with students and parents/guardians. This action is being used to improve attendance under our ATSI plan for the affected subgroup of Hispanic students.	$4,000.00	Yes
1.9	Attendance Improvement Plan including Attendance Clerk	Pivot strives to create a stimulating learning environment that fosters high student engagement and leads to strong academic achievement. Pivot is implementing an Attendance Improvement Plan, which includes daily absence notifications, responsive tiered reengagement plans, and the celebration of excellence or improvement in attendance. Pivot will employ a dedicated Attendance Clerk that focuses on both increasing the school attendance rate and reducing the school's Chronic Absenteeism by communicating with families regarding opportunities for engagement in the school community and educational activities. The clerk will communicate to students and families regarding attendance achievements and accrued absences. This role will also support in coordinating with school staff to improve school attendance and promoting positive engagement in academic programs.	$13,352.00	No

Action #	Title	Description	Total Funds	Contributing
		This action is funded by Federal Title I funds. Costs associated with this action will be funded by Federal Title I funds first, and by LCFF funds after all Title I funds have been exhausted. This action is also targeted to improve attendance for Hispanic and Socio-economically Disadvantaged students under our ATSI plan. To address the subgroups that qualify under ATSI, the Attendance Clerk will ensure that families are receiving daily communication regarding attendance in English and Spanish via text/email about absences. Student Study Teams will provide translators and the LEA will offer bus passes for those who can not afford to come to the site for the important meetings about attendance and truancy.		
1.10	Professional Development	Professional development will be provided for teachers and staff in a broad range of content areas such as instructional pedagogy, social emotional learning, supporting students with special needs, restorative practices, and trauma-informed care. Staff members will also be supported in course work to expand their credentials, certifications, and licenses.	$6,953.00	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	Pivot aims to empower lifelong learners by building academic proficiency through culturally responsive academic programs, fostering independent study skills (including executive function and social-emotional skills), and promoting critical thinking and self-advocacy.	Broad Goal

State Priorities addressed by this goal.

Priority 1: Basic (Conditions of Learning)
Priority 2: State Standards (Conditions of Learning)
Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 5: Pupil Engagement (Engagement)
Priority 7: Course Access (Conditions of Learning)

An explanation of why the LEA has developed this goal.

Pivot seeks to meet each learner where they are academically and build upon their strengths and skills to build proficiency in core academic skills, like reading and mathematics. The ability to learn independently is crucial in a rapidly evolving world. The tools necessary for success in independent study are many of the same abilities that will lead to success after high school. These include executive functioning skills like time management, organization, and planning, which are essential for tackling complex tasks and navigating challenges. By fostering this skillset, Pivot equips students to adapt and keep acquiring new knowledge throughout their lives, regardless of their chosen field. Pivot also seeks to build the social and emotional skills necessary for success in independent study and life after high school. Skills like critical thinking and self-advocacy are qualities that empower students to thrive in different environments and help students take charge of their education. Social-emotional skills like communication, collaboration, empathy, and emotional regulation are equally important for finding success in independent study, as well as navigating relationships, working effectively in teams, and building a fulfilling life.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	SEL Survey	76.92% of students feel successful at Pivot. 73.5% of students feel included at Pivot.	Fall: 82.84% of students feel successful at Pivot.		90% of students feel included at Pivot. 80% of students feel that teachers	Fall: Increased the % of students who feel successful by 5.92%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		64.96% of students feel that teachers or other adults at Pivot understand them. 70.94% of students know how to manage emotions like stress, anxiety, and overwhelm. 50.43% of students have another student/peer that they can talk to or connect with.	77.61% of students feel included at Pivot. 64.18% of students feel that teachers or other adults at Pivot understand them. 64.42% of students know how to manage emotions like stress, anxiety, and overwhelm 40.3% of students have another student/peer that they can talk to or connect with. Spring: 80.53% of students feel successful at Pivot. 76.99% of students feel included at Pivot. 69.91% of students feel that teachers or other adults at Pivot understand them. 76.99% of students know how to manage emotions like		or other adults at Pivot know or understand them. 85% of students know how to manage feelings like stress, overwhelm and anxiety. 70% of students feel connected to a peer.	Increased the % of students who feel included at Pivot by 4.11% Decreased the % of students who feel that teachers or other adults at Pivot understand them by 0.78% Decreased the % of students who know how to manage emotions like stress, anxiety, and overwhelm by 6.52% Decreased the % of students who have another student/peer that they can talk to or connect by 10.13%. Spring: Increased the % of students who feel successful by 3.61% Increased the % of students who feel

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			stress, anxiety, and overwhelm 53.10% of students have another student/peer that they can talk to or connect with.			included at Pivot by 3.49% Increased the % of students who feel that teachers or other adults at Pivot understand them by 4.95% Increased % of students know how to manage emotions like stress, anxiety, and overwhelm by 6.05% Increased the % of students have another student/peer that they can talk to or connect by 2.67%.
2.2	Dashboard Suspension and Expulsion Rate (Status)	0% of students were suspended at least once as reported on 2023 CA School Dashboard 0% of English Learners were suspended at least once	"0% of students were suspended at least once as reported on 2024 CA School Dashboard 0% of English Learners were suspended at least once		Maintain less than 1% suspension rate and less than 0.5% expulsion rate	Maintained

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		0% of Homeless youth were suspended at least once 0% of socioeconomically disadvantaged students were suspended at least once 0% of students with disabilities were suspended at least once 0% of Hispanic students were suspended at least once	0% of Homeless youth were suspended at least once 0% of socioeconomically disadvantaged students were suspended at least once 0% of students with disabilities were suspended at least once 0% of Hispanic students were suspended at least once"			
2.3	Appropriately Assigned Teachers - Percentage of "Clear" FTE as measured on the Teacher Assignment Monitoring Outcomes report Appropriately assigned teachers (Local indicator & TAMO)	0 misassignment determinations 66.9% Clear FTE as measured on the Teacher Assignment Monitoring Outcomes report	0 misassignment determinations 79.2% Clear FTE as measured on the Teacher Assignment Monitoring Outcomes report		0 misassignments Increase the percentage of Clear FTE on the Teacher Assignment Monitoring Outcomes report until we reach 85%.	Maintained misassignment determinations % of clear FTE increased by 12.3%
2.4	Broad Course of Study	2023-24 Course Enrollments	2024-25 Enrollments		Increase the number of	All Students Advanced Math:

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	Course enrollment for identified courses	English 77.93% History/Social Studies 71.72% Mathematics 73.10% Physical Education 62.76% Science 66.21% Electives 82.76% Community Service 53.10% CTE 4.42% VAPA 17.70% World Language 16.81% AP Classes 0% Advanced Math 6.36% Advanced Science 0% College/Dual Enrollment 3.64% Unduplicated: English 79.05% History/Social Studies 72.38% Mathematics 72.38% Physical Education 60.95% Science 66.67% Electives 81.90% Community Service 54.32% CTE 6.17% VAPA 18.52% World Language 18.52% AP Classes 0.00%	English 90.53% History/Social Studies 78.68% Mathematics 80.53% Physical Education 62.11% Science 75.26% Electives 82.63% Community Service 91.91% CTE 2.31% VAPA 28.32% World Language 57.80% AP Classes 2.31% Advanced Math 10.40% Advanced Science 0.58% College/Dual Enrollment 8.09% Unduplicated: English 87.35% History/Social Studies 76.33% Mathematics 82.04% Physical Education 61.63% Science 74.29% Electives 80.41% Community Service 93.38% CTE 3.24%		students in advanced math class by 3% each year to reach 15%. Increase the number of students in advanced science class by 3% each year to reach 9%.	increased by 4.04% Unduplicated Students Advanced Math: decreased by 3.41% Special Education / 504 Advanced Math: decreased by 0.54% All Students Advanced Science: increased by 0.58% Unduplicated Students Advanced Science: maintained at 0% Special Education / 504 Advanced Science: increased by 1.75%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Advanced Math 8.82% Advanced Science 0% College/Dual Enrollment 2.94% Special Education / 504 English 75.61% History/Social Studies 70.73% Mathematics 68.29% Physical Education 58.54% Science 60.98% Electives 62.26% Community Service 59.26% CTE 3.70% VAPA 14.81% World Language 11.11% AP Classes 0% Advanced Math 6.25% Advanced Science 0% College/Dual Enrollment 3.13%	VAPA 25.95% World Language 70.27% AP Classes 4.32% Advanced Math 5.41% Advanced Science 0.00% College/Dual Enrollment 5.41% Special Education / 504: English 86.46% History/Social Studies 72.92% Mathematics 73.96% Physical Education 48.96% Science 75.00% Electives 77.08% Community Service 80.70% CTE 1.75% VAPA 22.81% World Language 45.61% AP Classes 3.51% Advanced Math 5.71% Advanced Science 1.75% College/Dual Enrollment 8.77%			

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.5	Implementation of Academic Content Standards - Report Rating(s) for Local Indicator Priority 2 Self-Reflection Tool	Professional Development: Average 3.6 self-rating Instructional Materials: Average 4.4 self-rating Policy & Program Support: Average 3.6 self-rating Implementation of Standards: Average 4.0 self-rating Engagement of School Leadership: Average 4.0 self-rating Average 3.7 self-rating on ELD sections of Implementation of Academic Standards Local Indicator on 2023 CA School	Professional Development: Average 3.8 self-rating Instructional Materials: Average 4.4 self-rating Policy & Program Support: Average 4.4 self-rating Implementation of Standards: Average 4.0 self-rating Engagement of School Leadership: Average 4.0 self-rating ELD sections of Implementation of Academic Standards: Average 4.0 self-rating		Increase professional development and policy & program self-rating to above a 4.	Professional Development: Average Increased by 0.2 Policy & Program Support: Average increased by 0.8, exceeded desired outcome.
2.6	CA School Dashboard English/Language Arts (ELA) and Mathematics Academic Indicator: Distance from Standard (DFS)	2023 CA Dashboard Distance From Standard ELA - 13.6 From Standard	2024 CA Dashboard Distance From Standard ELA - 26.5 From Standard		Decrease the distance from standard on ELA by 5 points to reach +1 above standard.	Distance From Standard ELA - decreased 12.9 points

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Math - 76.6 From Standard	Math - 84 From Standard		Decrease the distance from standard on Math by 10 points to reach -36 from standard.	Math - decreased 7.4 points
2.7	Dashboard Indicators for Unduplicated Pupils: Socio-economically disadvantaged students & English Learners (compare to whole population and look for gaps)	2023 CA Dashboard Academic Performance Indicators English Learners: Math - [Less than 11 Students] ELA - [Less than 11 Students] Socio Economic Disadvantaged: Math - 111.5 From Standard ELA - 51.4 From Standard Students with Disabilities: Math - 5.3.8 From Standard ELA - 37.7 From Standard	2024 CA Dashboard Academic Performance Indicators English Learners: Math - [Less than 11 Students] ELA - [Less than 11 Students] Socioeconomically Disadvantaged: Math - 111.5 From Standard ELA - 10.5 From Standard Students with Disabilities: Math -91.4 From Standard ELA - 51.5 From Standard		Decrease the distance from standard on ELA by 10 points for each subgroup. Decrease the distance from standard on Math by 20 points for each subgroup.	English Learners: Math - In/Decreased [Less than 11 Students] ELA - In/Decreased [Less than 11 Students] Socioeconomically Disadvantaged: Math - maintained ELA - increased 40.9 Students with Disabilities: Math - decreased 37.7 ELA - decreased 13.8
2.8	i-Ready diagnostic growth	i-Ready Reading Diagnostic 1:	i-Ready Reading Diagnostic 1:		Decrease the number of students 2 or more	Diagnostic 1: The number of students 2 or more

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		45.25% - 2 Or More Grade Levels Below 19.55% - 1 Grade Level Below 35.75% - On or Above Grade Level i-Ready Reading Diagnostic 2: 35.59% - 2 Or More Grade Levels Below 25.42% - 1 Grade Level Below 39.55% - On or Above Grade Level i-Ready Reading Diagnostic 3: 2 Or More Grade Levels Below 33.81% 1 Grade Level Below 17.99 On or Above Grade Level 48.92 i-Ready Math Diagnostic 1: 53.41% - 2 Or More Grade Levels Below 16.48% - 1 Grade Level Below 30.68% - On or Above Grade Level i-Ready Math Diagnostic 2:	46.11% - 2 Or More Grade Levels Below 16.11% - 1 Grade Level Below 37.78% On or Above Grade Level i-Ready Reading Diagnostic 2: 35.00% - 2 Or More Grade Levels Below 18.13% - 1 Grade Level Below 46.88% On or Above Grade Level i-Ready Reading i-Ready Reading Diagnostic 3: [Data will be available in the next LCAP Update] i-Ready Math Diagnostic 1: 57.14% - .2 Or More Grade Levels Below 16.48% - 1 Grade Level Below		grade levels below in Reading to less than 25%. Decrease the number of students 2 or more grade levels below in Math to less than 30%.	grade levels below in Reading increased by 0.86% The number of students 2 or more grade levels below in Math increased by 3.73% Diagnostic 2: The number of students 2 or more grade levels below in Reading decreased by 0.75% The number of students 2 or more grade levels below in Math decreased by 7.92% Diagnostic 3: [Data will be available in the next LCAP Update]

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		47.43% - 2 Or More Grade Levels Below 17.71% - 1 Grade Level Below 35.43% - On or Above Grade Level i-Ready Math Diagnostic 3: 32.84% - 2 Or More Grade Levels Below 15.67% - 1 Grade Level Below 52.24% - On or Above Grade Level	26.37% - On or Above Grade Level i-Ready Math Diagnostic 2: 39.51% - 2 Or More Grade Levels Below 16.67% - 1 Grade Level Below 26.37% On or Above Grade Level i-Ready Math Diagnostic 3: [Data will be available in the next LCAP Update]			
2.9	EL Access to CA Standards including ELD standards - Report Rating(s) for ELD within the Local Indicator Self-Reflection Tool	Progress toward English Learner Access to English Language Development Aligned to English Language Arts Standards: Professional Development: 3 out of 5 self-rating Instructional Materials: 4 out of 5 self-rating	Progress toward English Learner Access to English Language Development Aligned to English Language Arts Standards: Professional Development: 4 out of 5 self-rating		Increase Professional development and Policy & Program to above 4 on self-rating.	Professional Development: Increased to 4 Policy & Program Support: Increased to 4.4

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		Policy & Program Support: 3 out of 5 self-rating	Instructional Materials: 4 out of 5 self-rating Policy & Program Support: 4 out of 5 self-rating			
2.10	CA School Dashboard English Learner Progress Indicator (Status)	Less than 11 students - no data	Less than 11 students - no data		Less than 11 students - cannot set target.	No Change
2.11	English Learner Reclassification Rate	0% of English learners reclassified during the 2022-23 school year, as calculated based on local data in CALPADS and SIS	18.2% of English learners reclassified during the 2023-24 school year, as calculated based on local data in CALPADS and SIS		Increase reclassification rate by 5% each year to reach a English Learner Reclassification Rate of 15%	Increased by 18.2%

Goal Analysis [2024-25]

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.

Pivot has continued to empower lifelong learners by building academic proficiency through culturally responsive academic programs, fostering independent study skills (including executive function and social-emotional skills), and promoting critical thinking and self-advocacy. All actions in Goal 2 have been implemented, whether fully or partially. Actions 2.1 Social Emotional Learning and 2.2 Increasing the Impact of Highly Qualified Teachers have been partially implemented, with some refinements needed to ensure ongoing sustainability and effectiveness.

The integration of Social-Emotional Learning (SEL) discussions into the curriculum and the fostering of peer connections among on-site students have yielded positive outcomes, as reflected in the student surveys.

Pivot continues to work to see growth on student's academic results in ELA and Math on state testing. Increasing participation continues to be an important effort. The continued use of i-Ready for data collection and initiatives from the Intervention Specialist have been impactful. However, we have not yet seen consistent increases in test scores, which is a challenge we continue to face.

One success can be seen with our English Learners, who met reclassification metric target outcomes last school year.

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.

Action 2.7 saw actual expenditures come in higher than planned because staffing levels were increased to meet student needs.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Each current action is contributing to the overall goal. However, in the first year of this cycle, we have not seen all metrics improve.

Goal 2, Action 1: Social Emotional Learning (SEL) has had some positive results as far as effectiveness go. Pivot is dedicated to continuing to increase a sense of belonging for our students and larger school community, as measured by the SEL Survey. In addition, in order to maintain a low suspension and expulsion rate, we hope to develop a more comprehensive behavior plan during Summer 2025 to support this effort.

Goal 2, Action 2 and 3: Efforts under this action have been effective from the standpoint of hiring qualified teachers, recording and reporting teacher information correctly, and providing academic opportunities for students. The school also plans to continue to build rigorous course schedules for students to ensure a broad course of study and continue to increase advanced math and science classes. We believe that this will also lead to improved scores on CAASPP testing. i-Ready testing will continue to help us to monitor which students need more support, through our intervention program.

Goal 2, Action 4: This action has had mixed results in terms of effectiveness, as evidenced by ELA and Math scores as well as i-Ready benchmark scores. Due to the nature of Pivot’s educational programs, reading is a key area of focus that influences students’ ability to succeed in all subjects, so more focus is being placed on reading for the 2025-26 school year.

Goal 2, Action 5 and 6: Targeted programs for unduplicated pupils have not proved to be substantially effective yet, as evidenced by mixed results on ELA and Math scores as well as i-Ready benchmark scores. We are planning refinements to the oversight and implementation of these actions that are intended to improve the effectiveness of these actions.

Goal 2, Action 7, 8, and 9: Results indicate these actions are effective and having a positive impact on English Learners. Pivot will continue to support English Learners, and the improvement in EL reclassifications demonstrates the effectiveness of targeted support strategies for English learners. These actions have yielded significant positive results, indicating a strong correlation between the implemented strategies and the desired outcome.

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 the analysis of prior practices and the need to address ineffective actions, the following changes will be made to the actions in this goal.

Changes to Actions:

- Action 2.1: Behavior intervention strategies will be planned and implemented for the 2025-26 year.
- Action 2.4: Intervention Specialist will be renamed as Reading Intervention Specialist. This role will shift focus more towards closing gaps in reading and less in the area of math.
- Action 2.5 and 2.6: Further refinements will be implemented to targeted support programs for unduplicated pupils. Teachers whose positions are dedicated to serving and supporting these students will receive more training as well as ongoing support in implementing best practices to maximize student engagement and academic progress.

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
2.1	Social Emotional Learning	The school-wide initiative Pivot P.R.I.D.E. includes a Social Emotional Learning program for K-12 students with weekly deliverable lessons that target the five Social Emotional Learning competencies, monthly school wide events based on building culture and community, as well as specific parent/caregiver interventions and resources. We will continue developing and offering training around integrated SEL instructional practices into the core content offerings and programs, including K-12 core curriculum. We will expand resources, including small group counseling workshops, and teacher training aimed at reducing social and emotional barriers to learning.	$20,256.00	No
2.2	Increasing the Impact of Highly Qualified Teachers	Pivot is committed to providing a broad course of study to all students and promoting engagement among students and credentialed staff. All courses are overseen by credentialed teachers. Teachers will be assigned to courses based on their credential area whenever possible. The Director of Curriculum Instruction, and Assessment, Director of Human Resources,	$9,223.00	No

Action #	Title	Description	Total Funds	Contributing
		and Data Coordinator work together on assigning teachers appropriately in order to reduce the number of Local Assignment Options needed for teachers who are assigned to courses outside of their credential area. This collaboration will ensure an increase in the percentage of “clear” assignments on the LEA’s Teacher Assignment Monitoring and Outcome data on DataQuest. In addition, Pivot is working to create a teacher support plan to improve instructional practices and provide high quality learning experiences for students.		
2.3	ELA and Math Achievement Supports	Pivot will continue to utilize benchmark assessment tools which facilitate specific instructional plans to address gaps in skills and knowledge. Pivot will utilize the personalized instruction resulting from the benchmark tool to support students in building ELA and Math skills. Pivot will also use results from the benchmark to develop academic plans to support students using targeted intervention programs, adjustments in the students course offerings, and utilizing supplemental criteria. This action is funded by LREBG funds. Costs associated with this action will be funded by LREBG funds first, and by LCFF funds after all LREBG funds have been exhausted. Metrics 2.6, 2.7, and 2.8 will be used to evaluate the effectiveness of this action.	$5,975.00	No
2.4	Reading Intervention Specialist (formerly Intervention Specialist)	This action has been changed from the previous year. The former action was titled Intervention Specialist and focused on both reading and math. However, due to the comprehensive needs assessment conducted for the Learning Recovery Emergency Block Grant (LREBG), it has been determined that reading is a significantly more pressing need at this time which should be specifically targeted. The Reading Intervention Specialist will provide targeted support in reading for students in grades 2-8 who are identified through multiple measures as below grade-level in reading. The Reading Intervention Specialist will utilize reading assessments and intervention curriculum to strategically	$15,907.00	No

Action #	Title	Description	Total Funds	Contributing
		group students and meet with them on a weekly basis to build reading skills and proficiencies. This action is funded by LREBG funds. Costs associated with this action will be funded by LREBG funds first, and by LCFF funds after all LREBG funds have been exhausted. Metrics 2.6, 2.7, and 2.8 will be used to evaluate the effectiveness of this action.		
2.5	Oversight of Academic Programs for Unduplicated Pupils	The Director of Curriculum, Instruction, and Assessment will oversee academic programs for unduplicated pupils. These include the awarding of appropriate partial credits for qualifying students such as foster and highly mobile youth, development and implementation of English Learner curriculum, revision of EL classification and reclassification policies, ELPAC testing, etc. Site Administrators will oversee the efforts of designated teaching staff who are assigned to support unduplicated pupils.	$60,148.00	Yes
2.6	Targeted Support for Unduplicated Pupils	Designated teaching staff will be employed to work specifically with unduplicated pupils including foster and homeless youth and low income students. Teachers and administrators work together to ensure unduplicated pupils' learning plans include additional support. This includes evaluation of device and connectivity needs, translation needs for parents/guardians, ensuring students have access to a satisfactory location from which to engage in school work, etc. In order to remove barriers to student success, teachers will provide additional assistance to unduplicated pupils including academic counseling, credit recovery guidance, and expanded opportunities for direct instruction.	$270,801.00	Yes
2.7	Educational Coordinator for English Learners	Designated teaching staff will be employed to work specifically with English Learners. Teachers and administrators work together to ensure unduplicated pupils' learning plans include additional support for all applicable curricular areas. This includes evaluation of translation needs	$71,813.00	Yes

Action #	Title	Description	Total Funds	Contributing
		and identification of additional curricular supports to facilitate English Language acquisition		
2.8	English Language Development Teacher	An English Language Development (ELD) teacher will work directly with English Learners (multilingual learners) to provide designated ELD instruction. The ELD teacher will work with school leaders to ensure ELD programs and instruction address the needs of all English Learners including Long Term English Learners. Additionally the ELD teacher will continue building integrated supports to help multilingual learners find success in core curriculum courses such as English, math, science and history. The ELD teacher will also provide professional development to support teachers in utilizing these supports.	$16,995.00	Yes
2.9	EL Curriculum	English Learner curriculum will be implemented in order to provide designated English Language Development (ELD) instruction. Pivot uses a strong research-based ELD curriculum which will continue to be refined by our ELD teacher and utilized for multilingual learners in all grades. This curriculum is designed particularly to meet the needs of Long-Term English Learners. ELD Level 1 curriculum for newcomer students will continue to be developed and refined by Pivot's ELD teacher.	$80.00	Yes

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	Pivot Charter School will prepare students for life after high school by providing pathways that facilitate the pursuit of higher education or a chosen career path.	Broad Goal

State Priorities addressed by this goal.

Priority 4: Pupil Achievement (Pupil Outcomes)
Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

By providing clear pathways, Pivot strives to help students develop a vision for their future and acquire the academic skills needed to achieve it. This can lead to higher graduation rates, college acceptance rates, and job placement success after graduation. Pivot is continuing to strengthen relationships within the community to support students, including our local community colleges. We hope to connect students to college courses and resources to begin to reach college or career goals, while in high school. Pivot believes that students in independent study are uniquely prepared to take and succeed in college level courses.

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Dashboard College/Career Indicator (Status)	Percentage of students identified as ""prepared"" for college/career as reported on 2023 CA School Dashboard: 3.2% of all high school graduates 4.2% of socioeconomically disadvantaged high school graduates - less than 11 students	Percentage of students identified as "prepared" for college/career as reported on 2024 CA School Dashboard: 0% of all high school graduates 0% of socioeconomically disadvantaged high school		Increase the number of students who are college/career prepared by 3% to 12%	% of all High School Graduates decreased by 3.2% % of Socioeconomically Disadvantaged High School Graduates decreased by 4.2%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			graduates - declined 4.2%			
3.2	Met UC/CSU Requirements - Dashboard Additional Reports	8.8% met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass), as reported on 2023 CA School Dashboard	3.8% met the University of California (UC) or California State University (CSU) a-g criteria with a grade of C or better (or Pass), as reported on 2024 CA School Dashboard		Increase the number of students meeting A-G requirements by 3% each year to 9%	The number of students meeting A-G requirements decreased by 5%
3.3	Completed at Least One Career Technical Education (CTE) Pathway - Dashboard Additional Reports	0% completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course, as reported on 2023 CA School Dashboard	0% completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course, as reported on 2024 CA School Dashboard		All sites: Increase the number of students completing a CTE pathway by 3% each year to reach 9%	No change
3.4	Met UC/CSU Requirements AND Completed at Least One CTE Pathway - Dashboard Additional Reports	0% met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course, as reported on 2023 CA School Dashboard	0% met the UC or CSU a-g criteria with a grade of C or better (or Pass) AND completed at least one CTE Pathway with a grade of C- or better (or Pass) in the capstone course, as reported on 2024		Increase the number of students meeting A-G requirements and completing a CTE pathway by 3% each year to reach 9%	No change

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			CA School Dashboard			
3.5	Percentage of students completing AP exams with a score of 3 or higher (local calculation)	0% scored 3 or higher on at least two Advanced Placement exams, as reported on 2023 CA School Dashboard	0% scored 3 or higher on at least two Advanced Placement exams, as reported on 2024 CA School Dashboard		Increase the number of students completing AP exams by 2% per year to reach 6%	No change
3.6	Standard Exceeded (Level 4): Prepared or Standard Met (Level 3) Conditionally Prepared for 11th graders	11th graders scale scores on the 2022-23 CAASPP 28.57% ELA Standard Met (Level 3) 15.87% Math Standard Met (Level 3) 12.70% ELA Standard Exceeded (Level 4) 9.52% of Math Standard Exceeded (Level 4)	11th graders scale scores on the 2023-24 CAASPP 36.84% ELA Standard Met (Level 3) 5.26% Math Standard Met (Level 3) 15.79% ELA Standard Exceeded (Level 4) 15.79% of Math Standard Exceeded (Level 4)		Increase the number of 11th grade students with standards met or exceeded by 5% each year to reach 55%. Increase the number of students with standards met or exceeded standards on math by 5% each year to reach 40%.	The number of 11th grade students with standards met in ELA increased by 8.27% The number of 11th grade students with standards met in Math decreased by 10.61% The number of 11th grade students with standards exceeded in ELA increased by 2.09% The number of 11th grade students with standards exceeded in ELA

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
						increased by 6.27%
3.7	Number of students enrolled in a college course each semester	0% of students enrolled in a course at a junior or community college in the Fall of 2023-24 1.04% of students enrolled in a course at a junior or community college in the Spring of 2023-24	8.18% of students completed a course at a junior or community college in the Fall of 2024-25 6.86% of Students completed a course at a junior or community college in the Spring of 2023-24		Increase the percentage of students (9th - 12th grade) who complete a course at a junior or community college to by 3% per year to reach 10%	The percentage of students (9th - 12th grade) who complete a course at a junior or community college in the Fall of 2024 increased by 8.18% and increased in the Spring of 2025 by 5.82%
3.8	Dashboard District Graduation Rate	Percentage of graduation cohort who graduated, as reported on 2023 CA School Dashboard: 67.6% of students 70.4% of socioeconomically disadvantaged students 55.6% of Hispanic students	Percentage of graduation cohort who graduated, as reported on 2024 CA School Dashboard: 50% of students 50% of socioeconomically disadvantaged students 43.8% of Hispanic students		Increase by 7% each year to reach 89% graduation rate. Increase by 10% per year for Hispanic students.	Percentage of graduation cohort who graduated, as reported on 2024 CA School Dashboard: % of all students decreased by 17.6% % of socioeconomically disadvantaged students decreased by 20.4% % of Hispanic students

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
						decreased by 11.8%
3.9	Dataquest 4-year Adjusted Cohort Outcome Report: Dropouts (High School) 1-year Dropouts as reported through CALPADS (Middle School)	As reported on DataQuest, 35.5% of students in the 2022-23 Four-Year Adjusted Cohort were considered high school dropouts.	As reported on DataQuest, 52% of students in the 2024-24 Four-Year Adjusted Cohort were considered high school dropouts. As reported on CALPADS Fall 1 Report 1.8, there were 0 middle school dropouts.		Reduce the high school dropout rate by 5% each year to reach 20%. Maintain 0 middle school dropouts.	The high school dropout rate by increased by 16.5%

Goal Analysis [2024-25]

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.

Pivot has continued to work towards its goal to prepare students for life after high school by providing pathways that facilitate the pursuit of higher education or a chosen career path. All actions in Goal 3 have been implemented, whether fully or partially. Actions 3.1 Graduation Rate Improvement Plan, 3.2 College & Career Readiness Framework, and 3.3 Test fees have been implemented, but some refinements are needed to ensure ongoing sustainability and effectiveness. We have continued to focus on our graduation rate improvement plan and college and career readiness framework. Pivot continues to offer test fee waivers to socio-economically disadvantaged students, but encounters some difficulty with ensuring eligible students are aware of the waivers. Finally, the academic counselor continues to play an instrumental role in the success of this goal.

Some notable successes include the individualized approach to student goal analysis, including graduation checks and college readiness reviews, alongside one-on-one meetings with the College Counselor and college tours, which have effectively supported students in their academic pursuits. One current challenge is the limitation faced by having only one academic counselor. As a result, we are exploring options to disseminate tools and resources that all teachers can use in the areas of A-G requirements, CTE pathways, and college course registration. Another area for growth is related to 11th graders SBAC results. For a few years, Pivot has focused on reaching the 95%

participation rate. Now that that goal is more regularly accomplished, our goal is to shift messaging to finding ways for students to do their best and show what they know.

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 significant differences between budgeted expenditures and estimated actual expenditures.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Each current action is contributing to the overall goal. However, in the first year of this cycle, we have not seen all metrics improve. There have been various successes observed. Notably, the number of students passing college courses has continued to grow. We are still facing challenges in improving other measures of college and career preparedness, including A-G completion rates and SBAC performance for 11th graders.

Goal 3, Action 1: The Graduation Rate Improvement Plan is showing some significant positive results. We believe this action is beginning to be effective, though the data often lags behind the efforts, making it difficult to evaluate at this point in time. Since this is a new action beginning with the 2024-25 year, we will be able to better evaluate the effectiveness after 2024-25 graduation rates are confirmed.

Goal 3, Action 2: The College and Career Readiness Framework data that Pivot tracks is more robust than ever before. Metrics associated with this action show mixed results, but it is difficult to measure effectiveness when the number of students in the cohort is as small as Pivot Charter School's cohort for these metrics.

Goal 3, Action 3: This action has not proved particularly effective yet, as the amount of students taking AP test and other exams has not increased. However, we do still find value in the action and plan to revisit methods for communicating available options such as test fee waivers are communicated to students and families.

Goal 3, Action 4: The Academic Counselor is proving to be very effective in encouraging students to enroll in college courses while attending Pivot. The Academic Counselor has also improved Pivot's partnerships with colleges and universities in ways that have improved Pivot students' prospects for continuing education after high school.

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.

Improvements to Action 3.3 are being planned, to ensure all eligible students and families are made aware of available test fee waivers. We hope this will increase the number of students who take AP tests and other exams such as the SAT or ACT.

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
3.1	Graduation Rate Improvement Plan	Pivot will implement a comprehensive graduation rate improvement plan targeted at increasing the number of students graduating from high school and reducing the number of students dropping out from school. This plan includes a revised grade level placement policy, adaptable and individualized graduation plans, increased tracking of student progress toward graduation requirements, and improved communication with students and families about progress toward graduation.	$4,901.00	No
3.2	College and Career Readiness Framework	Pivot will work to increase the number of students who are graduating as college and career ready through a variety of indicators including college course enrollment, completion of A-G requirements, completion of CTE pathways, and increasing the number of 11th graders meeting or exceeding standards on the SBAC. Pivot will ensure structures are in place to facilitate students' college and career readiness such as providing clear CTE pathways and starting all incoming 9th grade students on a course plan that enables them to satisfy A-G requirements. Students' progress toward college and career readiness will be monitored, and individualized plans will be developed to assist students in achieving college and career readiness via avenues that best suit their individual circumstances.	$4,901.00	No
3.3	Test fees	In order to increase access to post-secondary education and training, Pivot will facilitate the acquisition of test fee waivers for socioeconomically disadvantaged students who request assistance in paying for AP tests or other assessments for application/admission to post-secondary programs or institutions.		Yes
3.4	Academic Counselor	The Academic Counselor will support students in finding their college and career interests and connect them to concurrent enrollment and college or training opportunities.	$24,174.00	No

Action #	Title	Description	Total Funds	Contributing

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$349,740	$24,915

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
18.713%	0.000%	$0.00	18.713%

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 #	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
1.4	**Action:** Resources for Socio-economically disadvantaged students **Need:** Historically, socio-economically disadvantaged students including low-income and foster students have been chronically absent at a higher rate than the general student population at Pivot. In 2022-23, socio-economically disadvantaged students were chronically	The provision of bus passes, student meals, and hygiene supplies is targeted to assist low-income and foster students in engaging regularly in their school work at Pivot by meeting needs that the students and their families may not be able to consistently meet on their own. Bus passes provide access to Pivot's resource center which is an appropriate learning environment where students can complete school work with the support of credentialed teachers. Student meals and hygiene supplies ensure basic personal needs	1.1, 1.6: The metrics to be used in determining the effectiveness of this action are the chronic absenteeism rate of socio-economically disadvantaged students as compared to the entire student population and annual survey results.

Goal and Action #	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
	absent at a rate of 40.8%, compared to the general student population's rate of 30.9%. Pivot provides an independent study program where attendance is determined largely by the amount of school work students complete. Chronic absenteeism occurs when students regularly do not complete their expected school work. The increased instance of chronic absenteeism among socio-economically disadvantaged students points to a need for increasing engagement, attendance, and completion of school work. Socio-economically disadvantaged students may experience barriers to engagement in school work, such as a lack of transportation or gas money, leading to difficulty attending Pivot's resource center. These students may also experience a lack of consistent access to nutritious meals and basic personal care supplies such as menstrual products, and when basic personal needs are unmet it is difficult to engage effectively in learning. **Scope:** LEA-wide	are met so that students can focus on their school work without being hungry or feeling insecure. In order to avoid social stigma, Pivot makes these resources available to all students. This avoids the issue of unduplicated pupils feeling singled out in front of their peers. Even though some students who are not low-income or foster do take advantage of the opportunity to obtain these resources, the action is successful in meeting the needs of low-income and foster students first by ensuring they have a reliable means of transportation to and from the resource center as well as access to meals and hygiene supplies when they otherwise may not have access to these things.	
1.8	**Action:** Translation Services **Need:** English Learners do not currently constitute a numerically significant subgroup on Pivot's California School Dashboard. However, Hispanic students have been chronically absent at a higher rate than the general student population at Pivot. In 2022-23,	This action is designed to assist English Learners by ensuring the students and their parents/guardians can fully understand communications from Pivot Charter School and effectively discuss their questions and concerns with school personnel on an ongoing basis. Translation services are of particular importance during significant meetings such as student and parent orientations, IEP meetings, MTSS meetings, truancy meetings, crisis meetings, and	1.1, 1.6: The metrics to be used in determining the effectiveness of this action are annual survey results and the chronic absenteeism rate of English Learners as compared to the entire student population, if available. When English

Goal and Action #	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
	Hispanic students were chronically absent at a rate of 35.6%, compared to the general student population's rate of 30.9%. While not all Hispanic students are English Learners, the vast majority of Pivot's English Learners are Hispanic students. Therefore, it is likely that English Learners also have an increased rate of chronic absenteeism. Additionally, many Hispanic students, including English Learners as well as those who are not English Learners, have parents/guardians whose native language is not English. Pivot provides an independent study program where attendance is determined largely by the amount of school work students complete, and parent/guardian support is often a major contributor to students' success in independent study. Chronic absenteeism occurs when students regularly do not complete their expected school work. An increased rate of chronic absenteeism among English Learners and Hispanic students may be caused or exacerbated by a language barrier between school staff and the family, where the student and/or family may not fully understand what is expected or may not be able to fully communicate their needs and concerns. **Scope:** LEA-wide	suspension and expulsion hearings. The needs of English Learners were considered first in the creation of this action, as these students and their families are significantly more likely to struggle with English language fluency and may not understand some important points of communications provided in English only. These families may also struggle to communicate their concerns in English, and can much better express their thoughts and questions in their native language. Translation services are also offered to families in which the student or parent/guardian is not a native English speaker, even if the student is not an English Learner, which is why this action is marked LEA-wide. All members of the educational team including students, parents, guardians, and other advocates have a right to communicate effectively, and if translation services can help that happen then Pivot Charter School is happy to provide those services whether or not the student is an English Learner or other high-needs student. This action is effective in meeting the needs of English Learners first, since those students are the most likely to benefit from translation services or have parents/guardians who would benefit from translation services.	Learners do not constitute a numerically significant subgroup, the rate of chronic absenteeism among Hispanic students may be used as the next best point of comparison.

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
2.5	**Action:** Oversight of Academic Programs for Unduplicated Pupils **Need:** As noted in Goal 2 Actions 6, 7, 8, and 9 below, unduplicated pupils historically underperform the general student population when it comes to California School Dashboard ELA and Math Distance from Standard (DFS) scores. English Learner progress has also been lower than desired. **Scope:** Limited to Unduplicated Student Group(s)	Key leadership personnel will oversee the implementation of supports and programs to facilitate academic success among unduplicated pupils including socio-economically disadvantaged students, foster students, and English Learners. These Pivot leaders will support designated teaching staff in providing resources and developing individualized plans for unduplicated pupils, and will ensure the ELD program is being implemented with fidelity.	2.7, 2.8, 2.11: The Dashboard DFS for ELA and Math for socio-economically disadvantaged students, and for English Learners if available, will be compared to the general student population's scores, and effectiveness will be measured by the degree to which the gaps in performance are decreased. Internal i-Ready benchmark assessment scores will be compared, since that is the LEA's local metric which provides ongoing data points throughout the year regarding ELA and Math progress. The English Learner Reclassification Rate will also be used as a metric for the effectiveness of ELD program oversight.
2.6	**Action:** Targeted Support for Unduplicated Pupils **Need:**	This action provides additional support for socio-economically disadvantaged students and foster students in the form of designated teaching staff who are experienced in facilitating academic progress among these populations. These	2.7, 2.8: The Dashboard DFS for ELA and Math for socio-economically disadvantaged students will be compared to the

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	Unduplicated pupils historically underperform the general student population when it comes to California School Dashboard ELA and Math Distance from Standard (DFS) scores. On the 2023 Dashboard, socio-economically disadvantaged students had an average DFS of 51.4 for ELA and 111.5 for Math, compared to the general student population's DFS of 13.6 for ELA and 76.6 for Math. **Scope:** Limited to Unduplicated Student Group(s)	teachers will work closely with socio-economically disadvantaged students and their parents/guardians to develop individual learning plans which remove barriers to learning, promote improvement in ELA and Math skills, and facilitate credit recovery.	general student population's scores, and effectiveness will be measured by the degree to which the gap in performance is decreased. Internal i-Ready benchmark assessment scores will be compared, since that is the LEA's local metric which provides ongoing data points throughout the year regarding ELA and Math progress.
2.7	**Action:** Educational Coordinator for English Learners **Need:** Unduplicated pupils historically underperform the general student population when it comes to California School Dashboard ELA and Math Distance from Standard (DFS) scores. On the 2023 Dashboard, Pivot had no data for English Learner DFS due to having an insufficient number of students. However, at the statewide level English Learners had an average DFS of 67.7 for ELA and 93.4 for Math, compared to the general student population's DFS of 13.6 for ELA and 49.1 for Math. **Scope:** Limited to Unduplicated Student Group(s)	This action provides additional support for English Learners in the form of designated teaching staff who are experienced in facilitating academic progress among this population. These teachers will work closely with English Learners and their parents/guardians to develop individual learning plans which remove barriers to learning, promote improvement in ELA and Math skills, and facilitate credit recovery.	2.7, 2.8: The Dashboard DFS for ELA and Math for English Learners, if available, will be compared to the general student population's scores, and effectiveness will be measured by the degree to which the gap in performance is decreased. As a secondary metric, or as the primary metric if Dashboard ELA and Math DFS data is not available for English Learners, internal i-Ready benchmark assessment scores will be compared, since that is the LEA's local metric which provides ongoing data points

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
			throughout the year regarding ELA and Math progress.
2.8	**Action:** English Language Development Teacher **Need:** The California School Dashboard's English Learner Progress Indicator shows no data due to having an insufficient number of students in the English Learner subgroup. However, Pivot knows that its English Language Development programs were in need of improvement. **Scope:** Limited to Unduplicated Student Group(s)	By providing an English Language Development (ELD) teacher who provides designated ELD instruction to English Learners and facilitates integrated ELD instruction in collaboration with other teaching staff, the needs of English Learners will be better met. 2023-24 was the first year that Pivot was able to fully implement its new designated ELD program which provides targeted instruction and supports designed to improve English Learners' progress toward English fluency. The ELD teacher works closely with students to provide individualized curriculum and instruction that address the unique needs of all English Learners including Newcomers as well as Long Term English Learners.	2.10, 2.11: The Dashboard's English Learner Progress Indicator will be used to gauge effectiveness of this action, when data is available. English Learner Reclassification Rate will be used as a secondary data point to monitor effectiveness, or as the primary data point if/when there is no data for the Dashboard English Learner Progress Indicator. Due to the overall small number of English Learners at Pivot, it may prove difficult to use the Reclassification Rate to monitor effectiveness, but data will be evaluated nonetheless.
2.9	**Action:** EL Curriculum **Need:** In recent years, Pivot has made progress in developing and implementing English Language Development programs. However, upon reflection it is evident that more improvements need to be made. Pivot's Dashboard Local Indicator Self-Reflection Tool	This action focuses on further developing Pivot's ELD curricula and programs to address the needs of all learners, including Newcomers as well as Long Term English Learners. The ELD curriculum itself will continue to be expanded, and support for teaching staff will be provided to ensure all members of the educational team reinforce engagement and participation with the ELD program. Support and professional development	2.9: The Dashboard Local Indicator Self-Reflection Tool section for EL access to CA standards including ELD standards will be used to monitor effectiveness.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness
	for EL access to CA standards including ELD standards lists scores of 3 for professional development, 4 for instructional materials, and 3 for policy & program support. None of these areas are scored at a level that indicates full implementation and sustainability. **Scope:** Limited to Unduplicated Student Group(s)	will be provided with respect to designated ELD instruction as well as integrated ELD instruction.	
3.3	**Action:** Test fees **Need:** The number of Pivot students taking AP exams at Pivot is low, and the baseline for the percentage of students passing AP exams with a score of 3 or higher is currently zero. There are Pivot students who take AP courses, so there is a need to increase efforts around getting students to take AP exams. It is anticipated that the cost of taking AP exams would be a potential barrier to low-income and foster students, and the cost may be a reason why these student populations do not take AP exams at Pivot. **Scope:** Limited to Unduplicated Student Group(s)	This action removes the cost burden of taking AP exams, as well as other exams such as the SAT or ACT, for low-income and foster students. Pivot has developed the necessary structures to obtain fee waivers from the agencies that regulate the administration of these exams, and will ensure that all socio-economically disadvantaged students who are interested in these exams receive information about how to request a fee waiver. It is anticipated that more students, especially those who may have previously decided not to take these exams due to cost constraints, will take these exams in the future.	3.5: The percentage of students completing AP exams with a score of 3 or higher will be used to monitor effectiveness of this action. Ideally the data would be disaggregated by student groups as well.

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.

The only contributing action without budgeted expenditures is Action 3.3 Test Fees. The dollar value anticipated to be associated with test fee waivers for low-income and foster students is approximately $100, which equates to approximately 0.01% of the LCFF base grant funding. Therefore it is estimated that this action will improve services by approximately 0.01% for unduplicated pupils.

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.

The LEA is a single charter school with an unduplicated student concentration of greater than 55%, and all concentration grant add-on funding identified above will be allocated to the single charter school. There is no option of allocating funds to more than one school. Pivot Charter School operates an independent study program, and the concentration grant add-on funding will be used to support the funding of designated independent study teachers who are assigned to serve foster youth, English Learners, and low-income students. In this manner, Pivot Charter School aims to improve the ratio of certificated staff to unduplicated pupils in a direct service context.

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	N/A	1:103
Staff-to-student ratio of certificated staff providing direct services to students	N/A	1:16

2025-26 Total Expenditures Table

LCAP Year	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 %)
Totals	$1,869,014	349,740	18.713%	0.000%	18.713%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$704,296.00	$28,835.00	$0.00	$61,907.00	$795,038.00	$597,423.00	$197,615.00

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	MTSS	All	No			All Schools		$48,555.00	$0.00				$48,555.00	$48,555.00	
1	1.2	Safe and Clean Facilities	All	No			All Schools		$0.00	$141,571.00	$141,571.00				$141,571.00	
1	1.3	Community Liaison	All	No			All Schools		$21,592.00	$0.00	$21,592.00				$21,592.00	
1	1.4	Resources for Socio-economically disadvantaged students	Foster Youth Low Income	Yes	LEA-wide	Foster Youth Low Income	All Schools		$0.00	$2,800.00	$2,800.00				$2,800.00	
1	1.5	Access to instructional materials	All	No			All Schools		$0.00	$34,957.00	$34,957.00				$34,957.00	
1	1.6	Technology Management	All	No			All Schools		$13,365.00	$0.00	$13,365.00				$13,365.00	
1	1.7	Communication Tools	All	No			All Schools		$1,440.00	$1,279.00	$2,719.00				$2,719.00	
1	1.8	Translation Services	English Learners	Yes	LEA-wide	English Learners	All Schools		$0.00	$4,000.00	$4,000.00				$4,000.00	
1	1.9	Attendance Improvement Plan including Attendance Clerk	All	No			All Schools		$13,352.00	$0.00				$13,352.00	$13,352.00	
1	1.10	Professional Development	All	No			All Schools		$0.00	$6,953.00		$6,953.00			$6,953.00	
2	2.1	Social Emotional Learning	All	No			All Schools		$20,256.00	$0.00	$20,256.00				$20,256.00	
2	2.2	Increasing the Impact of Highly Qualified Teachers	All	No			All Schools		$9,223.00	$0.00	$9,223.00				$9,223.00	

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
2	2.3	ELA and Math Achievement Supports	All	No			All Schools		$0.00	$5,975.00		$5,975.00			$5,975.00	
2	2.4	Reading Intervention Specialist (formerly Intervention Specialist)	All	No			All Schools		$15,907.00	$0.00		$15,907.00			$15,907.00	
2	2.5	Oversight of Academic Programs for Unduplicated Pupils	English Learners Foster Youth Low Income	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools		$60,148.00	$0.00	$60,148.00				$60,148.00	
2	2.6	Targeted Support for Unduplicated Pupils	Foster Youth Low Income	Yes	Limited to Unduplicated Student Group(s)	Foster Youth Low Income	All Schools		$270,801.00	$0.00	$270,801.00				$270,801.00	
2	2.7	Educational Coordinator for English Learners	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$71,813.00	$0.00	$71,813.00				$71,813.00	
2	2.8	English Language Development Teacher	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$16,995.00	$0.00	$16,995.00				$16,995.00	
2	2.9	EL Curriculum	English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		$0.00	$80.00	$80.00				$80.00	
3	3.1	Graduation Rate Improvement Plan	All	No			All Schools		$4,901.00	$0.00	$4,901.00				$4,901.00	
3	3.2	College and Career Readiness Framework	All	No			All Schools		$4,901.00	$0.00	$4,901.00				$4,901.00	
3	3.3	Test fees	Foster Youth Low Income	Yes	Limited to Unduplicated	Foster Youth Low Income	All Schools									0.01

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
					Student Group(s)											
3	**3.4**	Academic Counselor	All	No			All Schools		$24,174.00	$0.00	$24,174.00				$24,174.00	

2025-26 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
$1,869,014	349,740	18.713%	0.000%	18.713%	$426,637.00	0.010%	22.837 %	**Total:**	$426,637.00
								LEA-wide Total:	$6,800.00
								Limited Total:	$419,837.00
								Schoolwide Total:	$0.00

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	**1.4**	Resources for Socio-economically disadvantaged students	Yes	LEA-wide	Foster Youth Low Income	All Schools	$2,800.00	
1	**1.8**	Translation Services	Yes	LEA-wide	English Learners	All Schools	$4,000.00	
2	**2.5**	Oversight of Academic Programs for Unduplicated Pupils	Yes	Limited to Unduplicated Student Group(s)	English Learners Foster Youth Low Income	All Schools	$60,148.00	
2	**2.6**	Targeted Support for Unduplicated Pupils	Yes	Limited to Unduplicated Student Group(s)	Foster Youth Low Income	All Schools	$270,801.00	
2	**2.7**	Educational Coordinator for English Learners	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$71,813.00	
2	**2.8**	English Language Development Teacher	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$16,995.00	
2	**2.9**	EL Curriculum	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	$80.00	

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 (%)
3	3.3	Test fees	Yes	Limited to Unduplicated Student Group(s)	Foster Youth Low Income	All Schools		0.01

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$652,773.00	$690,328.00

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	**1.1**	MTSS	No	$48,242.00	$46,391
1	**1.2**	Safe and Clean Facilities	No	$135,696.00	$127,041
1	**1.3**	Community Liaison	No	$15,376.00	$21,085
1	**1.4**	Resources for Socio-economically disadvantaged students	Yes	$2,800.00	$2,265
1	**1.5**	Access to instructional materials	No	$16,439.00	$43,438
1	**1.6**	Technology Management	No	$13,929.00	$12,040
1	**1.7**	Communication Tools	No	$2,719.00	$1,608
1	**1.8**	Translation Services	Yes	$4,000.00	$4,320
1	**1.9**	Attendance Improvement Plan including Attendance Clerk	No	$12,604.00	$10,871
1	**1.10**	Professional Development	No	$6,750.00	$21,983
2	**2.1**	Social Emotional Learning	No	$18,965.00	$19,353

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)
2	2.2	Increasing the Impact of Highly Qualified Teachers	No	$8,816.00	$8,217
2	2.3	ELA and Math Achievement Supports	No	$5,140.00	$5,445
2	2.4	Intervention Specialist	No	$14,913.00	$14,357
2	2.5	Oversight of Academic Programs for Unduplicated Pupils	Yes	$57,778.00	$53,402
2	2.6	Targeted Support for Unduplicated Pupils	Yes	$172,592.00	$171,674
2	2.7	Educational Coordinator for English Learners	Yes	$67,443.00	$80,139
2	2.8	English Language Development Teacher	Yes	$15,927.00	$15,651
2	2.9	EL Curriculum	Yes	$61.00	$304
3	3.1	Graduation Rate Improvement Plan	No	$4,672.00	$4,231
3	3.2	College and Career Readiness Framework	No	$4,672.00	$4,231
3	3.3	Test fees	Yes		
3	3.4	Academic Counselor	No	$23,239.00	$22,282

2024-25 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
$291,471	$320,601.00	$327,755.00	($7,154.00)	0.010%	0.000%	-0.010%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.4	Resources for Socio-economically disadvantaged students	Yes	$2,800.00	$2,265		
1	1.8	Translation Services	Yes	$4,000.00	$4,320		
2	2.5	Oversight of Academic Programs for Unduplicated Pupils	Yes	$57,778.00	$53,402		
2	2.6	Targeted Support for Unduplicated Pupils	Yes	$172,592.00	$171,674		
2	2.7	Educational Coordinator for English Learners	Yes	$67,443.00	$80,139		
2	2.8	English Language Development Teacher	Yes	$15,927.00	$15,651		
2	2.9	EL Curriculum	Yes	$61.00	$304		
3	3.3	Test fees	Yes			0.01	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)
$1,808,475	$291,471	0	16.117%	$327,755.00	0.000%	18.123%	$0.00	0.000%

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

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).

California Department of Education
November 2024

Local Control and Accountability Plan (LCAP)
Every Student Succeeds Act (ESSA)
Federal Addendum Template

LEA name:

Pivot Charter School Riverside

CDS code:

33-10330-0137836

Link to the LCAP:

(optional)

The LCAP can be found at pivotriverside.com

For which ESSA programs will your LEA apply?

Choose from:

TITLE I, PART A

Improving Basic Programs Operated by State and Local Educational Agencies

TITLE I, PART D

Prevention and Intervention Programs for Children and Youth Who Are Neglected, Delinquent, or At-Risk

TITLE II, PART A

Supporting Effective Instruction

TITLE III, PART A

Language Instruction for English Learners and Immigrant Students

TITLE IV, PART A

Student Support and Academic Enrichment Grants

*(**NOTE:** This list only includes ESSA programs with LEA plan requirements; not all ESSA programs.)*

TITLE I, PART A
TITLE II, PART A
TITLE IV, PART A

In the following pages, ONLY complete the sections for the corresponding programs.

Instructions

The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of the ESSA.

The LCAP Federal Addendum Template must be completed and submitted to the California Department of Education (CDE) to apply for ESSA funding. LEAs are encouraged to review the LCAP Federal Addendum annually with their LCAP, as ESSA funding should be considered in yearly strategic planning.

The LEA must address the Strategy and Alignment prompts provided on the following page.

Each provision for each program must be addressed, unless the provision is not applicable to the LEA.

In addressing these provisions, LEAs must provide a narrative that addresses the provision **within the LCAP Federal Addendum Template.**

Under State Priority Alignment, state priority numbers are provided to demonstrate where an ESSA provision aligns with state priorities. This is meant to assist LEAs in determining where ESSA provisions may already be addressed in the LEA's LCAP, as it demonstrates the LEA's efforts to support the state priorities.

The CDE emphasizes that **the LCAP Federal Addendum should not drive LCAP development.** ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

California's ESSA State Plan significantly shifts the state's approach to the utilization of federal resources in support of underserved student groups. This LCAP Federal Addendum provides LEAs with the opportunity to document their approach to maximizing the impact of federal investments in support of underserved students.

The implementation of ESSA in California presents an opportunity for LEAs to innovate with their federally-funded programs and align them with the priority goals they are realizing under the state's Local Control Funding Formula (LCFF).

LCFF provides LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The LCAP planning process supports continuous cycles of action, reflection, and improvement.

Please respond to the prompts below, and in the pages that follow, to describe the LEA's plan for making the best use of federal ESEA resources in alignment with other federal, state, and local programs as described in the LEA's LCAP.

Strategy

Explain the LEA's strategy for using federal funds to supplement and enhance local priorities or initiatives funded with state funds, as reflected in the LEA's LCAP. This shall include describing the rationale/evidence for the selected use(s) of federal funds within the context of the LEA's broader strategy reflected in the LCAP.

Pivot Charter School engages in ongoing improvement cycles which comprehensively evaluate and assess the needs of the school and its students. Educational partner feedback is a key component in developing the school's goals and priorities. Various types of data are collected and used to monitor progress toward current LCAP goals and to identify new areas of need. Pivot's most recent LCAP goals are related to engagement, access, college and career programs, and academic progress. Actions related to each goal are funded primarily with state and local funds, and federal funds are used to supplement these efforts.

Federal funds are primarily used to increase supports for struggling students, particularly those who are socioeconomically disadvantaged. Many of these supports are incorporated into Pivot's Multi-Tiered Systems of Support (MTSS) and are targeted to ensure equal access, increase meaningful engagement, close achievement gaps, and improve student progress toward mastering content standards. Federal funds are also used to provide professional development to school personnel to ensure they are knowledgeable and skilled in providing these supports to students.

Alignment

Describe the efforts that the LEA will take to align use of federal funds with activities funded by state and local funds and, as applicable, across different federal grant programs.

Federal funds will be used to supplement programs and goals which are primarily dependent on state and local funds. Pivot's MTSS offerings are able to be expanded with the support of federal funds. These funds allow for the employment of a dedicated full time Director of Student Support Programs and other members of the MTSS team, who:

- Provide ongoing support and feedback to teachers and ensure they are properly implementing supports
- Facilitate communication and coordination among all individuals involved in each student's educational experience at Pivot, including the student, parents/guardians, general education teachers, special education teachers, counselors, paraprofessionals, tutors, school administrators, etc.
- Coordinate increased data collection and reporting to ensure early identification and timely intervention for students who are disengaged, low performing, or at risk of failing
- Assist in the examination of data related to each student's engagement and academic progress, and work with teachers to develop targeted plans to improve student performance
- Lead professional development related to supporting underprivileged students and reducing barriers to access, engagement, and achievement

ESSA Provisions Addressed Within the LCAP

Within the LCAP an LEA is required to describe its goals, and the specific actions to achieve those goals, for each of the LCFF state priorities. In an approvable LCAP it will be apparent from the descriptions of the goals, actions, and services how an LEA is acting to address the following ESSA provisions through the aligned LCFF state priorities and/or the state accountability system.

TITLE I, PART A

Monitoring Student Progress Towards Meeting Challenging State Academic Standards

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(1) (A–D)	1, 2, 4, 7, 8 *(as applicable)*

Describe how the LEA will monitor students' progress in meeting the challenging state academic standards by:

(A) developing and implementing a well-rounded program of instruction to meet the academic needs of all students;

(B) identifying students who may be at risk for academic failure;

(C) providing additional educational assistance to individual students the LEA or school determines need help in meeting the challenging State academic standards; and

(D) identifying and implementing instructional and other strategies intended to strengthen academic programs and improve school conditions for student learning.

Overuse in Discipline Practices that Remove Students from the Classroom

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(11)	6 *(as applicable)*

Describe how the LEA will support efforts to reduce the overuse of discipline practices that remove students from the classroom, which may include identifying and supporting schools with

high rates of discipline, disaggregated by each of the student groups, as defined in Section 1111(c)(2).

Career Technical and Work-based Opportunities

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(12)(A–B)	2, 4, 7 *(as applicable)*

If determined appropriate by the LEA, describe how such agency will support programs that coordinate and integrate:

(A) academic and career and technical education content through coordinated instructional strategies, that may incorporate experiential learning opportunities and promote skills attainment important to in-demand occupations or industries in the State; and

(B) work-based learning opportunities that provide students in-depth interaction with industry professionals and, if appropriate, academic credit.

TITLE II, PART A

Title II, Part A Activities

ESSA SECTION	STATE PRIORITY ALIGNMENT
2102(b)(2)(A)	1, 2, 4 *(as applicable)*

Provide a description of the activities to be carried out by the LEA under this Section and how these activities will be aligned with challenging State academic standards.

ESSA Provisions Addressed in the Consolidated Application and Reporting System

An LEA addresses the following ESSA provision as part of completing annual reporting through the Consolidated Application and Reporting System (CARS).

TITLE I, PART A

Poverty Criteria

ESSA SECTION	STATE PRIORITY ALIGNMENT
1112(b)(4)	N/A

Describe the poverty criteria that will be used to select school attendance areas under Section 1113.

ESSA Provisions Not Addressed in the LCAP

For the majority of LEAs the ESSA provisions on the following pages do not align with state priorities. **Each provision for each program provided on the following pages must be addressed**, unless the provision is not applicable to the LEA. In addressing these provisions, LEAs must provide a narrative that addresses the provision **within this addendum**.

As previously stated, the CDE emphasizes that the LCAP Federal Addendum should not drive LCAP development. ESSA funds are supplemental to state funds, just as the LCAP Federal Addendum supplements your LCAP. LEAs are encouraged to integrate their ESSA funds into their LCAP development as much as possible to promote strategic planning of all resources; however, this is not a requirement. In reviewing the LCAP Federal Addendum, staff will evaluate the LEA's responses to the ESSA plan provisions. There is no standard length for the responses. LEAs will be asked to clarify insufficient responses during the review process.

TITLE I, PART A

Educator Equity

ESSA SECTION 1112(b)(2)

Describe how the LEA will identify and address, as required under State plans as described in Section 1111(g)(1)(B), any disparities that result in low-income students and minority students being taught at higher rates than other students by ineffective, inexperienced, or out-of-field teachers.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Not applicable. LEA is a charter school.

Parent and Family Engagement

ESSA SECTIONS 1112(b)(3) and 1112(b)(7)

Describe how the LEA will carry out its responsibility under Section 1111(d).

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Describe the strategy the LEA will use to implement effective parent and family engagement under Section 1116.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pivot Charter School highly values collaboration with parents/guardians and families, and engages them in a variety of ways. These individuals have numerous opportunities to engage with the Governing Board, school administrators including the Executive Director, teachers, office staff, and other parents/families associated with Pivot. The school uses email, text messages, and mobile apps to communicate regularly with parents and families. Guidelines and policies for parent and family

interaction are detailed in the Student Parent Handbook. Professional development for school personnel includes strategies for effectively engaging families as equal partners. School administrators and experienced teachers mentor new school staff in developing rapport with families and establishing strong connections that yield successful collaboration.

The school provides parent orientations for all parents of new students, at various points throughout the school year. These orientations provide an opportunity for teachers and school administrators to train parents and family members on using technology for school, how to support their student in their academics, and how to monitor their student's progress. Teachers also meet at least once per month with each student's parent/guardian to discuss their student's performance and progress, State academic standards, State and local academic assessments, academic progression plans, any disciplinary issues, and outside resources that may be beneficial to the family (such as mental health resources, social programs for which they may qualify, or information regarding concurrent enrollment at local community colleges).

When special programs or accommodations are indicated, parents/guardians are equal partners in the process every step of the way. This applies to any student who has been identified as low performing or at risk of failing, or who may have (or need) an IEP, 504 plan, or special assessments related to these. All MTSS options for support are also developed in partnership with the parent/guardian.

Parent/family meetings and surveys are completed at various points in the school year. These assess families' satisfaction with Pivot's programs, request feedback regarding their interactions with school personnel, collect information regarding awareness and utilization of various special programs provided by the school, and solicit input regarding LCAP goals and areas for school improvement. All members of the public including parents, students, and families are welcome to attend Pivot's Governing Board meetings. The Board encourages families to attend and provide public comment.

Translation services are available for all meetings with parents and families. Pivot is committed to ensuring families fully understand the school's programs and offerings, their student's progress and performance, and their options for providing feedback and helping to shape the future of the school.

Schoolwide Programs, Targeted Support Programs, and Programs for Neglected or Delinquent Children

ESSA SECTIONS 1112(b)(5) and 1112(b)(9)

Describe, in general, the nature of the programs to be conducted by the LEA's schools under sections 1114 and 1115 and, where appropriate, educational services outside such schools for children living in local institutions for neglected or delinquent children, and for neglected and delinquent children in community day school programs.

THIS ESSA PROVISION IS ADDRESSED BELOW:

SWP:

Pivot Charter School operates a Schoolwide Program (SWP) under Title I. Greater than 40% of the school's enrolled students are from low-income families, and the Governing Board has approved the school's plan.

Pivot Charter School provides an independent study program using a hybrid/blended model, combining online coursework with site-based offerings at the school's resource center. The program is primarily funded by revenues from state and local sources. Pivot Charter School operates a

Schoolwide Program (SWP) under Title I to supplement the school's offerings through independent study. Feedback from educational partners, analysis of data, and evaluation of student and family needs drive the development of the SWP.

Federal funds are used to increase supports for struggling students, particularly those who are socioeconomically disadvantaged. Pivot deems it extremely important to differentiate supports based on each student's unique circumstances. The SWP under Title I has allowed for the expansion of the school's Multi-Tiered Systems of Support (MTSS). The MTSS team designs targeted supports and interventions for each struggling student to ensure equal access, increase meaningful engagement, close achievement gaps, and improve student progress toward mastering content standards.

Strategies employed by the MTSS team include, but are not limited to:

- Evaluate and address student's access to appropriate technology such as computer and internet, providing additional devices on loan from the school when appropriate
- Assess physical circumstances from which the student engages in school work, and collaborate with the family to facilitate a calm, stable, focused learning environment free from disruptions/distractions
- Collaborate with student and family to develop a structured daily/weekly schedule that aligns with the student's learning style, progress goals, and life circumstances
- Schedule regular workshops and other instructional sessions to ensure the student regularly engages with credentialed teachers for each course
- Assign supplemental curricula such as Lexia, IXL, and/or iReady to remediate basic skills
- Provide daily progress reports to parents/guardians detailing their student's engagement and progress in courses
- Provide resources for counseling and mental health
- Provide resources for social programs related to nutrition, internet access, etc.
- Provide meals to students and encourage participation in Pivot's breakfast program
- Provide bus passes to promote student attendance in resource center offerings
- Provide additional translation services for families whose native language is not English
- Evaluate the need for special assessments, accommodations, or changes related to IEP and 504 plans.

The SWP includes the employment of a dedicated full time Director of Student Support Programs and other members of the MTSS team, who:

- Provide ongoing support and feedback to teachers and ensures they are properly implementing supports
- Facilitate communication and coordination among all individuals involved in each student's educational experience at Pivot, including the student, parents/guardians, general education teachers, special education teachers, counselors, paraprofessionals, tutors, school administrators, etc.
- Coordinate increased data collection and reporting to ensure early identification and timely intervention for students who are disengaged, low performing, or at risk of failing
- Assist in the examination of data related to each student's engagement and academic progress, and work with teachers to develop targeted plans to improve student performance

- Lead professional development related to supporting underprivileged students and reducing barriers to access, engagement, and achievement

TAS: N/A

Neglected or Delinquent: N/A

Describe how teachers and school leaders, in consultation with parents, administrators, paraprofessionals, and specialized instructional support personnel, in schools operating a targeted assistance school program under Section 1115, will identify the eligible children most in need of services under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Pivot Charter School operates a Schoolwide Program (SWP) under Title I. Greater than 40% of the school's enrolled students are from low-income families, and the Governing Board has approved the school's plan.

Homeless Children and Youth Services

ESSA SECTION 1112(b)(6)

Describe the services the LEA will provide homeless children and youths, including services provided with funds reserved under Section 1113(c)(3)(A), to support the enrollment, attendance, and success of homeless children and youths, in coordination with the services the LEA is providing under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.).

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pivot Charter School serves homeless children and youths, and provides services under the McKinney-Vento Homeless Assistance Act (42 United States Code 11301 et seq.). The enrollment team supports the identification of homeless students and school personnel provide myriad resources to these individuals and their families. Homeless students qualify for several additional supports including technology devices to ensure access to online coursework, special considerations related to earning credits and making progress toward graduation, information about local services for health/wellness and shelter, and eligibility for continued enrollment during periods of transience.

The MTSS strategies under the SWP offer additional supports related to attendance and chronic absenteeism, and support homeless students in acquiring the assistance they need in order to successfully attend school. Homeless students also receive bus passes to facilitate attendance at the resource center. At the resource center they receive meals to ensure their nutritional needs are met, which enables them to focus more effectively on school work. School personnel work closely with homeless students and their families to address concerns around physical health and hygiene, mental health and counseling, behavior issues, and nutritional needs.

Student Transitions

ESSA SECTIONS 1112(b)(8) and 1112(b)(10) (A–B)

Describe, if applicable, how the LEA will support, coordinate, and integrate services provided under this part with early childhood education programs at the LEA or individual school level, including plans for the transition of participants in such programs to local elementary school programs.

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

Describe, if applicable, how the LEA will implement strategies to facilitate effective transitions for students from middle grades to high school and from high school to postsecondary education including:

(A) through coordination with institutions of higher education, employers, and other local partners; and

(B) through increased student access to early college high school or dual or concurrent enrollment opportunities, or career counseling to identify student interests and skills.

THIS ESSA PROVISION IS ADDRESSED BELOW:

The school does not formally coordinate with institutions of higher education. However, Pivot Charter School does have many courses and programs designed to prepare high school students for transitions to colleges and careers. Pivot encourages and facilitates concurrent enrollment at local community colleges. The school's Career Technical Education (CTE) programs promote exploration of aptitudes and career possibilities, and provide educational pathways that help students transition successfully to college and career programs after graduation from high school.

Pivot Charter School also assists students in their transitions from elementary to middle school to high school. Middle school students use the same benchmark assessment system and targeted remediation instruction that is used by elementary students. This provides continuity in basic skills assessment from elementary to middle school, and ensures that all basic skills from K-8 standards are addressed and remediated before transitioning to high school. When students transition to middle school, they begin using the same online curriculum system that is used for high school core courses. This helps prepare middle school students for the depth and rigor of high school coursework.

Additional Information Regarding Use of Funds Under this Part

ESSA SECTION 1112(b)(13) (A–B)

Provide any other information on how the LEA proposes to use funds to meet the purposes of this part, and that the LEA determines appropriate to provide, which may include how the LEA will:

(A) assist schools in identifying and serving gifted and talented students; and

(B) assist schools in developing effective school library programs to provide students an opportunity to develop digital literacy skills and improve academic achievement.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Title I funds are not used for formal GATE or library programs. However, Pivot Charter School does address the needs of gifted and talented students through differentiated academic plans. Pivot maintains diverse course offerings including many Advanced Placement courses, and promotes concurrent enrollment at local community colleges. Pivot's core educational program has a strong focus on digital literacy which is evident in student orientation, ongoing communication with students/families, and the content of online courses.

TITLE II, PART A

Professional Growth and Improvement

ESSA SECTION 2102(b)(2)(B)

Provide a description of the LEA's systems of professional growth and improvement, such as induction for teachers, principals, or other school leaders and opportunities for building the capacity of teachers and opportunities to develop meaningful teacher leadership.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pivot Charter School supports a wide variety of professional development opportunities for its teachers, principal equivalents, other school leaders, and instructional support staff. Examples of offerings include induction programs, credential programs, advanced degree programs and related coursework, conferences, workshops, and seminars. Many professional development opportunities are focused on the unique needs of various students such as foster youth, homeless youth, English Learners, socioeconomically disadvantaged students, and students with exceptional needs. Federal Title II funding allows Pivot to expand its professional learning opportunities and increase the quality and effectiveness of its instructional staff and leadership.

All new teachers with preliminary credentials are provided opportunities to participate in state approved teacher induction programs with experienced Pivot Charter School teachers as mentors. The school funds the induction program for new teachers and also provides stipends to teachers who serve as induction mentors.

Teachers are encouraged to pursue additional credentials, whether in additional subject areas or in administrative leadership. The school also supports instructional staff members and school leaders who pursue advanced degrees through masters and doctoral programs.

Pivot Charter School facilitates attendance at conferences, workshops, and seminars for its instructional staff and school leaders, especially for events that have an instructional and/or leadership focus. Title II funds support registration costs and eligible travel expenses for these professional learning activities.

Pivot's systems of professional growth and improvement are designed to build the capacity of instructional staff and school leaders. Consequently, these systems are intended to improve the performance of students by providing them access to effective high quality instruction.

Prioritizing Funding

ESSA SECTION 2102(b)(2)(C)

Provide a description of how the LEA will prioritize funds to schools served by the agency that are implementing comprehensive support and improvement activities and targeted support and improvement activities under Section 1111(d) and have the highest percentage of children counted under Section 1124(c).

THIS ESSA PROVISION IS ADDRESSED BELOW:

N/A

The LEA is a single charter school, so there is no option of allocating funds to more than one school. The single charter school will receive all Title II funds regardless of CSI or ATSI status.

Data and Ongoing Consultation to Support Continuous Improvement

ESSA SECTION 2102(b)(2)(D)

Provide a description of how the LEA will use data and ongoing consultation described in Section 2102(b)(3) to continually update and improve activities supported under this part.

THIS ESSA PROVISION IS ADDRESSED BELOW:

Pivot Charter School's professional development activities under Title II are closely tied to, and heavily influenced by, activities conducted under Title I Part A and Title IV Part A. These related activities support the needs of socioeconomically disadvantaged students as well as students who struggle for various other reasons. Title II funds greatly increase Pivot's ability to train staff members in strategies to address the unique needs of these students.

Pivot Charter School consults with educational partners to identify areas of need which may drive professional development plans. Students, parents/guardians, community partners, and other partner organizations are provided with opportunities for feedback regarding students' access to high quality instruction, the effectiveness of Pivot's instructional staff, and recommendations to improve Pivot's programs and the development of Pivot's instructional staff. Surveys are conducted at least annually.

Student data is used to identify areas of need to address with professional development for staff members. Data may demonstrate needs at the schoolwide level or for particular groups of students. If needs are identified for student subgroups, professional development plans can be tailored to increase staff knowledge of, and ability to address, the particular needs of those subgroups. Data sources used for this purpose include, but are not limited to: attendance and chronic absenteeism rates, graduation rates, suspension and expulsion rates, course completion rates, annual state testing scores, and internal benchmark assessment scores. Data is evaluated at least annually.

Pivot Charter School administration gathers feedback from staff members including teachers, principal equivalents, other school leaders, and instructional support staff such as paraprofessionals and specialized instructional support personnel regarding their experiences with professional development opportunities provided by the school. Pivot administration takes all suggestions for improvement into consideration, and makes adjustments accordingly to systems of professional growth and improvement. Pivot's instructional staff members are consulted at least annually.

Instructional staff performance data is used to identify areas of need for professional development. Performance evaluations are conducted to evaluate the quality and effectiveness of teachers, administrators, school leaders, and other instructional staff members. These evaluations are reviewed at least annually to determine whether educators are improving in their skills and abilities. Instructional staff and other school leaders have targeted professional development plans created based on the results of their performance reviews.

TITLE IV, PART A

Title IV, Part A Activities and Programs

ESSA SECTION 4106(e)(1)

Describe the activities and programming that the LEA, or consortium of such agencies, will carry out under Subpart 1, including a description of:

(A) any partnership with an institution of higher education, business, nonprofit organization, community-based organization, or other public or private entity with a demonstrated record of success in implementing activities under this subpart;

(B) if applicable, how funds will be used for activities related to supporting well-rounded education under Section 4107;

(C) if applicable, how funds will be used for activities related to supporting safe and healthy students under Section 4108;

(D) if applicable, how funds will be used for activities related to supporting the effective use of technology in schools under Section 4109; and

(E) the program objectives and intended outcomes for activities under Subpart 1, and how the LEA, or consortium of such agencies, will periodically evaluate the effectiveness of the activities carried out under this section based on such objectives and outcomes.

THIS ESSA PROVISION IS ADDRESSED BELOW:

For the 2025-26 year, Pivot Charter School plans to transfer all of its funds from Title IV, Part A to Title I, Part A pursuant to Section 5102 of the Every Student Succeeds Act (ESSA). Pivot Charter School transferred all of its funds from Title IV, Part A to Title I, Part A for the 2024-25 year and plans to continue making such transfers in future fiscal years.

Pivot Charter School developed its application for federal funds in consultation with educational partner groups and in response to identified needs of students, families, and the school as a whole. Various types of data were collected and used to monitor progress toward current LCAP goals and to identify new areas of need. Pivot's most recent LCAP goals are related to engagement, access, college and career programs, and academic progress. Actions related to each goal are funded primarily with state and local funds, and federal funds are used to supplement these efforts.

Federal funds are primarily used to increase supports for struggling students, particularly those who are socioeconomically disadvantaged. Many of these supports are incorporated into Pivot's Multi-Tiered Systems of Support (MTSS) and are targeted to ensure equal access, increase meaningful engagement, close achievement gaps, and improve student progress toward mastering content standards.

The school does not formally partner with institutions of higher education. However, Pivot Charter School does facilitate concurrent enrollment at local community colleges, and the school has many courses and programs designed to prepare high school students for colleges and careers. The school's Career Technical Education (CTE) programs promote exploration of aptitudes and career possibilities, and provide educational pathways that help students transition successfully to college and career programs after graduation from high school.

Providing a well-rounded education to students is incredibly important to Pivot. Curricular offerings include a wide variety of non-core courses such as art, music, fashion, computer science, gaming, agriculture, marketing, and graphic design. Students are encouraged to broaden their educational horizons and to explore many different curricular areas. Pivot also includes community service in its curricular offerings. Students who are struggling and subsequently involved in the MTSS process sometimes find that a renewed focus on elective coursework sparks their interest and motivation. One successful strategy of the MTSS team is to cultivate the student's passion and interest in education by temporarily shifting the focus to elective coursework. Students sometimes find they can increase their motivation and engagement when they deem the topic of study to be less intimidating than certain traditional core courses.

Federal funds support the employment of the Director of Student Support Systems and the MTSS team by funding these positions' compensation and benefits. Members of the MTSS team direct academic counseling/advising for struggling students going through the MTSS process and promote engagement in a wide variety of educational disciplines that align with students' interests and college/career goals.

Health and safety is a high priority. Pivot staff take pride in developing meaningful relationships with their students and families, and these high quality relationships enable Pivot to promote student wellness effectively. The expanded MTSS services funded with federal revenues include increased follow up regarding student safety, nutrition, counseling, and other wellness resources.

Federal funds support the employment of the Director of Student Support Systems and the MTSS team by funding these positions' compensation and benefits. Members of the MTSS team consult with school staff and parents/guardians regarding the health and safety of students going through the MTSS process, and provide resources to students and families to address identified areas of concern.

Technology is a key component of Pivot's educational programs. Much of the coursework is completed online, and it is crucial for students to have access to computers and internet. The MTSS process includes an evaluation of each student's access to technology, and the MTSS team may recommend additional technological tools and devices for the school to loan to the student. Pivot is committed to closing the digital divide and ensuring equal access to technology for all students, regardless of socioeconomic status.

Federal funds support the employment of the Director of Student Support Systems and the MTSS team by funding these positions' compensation and benefits. Members of the MTSS team oversee technological access evaluations for struggling students and coordinate with other school personnel to ensure students have access to the technological tools they need in order to engage in their course work appropriately and effectively.

The effectiveness of activities carried out under federal programs will be evaluated at least annually. Metrics for student access, engagement, and progress will be reviewed to determine whether improvements are occurring. If needed, activities will be modified to address areas of concern. In general, effectiveness of programs and activities will be evaluated each spring and updates will be reflected in the annual LCAP adopted in June. Pivot is devoted to providing an equitable education of high quality to all students, regardless of background or circumstances, and will ensure annual plans reflect goals and actions designed to achieve this aim.

Objectives for Pivot Charter School's Title IV program are as follows:

- Objective 1: Improve conditions for learning by addressing the health and safety of struggling students
- Objective 2: Promote a broad course of study and encourage engagement in educational disciplines that align with students' interests and college/career goals
- Objective 3: Ensure equal access to technological resources so that all students can engage appropriately and effectively

Metrics to be evaluated and intended outcomes are as follows:

- Student and parent/guardian surveys: survey responses rating the health and safety of students should increase if Objective 1 is being adequately met.
- Course enrollment and completion rates: Effective progress on Objective 2 would be indicated by increased enrollment rates for CTE courses/pathways, elective courses, and concurrent enrollment in local community college courses
- Loan rates for materials, student and parent/guardian surveys: Increased rates of materials check-out to students are expected to be linked to the successful achievement of Objective 3. Survey responses regarding access to technology should also improve, with a corresponding decrease in the number of students reporting lack of consistent access to technological devices.

2025-26 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Pivot Charter School Riverside	Jayna Gaskell Executive Director	jgaskell@pivotcharter.org 530-636-4362

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home

- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA's Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.

- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and

- The number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at https://www.cde.ca.gov/ds/ad/tamo.asp.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2022-23	9.8	79.2%	17.7%	0.0%	0.0%	3.1%	0.0%	0.0%

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0%

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)
In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. **Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

   Rating Scale (lowest to highest):
   1 - Exploration and Research Phase
   2 - Beginning Development
   3 - Initial Implementation
   4 - Full Implementation
   5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

2. **Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	

3. **Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education				4		
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts				4		
World Language				4		

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				4	
Identifying the professional learning needs of individual teachers				4	
Providing support for teachers on the standards they have not yet mastered				4	

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: [1]

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):

   1 – Exploration and Research
   2 – Beginning Development
   3 – Initial Implementation
   4 – Full Implementation
   5 – Full Implementation and Sustainability

4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.

5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	5
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	5
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Building relationships is at the core of Pivot Charter School. Our goal at Pivot is to use these relationships to transform student's experience in education. Training for Pivot staff centers on building consensus and culture around the belief that developing meaningful relationships with students and their entire support team is the most impactful action an educator can take. Pivot also focuses on helping our educators to continually develop tools to support in fostering these relationships. Teachers communicate weekly with parents and meet each month with the parents and students. Feedback from parents and guardians consistently highlights the strong relationships that staff are able to build with their students and families. These relationships are built with constant and honest communication, as well as trust, respect, and flexibility in how education is delivered to the students. This year, Pivot has tried a new initiative for family engagement - Family Homerooms. Pivot also developed a more user-friendly family Handbook and an asynchronous version of the Family training, which doubled participation.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

Pivot Charter School is working on getting more communications and documents translated into languages other than English. Many Spanish-speaking families are assigned a Spanish-speaking Educational Coordinator but not all are, so it's important that communication is always provided in the primary language as quickly as possible, whether it be in written or verbal form. Additionally, several staff development sessions have focused on themes of diversity, equity, and inclusion (DEI). A focus area has been increasing awareness of diverse backgrounds and identities, with the aim of improving the cultural inclusivity of relationships between families and school staff. Additionally, Pivot is creating a Community Liaison position to support in connecting families to local resources and better understanding their needs.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

Recently, Pivot Charter School designated specialized Educational Coordinators for underrepresented families. Many students who were identified as homeless or foster youth, along with students who were identified as English Learners, were assigned an Educational Coordinator that has knowledge and skills that could most benefit these groups. Pivot will continue to build off of these positions so that families of these underrepresented students can build a stronger relationship on understanding and trust. Pivot has launched a new program called Pivot P.R.I.D.E. that is focused on building culture and community for all students. This includes a monthly inclusive "caregiver" newsletter that provides a school-to-community connection surrounding Pivot's core values and actionable steps that caregivers can take to support their students outside of school. These outreach efforts include various resources and Spanish translation.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	4
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	4
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	4

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

This year, Pivot has worked to expand communication and collaboration between entire student teams. These teams may include combinations of the following: the student, parents or guardians, other family members that support the student, general education teachers, an administrator, special education teachers, school counselors, education advocates, and/or social workers. Pivot knows that when all educational partners are on the same page and working as a team to support the student, outcomes improve. Through group texts, emails, and meetings Pivot teachers and staff communicate regularly to student teams about progress and areas of need to support improved student outcomes. Expectations related to the independent study program are communicated to student's teams prior to enrollment, during enrollment, and after enrollment. Student teams meet at minimum once per month to discuss the student's progress. Educational Coordinators (general education teachers) meet with students weekly, at minimum, to discuss the student's progress. In addition to regular meetings, focused SST (Student Support Team) meetings are often scheduled with students identified through Pivot's Multi-Tiered System of Support (MTSS) process. These additional meetings bring together the student's team to help support the student who may be struggling in Pivot's independent study program.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

In the past school year, the LEA developed a staff training focused specifically on the philosophies related to the connection between partnerships and student outcomes. This effort will be continued through the development of instructional materials and shared resources around the best practices in this area. Administrators will continue to take an active role in supporting teachers during the Student Support Team process. Furthermore, systems will be put in place to facilitate teacher self-assessment, shared goal setting, observations and feedback between administrators and teachers. The LEA will also continue to improve communication and outreach efforts in order to increase the level of partner engagement.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

The LEA will improve engagement of underrepresented families in partnerships by expanding the members of a student's team to include their English Language Development teacher and Community Liaison, where applicable. The LEA will also continue to expand the connection of multilingual Educational Coordinators to families that can benefit from a teacher who speaks their home language. Parent/Guardian support will also be expanded in an ongoing skills program in multiple languages.

Pivot Charter School will also seek ways to improve how families can be provided with information and resources to support student learning and development in the home. Especially in an independent study program, it is essential that families thoroughly know how they can support their students. Communication is often directed toward the student first, and parents or guardians second, but addressing it as a team approach earlier upon enrollment at the school can make students feel vastly more supported in their education.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	3
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	3
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	3
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	3

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

Pivot works to engage families and student's teams primarily through the regular communication by Educational Coordinators (general education teachers), which typically includes all members of a student's team on a weekly and sometimes daily basis. Pivot also communicates through Parentsquare, a schoolwide communication system that uses email, phone and text. To keep students and families/guardians aware of school events, policies, and to ask for their feedback through surveys. Parents also have the ability to attend every Governing Board meeting from the comfort of their own home through the online live feed of every Board meeting. Or, if they are unable to access the technology to do so, they may attend at the school site where staff will facilitate the streaming of the Governing Board meeting and allow for anyone to participate. However, regardless of the multiple ways Pivot provides for families and partners to engage with the decision making, very few engage. We have low survey response rates and minimal participation in Governing Board meetings.

Families attend their students meeting with teachers so we continue to rely on these meetings for primary feedback and communication. This year, Pivot has tried a new initiative for family engagement - Family Homerooms. Pivot also developed a more user-friendly family Handbook and an asynchronous version of the Family training, which doubled participation.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

The LEA has struggled to engage students, families, and/or guardians in input for decision making, due to low engagement at the many events planned for their participation, including Governing Board meetings. The LEA needs to focus on local communication from teachers when disseminating surveys rather than school wide technology to elicit greater participation.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

The LEA will improve by sending out more regular surveys for feedback, instead of feedback being limited to the end of the year. The LEA did create monthly sessions for parents, guardians, or other team members to attend continued training for supporting their students and to provide input on program needs.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction
LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and

- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

A local climate survey of Pivot Charter School students and parents was conducted. Results were generally positive, with 78.9% of students indicating they felt connected and included at Pivot, 68.4% of students indicating that their teachers and other adults at Pivot know and understand them, and 83.1% of students indicated that they feel successful at Pivot.

Unduplicated students
81.5% indicated that they feel connected and included at Pivot
70.2% indicated that their teachers or other adults at Pivot know/understand them
87.4% indicated that they feel successful at Pivot

Special education students
73.6% indicated that they feel connected and included at Pivot
71.7% indicated that their teachers or other adults at Pivot know/understand them
81.1% indicated that they feel successful at Pivot

Students who are in both unduplicated and special education subgroups:
80.6% indicated that they feel connected and included at Pivot
77.4% indicated that their teachers or other adults at Pivot know/understand them
87.1% indicated that they feel successful at Pivot

Students in neither the unduplicated nor the special education subgroups:
78.1% indicated that they feel connected and included at Pivot
65.6% indicated that their teachers or other adults at Pivot know/understand them
76.6% indicated that they feel successful at Pivot

Parents and guardians were also surveyed, with 100% indicating that they were satisfied with Pivot Charter School and 90.63% indicating that they were satisfied with the curriculum.

Parents and guardians of unduplicated students:
100% indicated that they were satisfied with Pivot Charter School
100% indicated that they were satisfied with the curriculum

Parents and guardians of special education students:
100% indicated that they were satisfied with Pivot Charter School
100% indicated that they were satisfied with the curriculum

Parents and guardians of students in both unduplicated and special education subgroups
100% indicated that they were satisfied with Pivot Charter School
100% indicated that they were satisfied with the curriculum

Parents and guardians of students in neither the unduplicated nor the special education subgroups:
87.5% indicated that they were satisfied with Pivot Charter School
87.5% indicated that they were satisfied with the curriculum

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Overall, the data shows that families and students are satisfied with their experience at Pivot Charter School. One area of need is for improvement was in the area of social and emotional development and counseling. There were no meaningful conclusions to draw from the disaggregated data by student group. Another area of need is overall participation in the survey. This year, we moved the form to ParentSquare and saw improvement over previous surveys. We hope to send the survey a few months earlier to collect more input. We also hope to see increased participation in our Family Homerooms next year, which started for the first year.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

The 23-24 school year was the first year of implementation of Pivot P.R.I.D.E., a program across all Pivot campuses with the goal of improved culture and climate along with explicit Social Emotional Learning targets. This program includes the development of Pivot core values that are streamlined for best student and community understanding using the letters of PRIDE. Each month of the school year focused on a different letter/value which is also connected to a Social-Emotional Learning key competency. For example in September the focus will be PERSEVERANCE and the SEL competency of Self-Awareness. Throughout the month there will be weekly homeroom lessons focused on the related SEL skills delivered by Educational Coordinators, monthly fun pep rallies around the core value led by the MTSS/counseling team, and challenges that students will participate in throughout the month to earn badges and positive recognition. Each month resources will also be sent to student's caregivers extending the work being done at school. There will also be increased on-campus events and opportunities through Pivot P.R.I.D.E., in addition to the virtual events such as pep rallies and homerooms. In the coming school year, we will continue building supports for student-identified areas of need including tiered asynchronous lessons and supports, site-based SEL warm-ups and mini lessons, small groups led by counselors, as well as additional collaboration around student safety and discipline as a part of the Pivot P.R.I.D.E. program. Additionally, we plan to continue fostering and promoting a student-led ASB group to build student buy-in and engagement around clubs and events.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

The metrics and tools that the LEA will be using to track the extent to which all students have access to a broad course of study will be our updated course library, as well as our internal recommended course list for concurrent enrollment. The LEA will measure the extent to which students are enrolled in a broad course of study by examining the number of students who enroll in each course and the number of students who go on to complete those courses. We will also examine the number of students engaged in concurrent enrollment. Each of these metrics will be broken out to show grade spans, unduplicated student groups, and individuals with exceptional needs.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

Pivot offers a blended learning program for elementary, middle, and high school. Students access courses online, including electives and remediation.

Elementary students can attend optional on-site programs where teachers supplement the online curriculum with projects and group activities. Parental involvement is crucial, as regular home support is essential for student success.

Middle and high school also have optional on-site programs with workshops, clubs, and electives led by credentialed teachers. These programs enrich the online learning experience, but are not mandatory.

Pivot prioritizes student choice. Students can access courses from anywhere with internet. The school provides laptops at the resource center and loans them to students in need. Pivot even encourages high schoolers to explore concurrent enrollment at community colleges.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

Elementary students face the biggest hurdle if they lack parental support while attending online classes. Training is provided, but some parents underestimate the commitment needed for independent learning. By providing additional training and increasing parental involvement, elementary students can engage more in a board course in study by finding more success in their core courses, having the ability to take elective courses, or increasing participation in our on-site program.

Middle schoolers often prioritize core subjects, leading to lower elective enrollment. Resource center visits and field trips offer enrichment, but those who don't participate might miss out. Core remediation can also limit elective choices. By improving supports in core courses, middle student students with have more bandwidth to participate in broader course of study and activities.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

To ensure equitable access, our LEA eliminated previous self-selected graduation paths, establishing a single, A-G pathway that encourages advanced math and science courses for all students. Simultaneously, we provide targeted interventions and supportive courses for struggling and credit-deficient students. We have also established strong partnerships with the local community college, and have seen student participation double in the last two years in taking and completing college courses. We are exploring diverse curricula to enhance content accessibility and developing more on-site courses to boost student engagement.To ensure equitable access, our LEA eliminated previous self-selected graduation paths, establishing a single, A-G pathway that encourages advanced math and science courses for all students. Simultaneously, we provide targeted interventions and supportive courses for struggling and credit-deficient students. We have also established strong partnerships with the local community college, and have seen student participation double in the last two years in taking and completing college courses. We are exploring diverse curricula to enhance content accessibility and developing more on-site courses to boost student engagement.

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					

Coordinating Services	1	2	3	4	5
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

A0706549

CERTIFICATE OF AMENDMENT TO ARTICLES OF INCORPORATION OF ROADS EDUCATION, INC.

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

AUG 31 2010

The undersigned certify that:

1. They are the ~~president~~ CHAIRMAN OF THE BOARD and the secretary, respectively, of Roads Education, Inc., a California nonprofit public benefit corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is Roads Education Organization.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The corporation has no members.

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

Date: Aug 27, 2010

James R. Lewis, ~~President~~ CHAIRMAN OF THE BOARD

Glenn Southard, 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.

SEP - 9 2010 LE

Date: _____

Debra Bowen

DEBRA BOWEN, Secretary of State

3214169

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

JUN 11 2009

Debra Bowen

DEBRA BOWEN
Secretary of State

3214169

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 09 2009

ARTICLES OF INCORPORATION
OF
ROADS EDUCATION, INC.
(A California Nonprofit Public Benefit Corporation)

I.

The name of the Corporation shall be Roads Education, Inc.

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 public charter schools.

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
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: 6/9/09

/s/ Kimberly Rodriguez
Kimberly Rodriguez, Incorporator



BYLAWS
OF
ROADS EDUCATION ORGANIZATION

(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1. NAME. The name of this Corporation is Roads Education Organization.

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 in Butte County 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 public charter schools. 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. 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 association that is organized and operated exclusively for educational, public or charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3), 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.

ARTICLE VI
CORPORATIONS WITHOUT MEMBERS

Section 1. CORPORATIONS WITHOUT MEMBERS. The Corporation shall have no members within the meaning of the Nonprofit Corporation Law.

ARTICLE VII
BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit 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 in California from one location to another; cause the Corporation to be qualified to conduct its activities in California.

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; and alter the forms of the seal.

Section 3. DESIGNATED DIRECTORS . All directors, except for a representative appointed by a chartering authority, 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 of Directors shall consist of no more than seven (7) and at least five (5) directors unless changed by amendment to these bylaws. All directors shall have full voting rights, including any representative appointed by a chartering authority as consistent with Education Code Section 47604(c). If a chartering authority appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members.

In addition to the number of directors otherwise prescribed by these bylaws, the Board may also include a pupil member pursuant to Education Code Section 47604.2, with limited voting rights set by statute.

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 currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. The Board may adopt other policies circumscribing potential conflicts of interest.

Section 5. DIRECTORS' TERM. The first term of office served by a director shall be two (2) years in length. All subsequent terms shall be four (4) years in length. Directors shall serve until the expiration of their term, unless otherwise removed from office in accordance with these bylaws, and until a successor director has been designated and qualified.

Section 6. NOMINATIONS OF CANDIDATES. Qualified candidates shall be nominated for designation to the Board of Directors either by a Nominations Committee or, at the discretion of the Board, by the Chairman of the Board. If a Nominations Committee shall be

utilized for the nomination of Board candidates, the Chairman of the Board of Directors or, if none, the Vice Chairman will appoint a committee to designate qualified candidates for designation to the Board of Directors at least thirty (30) days before the date of any designation of directors. The nominating committee shall make its report at least seven (7) days before the date of the designation or at such other time as the Board of Directors may set. The Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by either the nominating committee or the Chairman of the Board.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. No Corporation funds may be expended to support a Board nominee.

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 Corporation Law, Part 2, Chapter 2, Article 3; (c) the increase of the authorized number of directors; and (d) the failure of the directors, at any meeting at which any director or directors are to be designated, to designate the number of directors required to be designated at such meeting.

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 Executive Director, 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 designate 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, except for a representative appointed by a chartering authority, may be removed, with or without cause, by the vote of the 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 such removal are given 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). A representative appointed by a chartering authority may be removed without cause by the chartering authority or with the written consent of the chartering authority. 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, except for a representative appointed by a chartering authority, 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 affirmative vote of a majority of the directors then in office at a regular or

special meeting of the Board, or (c) a sole remaining director. A vacancy in the seat of a representative of a chartering authority shall be filled by the chartering authority.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any director being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. The Board of Directors shall meet within the physical boundaries of the county in which the greatest number of pupils enrolled in the charter schools managed by the Corporation reside. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act. A two-way teleconference location shall be established at each schoolsite and each resource center. The Board of Directors or its designee shall audio record, video record, or both, all the Board meetings and post the recordings on each charter school's internet website.

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 Brown Act.

The Board of Directors shall meet annually for the purpose of organization, election of officers, adoption of the regular Board meeting schedule, 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 noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. The Board shall adopt a regular Board meeting schedule at the annual Board meeting. The regular Board meeting schedule may be revised as necessary by the Board of Directors. At least 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. The Chairman of the Board shall have the authority to reschedule a regular meeting as necessary to establish a quorum of directors.

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 a majority of the Board of Directors. If a Chairman of the Board has not been elected then the Vice Chairman is authorized to call a special meeting in place of the Chairman of the Board. 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. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner:

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 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, the place, 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 directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance, based upon the presence of a quorum. Should there be fewer than a majority of the directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS[1]. 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 physical boundaries of the county in which the greatest number of pupils enrolled in the charter schools managed by the Corporation reside;;

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, shall be listed on the agenda, and members of the public shall be provided with an

[1] Pursuant to Government Code Section 54953, the Corporation may use teleconferencing without complying with the requirements of paragraphs (a), (c), and (d) if the Corporation complies with the requirements of Section 54953(e).

opportunity to address the Board of Directors directly at each teleconference location;[2]

e. Members of the public must be able to hear what is said during the meeting; and

f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.[3]

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. 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 the Brown Act.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors may not receive compensation for their services as directors or officers and may only receive such reimbursement of expenses, as the Board of Directors may establish by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

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 directors to serve at the pleasure of the Board. Only committees comprised solely of directors may exercise delegated authority of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. 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. Fill vacancies on the Board of Directors or any committee of the Board;

b. Amend or repeal bylaws or adopt new bylaws;

c. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal; or

d. Create any other committees of the Board of Directors or appoint the members of committees of the Board.

The Board may also create one or more advisory committees composed of directors and

[2] 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.

[3] The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

non-directors. It is the intent of the Board to encourage the participation and involvement of faculty, staff, parents, students and administrators through attending and participating in open committee meetings. The Board may establish, by resolution adopted by a majority of the directors then in office, advisory committees to serve at the pleasure of the Board.

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. 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 Corporation 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.

Section 27. COMPLIANCE WITH CONFLICTS OF INTEREST LAWS. The Charter School and the Board shall comply with applicable conflict of interest laws, including the Political Reform Act and California Government Code Section 1090, et seq. ("Government Code Section 1090"), as said chapter may be modified by subsequent legislation.

ARTICLE VIII
OFFICERS OF THE CORPORATION

Section 1. OFFICES HELD. The officers of this Corporation shall be a President, who shall be known as the Executive Director, a Secretary, and a Chief Financial Officer who shall be known as the Chief Business Officer. The Corporation, at the Board's direction, may also have a Chairman of the Board, one or more Vice-Chairman, 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 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 Business Officer may serve concurrently as either the Executive Director 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.

Section 4. APPOINTMENT OF OTHER OFFICERS. The Board of Directors may appoint and authorize the Chairman of the Board, the Executive Director, 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. 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 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. EXECUTIVE DIRECTOR. 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, the Executive Director 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 Executive Director shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. SECRETARY. 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; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each Board member present for each action taken.

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 BUSINESS OFFICER. The Chief Business 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 Business 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 Business 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 Executive Director, Chairman of the Board, if any, and the Board, when requested, an account of all transactions as Chief Business Officer and of the financial condition of the Corporation; and (d) have such other powers and perform such other duties as the Board or the bylaws may require.

If required by the Board, the Chief Business 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 Business 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 comply with Government Code Section 1090.

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 unless all of the requirements in the Roads Education Organization Conflict of Interest Code and the applicable conflict of interest laws have been fulfilled.

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; 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. INDEMNIFICATION. To the fullest extent permitted by law, this Corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the Corporation by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII
INSURANCE

Section 1. INSURANCE. This Corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director's, officer's, employee's, or agent's status as such.

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. 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 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. The Corporation shall comply with Corporations Code section 6322.

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 make any provisions of these Bylaws inconsistent with the Corporation's Articles of Incorporation, or any laws.

ARTICLE XIX
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 the Roads Education Organization, a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of the Corporation as adopted by the Board of Directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

_____

_____,Secretary

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ROADS EDUCATION ORGANIZATION
CONFLICT-OF-INTEREST CODE

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

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

APPENDIX A

DESIGNATED POSITIONS

Designated Positions	Disclosure Category
Executive Director	1, 2
Financial Consultant/Business Manager	1, 2
Chief Business Officer	1, 2
Director of Special Education	3
Director of Curriculum, Instruction and Assessment	3
Director of Human Resources	3
Director of Student Services	3
Members of the Board of Directors	1, 2
Legal Counsel	1, 2
Consultants/New positions	*

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

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

APPENDIX B
DISCLOSURE CATEGORIES

Category 1
Designated positions assigned to this category must report:

a. Interests in real property that are located in whole or in part within a two-mile radius:
   - of any school district or county office of education that has authorized a Roads' charter school, or
   - of any facility utilized by a Roads' charter school, or
   - of a proposed site for a Roads' facility.

b. Investments and business positions in business entities, and sources of income (including gifts, loans, and travel payments)of the type that engage in the purchase or sale of real property or are engaged in building construction or design.

Category 2
Designated positions assigned to this category must report:

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

Category 3
Designated positions assigned to this category must report:

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

4864-7160-5878, v. 4

Pivot Charter Schools

Board of Directors


James R. Lewis


Tom Halvorsen


Ralph Holmes


Patricia E. Martel


Steve Siegel


Executive Director
Jayna Gaskell


Regional Director
Craig Hobart

- **Site Administrators**
  - **EC's/ Aides**


Enrollment Specialist
Shannon Mallory

- **Enrollment Team**


Director of Curriculum Instruction & Assessment
Abigail Titus

- **Program & Attendance Clerk**
- **Systems & Technology Coordinator**
- **Data Coordinator**


Curriculum Coordinator
Julianne Cochran

- **Graders**


Academic Counselor
Luis Portilla

- **Registrar**


Director of Student Support Programs
Kristen Poitras

- **ELD Teacher**
- **Intervention Specialist**
  - **Attendance & Data Clerk/ Admin Asst**


Community Liaison
Ana Martinez


Executive Assistant
Rachel Angeles


Director of Student Services
Kareen Poulsen

- **Nurses**


Director of Special Education
Carol Castro Ballard

- **Ed Psychologists, Contract Services**
- **Counselors**
- **ES's/ Aides**


Chief Business Officer
Liz Jones

- **Accounts Payable & Logistics**


Director of Human Resources
Brittany Daugherty

- **Admin Asst**

Pivot-Riverside-NEW
Multi-year Projection
As of Select above FY2026

	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31
SUMMARY					
Revenue					
LCFF Entitlement	2,376,713	2,458,688	2,540,136	2,622,365	2,687,922
Federal Revenue	84,366	84,366	84,366	84,366	84,366
Other State Revenues	266,974	267,205	267,436	267,669	267,669
Local Revenues	10,000	10,000	10,000	10,000	10,000
Fundraising and Grants	1,000	1,000	1,000	1,000	1,000
Total Revenue	**2,739,053**	**2,821,259**	**2,902,938**	**2,985,400**	**3,050,957**
Expenses					
Compensation and Benefits	1,935,164	2,003,666	2,075,073	2,149,541	2,227,235
Books and Supplies	115,750	119,223	122,800	126,484	130,278
Services and Other Operating Expenditures	620,850	638,489	656,683	675,467	702,341
Depreciation	3,016	3,016	3,016	754	-
Other Outflows & Amortization	-	-	-	-	-
Total Expenses	**2,674,780**	**2,764,393**	**2,857,571**	**2,952,246**	**3,059,854**
Net Income	**64,273**	**56,866**	**45,366**	**33,154**	**(8,898)**
Fund Balance					
Beginning Balance (Unaudited)	577,577	641,850	698,716	744,083	777,237
Audit Adjustment					
Beginning Balance (Audited)	577,577	641,850	698,716	744,083	777,237
Net Income	64,273	56,866	45,366	33,154	(8,898)
Ending Fund Balance	**641,850**	**698,716**	**744,083**	**777,237**	**768,339**
Total Revenue Per ADA	16,570	17,068	17,562	18,060	18,457
Total Expenses Per ADA	16,181	16,723	17,287	17,860	18,511
Net Income Per ADA	389	344	274	201	(54)
Fund Balance as a % of Expenses	24%	25%	26%	26%	25%

Pivot-Riverside-NEW

Multi-year Projection

As of Select above FY2026

	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31
Key Assumptions					
Enrollment Breakdown					
K	7	7	7	7	7
1	7	7	7	7	7
2	7	7	7	7	7
3	7	7	7	7	7
4	7	7	7	7	7
5	7	7	7	7	7
6	10	10	10	10	10
7	21	21	21	21	21
8	21	21	21	21	21
9	24	24	24	24	24
10	24	24	24	24	24
11	24	24	24	24	24
12	24	24	24	24	24
Total Enrolled	**190**	**190**	**190**	**190**	**190**
ADA %					
K-3	87.0%	87.0%	87.0%	87.0%	87.0%
4-6	87.0%	87.0%	87.0%	87.0%	87.0%
7-8	87.0%	87.0%	87.0%	87.0%	87.0%
9-12	87.0%	87.0%	87.0%	87.0%	87.0%
Average ADA %	**87.0%**	**87.0%**	**87.0%**	**87.0%**	**87.0%**
ADA					
K-3	24	24	24	24	24
4-6	21	21	21	21	21
7-8	37	37	37	37	37
9-12	84	84	84	84	84
Total ADA	**165**	**165**	**165**	**165**	**165**

Pivot-Riverside-NEW
Multi-year Projection
As of Select above FY2026

		Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31
REVENUE						
LCFF Entitlement						
8011	Charter Schools General Purpose Entitlement - State Aid	1,849,244	1,931,219	2,012,667	2,094,896	2,160,453
8012	Education Protection Account Entitlement	33,060	33,060	33,060	33,060	33,060
8096	Charter Schools in Lieu of Property Taxes	494,409	494,409	494,409	494,409	494,409
	SUBTOTAL - LCFF Entitlement	**2,376,713**	**2,458,688**	**2,540,136**	**2,622,365**	**2,687,922**
Federal Revenue						
8181	Special Education - Entitlement	27,550	27,550	27,550	27,550	27,550
8291	Title I	41,284	41,284	41,284	41,284	41,284
8292	Title II	5,532	5,532	5,532	5,532	5,532
8294	Title IV	10,000	10,000	10,000	10,000	10,000
	SUBTOTAL - Federal Revenue	**84,366**	**84,366**	**84,366**	**84,366**	**84,366**
Other State Revenue						
8381	Special Education - Entitlement (State	151,668	151,668	151,668	151,668	151,668
8382	Mental Health	13,772	13,772	13,772	13,772	13,772
8550	Mandated Cost Reimbursements	6,737	6,968	7,199	7,432	7,432
8560	State Lottery Revenue	61,118	61,118	61,118	61,118	61,118
8590	All Other State Revenue	-	-	-	-	-
8591	Prop 28 Arts & Music in Schools	33,680	33,680	33,680	33,680	33,680
	SUBTOTAL - Other State Revenue	**266,974**	**267,205**	**267,436**	**267,669**	**267,669**
Local Revenue						
8660	Interest	10,000	10,000	10,000	10,000	10,000
	SUBTOTAL - Local Revenue	**10,000**	**10,000**	**10,000**	**10,000**	**10,000**
Fundraising and Grants						
8801	Donations - Parents	1,000	1,000	1,000	1,000	1,000
	SUBTOTAL - Fundraising and Grants	**1,000**	**1,000**	**1,000**	**1,000**	**1,000**
TOTAL REVENUE		**2,739,053**	**2,821,259**	**2,902,938**	**2,985,400**	**3,050,957**

Pivot-Riverside-NEW
Multi-year Projection
As of Select above FY2026

		Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31
EXPENSES						
Compensation & Benefits						
Certificated Salaries						
1100	Teachers Salaries	556,995	573,705	590,916	608,644	626,903
1148	Teacher - Special Ed	200,026	206,026	212,207	218,573	225,131
1150	Teacher - Grader	65,488	67,453	69,477	71,561	73,708
1300	Certificated Supervisor & Administrator Salaries	193,771	199,584	205,571	211,739	218,091
1930	Other Cert - Counselor	144,596	148,934	153,402	158,004	162,744
1980	Nurse	7,842	8,077	8,319	8,569	8,826
	SUBTOTAL - Certificated Salaries	**1,168,718**	**1,203,779**	**1,239,893**	**1,277,089**	**1,315,402**
Classified Salaries						
2100	Classified Instructional Aide Salaries	64,520	66,456	68,449	70,503	72,618
2300	Classified Supervisor & Administrator Salaries	31,357	32,298	33,267	34,265	35,293
2400	Classified Clerical & Office Salaries	173,834	179,049	184,420	189,953	195,651
	SUBTOTAL - Classified Salaries	**269,711**	**277,802**	**286,136**	**294,720**	**303,562**
Employee Benefits						
3100	STRS	214,718	221,159	227,794	234,628	241,667
3300	OASDI-Medicare-Alternative	40,341	41,551	42,798	44,082	45,404
3400	Health & Welfare Benefits	212,602	229,611	247,980	267,818	289,243
3500	Unemployment Insurance	6,100	6,100	6,100	6,100	6,100
3600	Workers Comp Insurance	17,808	18,342	18,892	19,459	20,043
3900	Other Employee Benefits	5,167	5,322	5,481	5,646	5,815
	SUBTOTAL - Employee Benefits	**496,735**	**522,084**	**549,044**	**577,732**	**608,272**
Books & Supplies						
4100	Curriculum	53,874	55,490	57,155	58,870	60,636
4315	Custodial Supplies	1,194	1,230	1,267	1,305	1,344
4325	Instructional Materials & Supplies	4,179	4,305	4,434	4,567	4,704
4330	Office Supplies	1,791	1,845	1,900	1,957	2,016
4345	Non Instructional Student Materials & Supplies	4,216	4,342	4,472	4,606	4,745

Pivot-Riverside-NEW

Multi-year Projection

As of Select above FY2026

		Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31
4352	SPED Supplies	2,388	2,460	2,534	2,610	2,688
4410	Classroom Furniture, Equipment & Supplies	5,341	5,501	5,666	5,836	6,011
4420	Computers: individual items less than $5k	36,827	37,932	39,070	40,242	41,449
4430	Non Classroom Related Furniture, Equipment & Supplies	597	615	633	652	672
4433	TS Produced Materials	2,651	2,731	2,813	2,897	2,984
4710	Student Food Services	1,605	1,653	1,702	1,753	1,806
4720	Other Food	1,088	1,121	1,154	1,189	1,225
	SUBTOTAL - Books and Supplies	**115,750**	**119,223**	**122,800**	**126,484**	**130,278**
Services & Other Operating Expenses						
5210	Conference Fees	1,364	1,405	1,448	1,491	1,536
5215	Travel - Mileage, Parking, Tolls	1,762	1,815	1,869	1,925	1,983
5220	Travel and Lodging	22,232	22,899	23,586	24,293	25,022
5225	Travel - Meals & Entertainment	1,760	1,813	1,867	1,923	1,981
5300	Dues & Memberships	597	615	633	652	672
5305	Dues & Membership - Professional	4,354	4,485	4,619	4,758	4,901
5450	Insurance - General Liability	27,850	29,521	31,292	33,170	35,160
5510	Utilities - Gas and Electric	4,428	4,560	4,697	4,838	4,983
5515	Janitorial, Gardening Services & Supplies	11,463	11,807	12,161	12,526	12,902
5520	Security	4,605	4,743	4,885	5,032	5,183
5525	Utilities - Waste	108	111	114	118	121
5530	Utilities - Water	1,919	1,976	2,035	2,097	2,159
5605	Equipment Leases	6,334	6,524	6,720	6,921	7,129
5610	Rent	113,710	117,121	120,634	124,253	127,981
5615	Repairs and Maintenance - Building	9,585	9,873	10,169	10,474	10,788
5625	Storage	1,791	1,845	1,900	1,957	2,016
5803	Accounting Fees	8,467	8,721	8,983	9,253	9,530
5805	Administrative Fees	1,791	1,845	1,900	1,957	2,016
5809	Banking Fees	202	208	215	221	228
5812	Business Services	55,954	55,954	55,954	55,954	74,976
5815	Consultants - Instructional	1,126	1,159	1,194	1,230	1,267
5820	Consultants - Non Instructional - Custom 1	18,005	18,545	19,102	19,675	20,265
5824	District Oversight Fees	23,767	24,587	25,401	26,224	26,879
5830	Field Trips Expenses	2,100	2,163	2,228	2,295	2,363
5833	Fines and Penalties	580	597	615	633	652

Pivot-Riverside-NEW

Multi-year Projection

As of Select above FY2026

		Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30	Year 6 2030-31
5836	Fingerprinting	597	615	633	652	672
5845	Legal Fees	8,597	8,855	9,120	9,394	9,676
5848	Licenses and Other Fees	1,791	1,845	1,900	1,957	2,016
5851	Advertising Costs	13,658	14,068	14,490	14,924	15,372
5853	TS Marketing & Student Recruiting	26,178	26,963	27,772	28,605	29,463
5857	Payroll Fees	1,028	1,059	1,090	1,123	1,157
5858	Home Office Fees	53,060	54,401	55,789	57,226	47,345
5860	Printing and Reproduction	1,194	1,230	1,267	1,305	1,344
5863	Professional Development	5,796	5,970	6,149	6,334	6,524
5869	Special Education Contract Instructors	110,160	113,465	116,869	120,375	123,986
5872	SELPA Admin Fee	8,133	8,377	8,628	8,887	9,154
5875	Staff Recruiting	775	798	822	847	872
5877	Student Activities	3,582	3,690	3,800	3,914	4,032
5878	Student Assessment	2,106	2,169	2,234	2,301	2,370
5881	Student Information System	28,719	29,581	30,468	31,382	32,324
5887	Technology Services	8,364	8,615	8,873	9,139	9,413
5896	TS Online Communications Management	12,520	12,895	13,282	13,681	14,091
5910	Communications - Internet / Website Fees	1,865	1,921	1,979	2,038	2,099
5915	Postage and Delivery	3,675	3,785	3,899	4,016	4,136
5920	Communications - Telephone & Fax	3,201	3,297	3,396	3,498	3,603
	SUBTOTAL - Services & Other Operating Exp.	**620,850**	**638,489**	**656,683**	**675,467**	**702,341**
Depreciation Expense						
6900	Depreciation	3,016	3,016	3,016	754	-
	SUBTOTAL - Depreciation Expense	**3,016**	**3,016**	**3,016**	**754**	**-**
Other Outflows & Amortization						
	SUBTOTAL - Other Outflows & Amortization	**-**	**-**	**-**	**-**	**-**
TOTAL EXPENSES		**2,674,780**	**2,764,393**	**2,857,571**	**2,952,246**	**3,059,854**

Pivot Charter School Riverside

Prepared by EdTec, Pivot Charter School Riverside consultant.

The attached budget projection is based on the historical actual costs of operating Pivot Charter School Riverside. Assumptions that are being used to create the analysis are based on historical financial data and future estimates of revenues and cost of living adjustments as provided by School Services of California and the State of California Dept. of Finance.

Revenues

Enrollment Assumptions:

Grade Level	2026-27 Year 1	2027-28 Year 2	2028-29 Year 3	2029-30 Year 4	2030-31 Year 5
K-3	28	28	28	28	28
4-6	24	24	24	24	24
7-8	42	42	42	42	42
9-12	96	96	96	96	96
Total	**190**	**190**	**190**	**190**	**190**

Average daily attendance is projected at 87%.

Demographic information is estimated based on current reporting:

Unduplicated Count: 63%

Pivot Charter School calculates general unrestricted revenues (LCFF) using the FCMAT LCFF calculator. The table below shows the annual COLA applied to the budget (based on California Dept. of Finance projections), EPA rate per ADA, in-lieu property tax rate per ADA, and the LCFF average entitlement per ADA.

LCFF Implementation	**FY 2027 Year 1**	**FY 2028 Year 2**	***FY 2029 Year 3***	***FY 2030 Year 4***	***FY 2031 Year 5***
Annual COLA (DOF)	3.02%	3.42%	3.31%	3.24%	2.50%
In-Lieu of Property Tax per ADA	$2,991	$2,991	$2,991	$2,991	$2,991
EPA per ADA	$200	$200	$200	$200	$200
LCFF Entitlement per ADA	$14,378	$14,874	$15,367	$15,864	$16,261

Pivot is a member of the El Dorado County Charter SELPA. State special education rate for 26-27 is projected at $917.53 per ADA and federal IDEA at $145 per prior year enrollment.

State Lottery revenues are projected at $354 per ADA based on School Services of California projections.

Expenses

Expense assumptions have been increased for inflation. Inflation is assumed at 3% for each of the five years of the budget. Below is a summary of the major expense categories and the underlying assumptions.

Salaries and Benefits

Salaries and hourly pay rates are based on Pivot's pay scales. Compensation costs are projected to increase at the same rate as inflation. Pivot will offer health benefits for all full-time staff members. The average expected cost of health benefits is $12,320 per employee in 2026-27 and grows at 8% each year. The school will participate in STRS with the state recommended contribution rates for all years. All classified employees will participate in Social Security. All employees will participate in Medicare.

Summary of the school's staffing in 2026-27:

Budget Code	Riverside Staffing	FTE
1100	Certificated Teachers	7.62
1148	Certificated Special Ed Teachers	2.75
1150	Certificated Grader	1.43
1300	Certificated Administrators	1.54
1930	Certificated Counselor	1.66
1980	Certificated Nurse	.04
2100	Classified Instructional Aides	1.80
2300	Classified Administrators	.32
2400	Classified Clerical/Office	2.61

Books & Supplies

Pivot is budgeting books and supplies based on historical expenditures, accounting for any enrollment growth and inflation accordingly. Curriculum and computer supplies comprise the majority of expenses in this category.

Services and Operating Expenses

Pivot has budgeted services and other operating expenses based on historical performance, accounting for enrollment growth and inflation. The major expenditures in this category include facility lease, repairs and maintenance, and special education contractors.

Pivot plans to continue to lease its facilities for the term of the charter with a 3% budgeted increase each year.

Per the current agreement with the district/county, Pivot will pay 1% of general-purpose revenues for oversight.

Pivot will continue to use a back-office service provider to support financial and operational needs of the school. Services include accounts payable, accounting, budgeting and finance, payroll, and student data management. The cost for these services is estimated at $56K in 2026-27.

Contingencies and Reserves

In each fiscal year the school plans to maintain a positive fund balance and operating reserve. In general Pivot has taken a conservative approach to the budgeted expenses. Fund balances average 27% of budgeted expenditures over the five-year forecast.

Cash Flow

Pivot Riverside has built cash reserves which average 78 days of cash on hand in year one and grow to an average of 93 days of cash on hand in year five. This ensures Pivot's ability to meet its obligations and maintain the robust program throughout the budget period.

Pivot-Riverside-NEW
Monthly Cash Forecast
As of Select above FY2026

	2026-27 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**589,945**	**506,356**	**508,522**	**523,488**	**521,804**	**535,825**	**548,079**	**548,284**	**583,318**	**622,434**	**640,002**	**672,717**		
REVENUE														
LCFF Entitlement	92,462	122,127	234,026	205,985	205,985	214,250	205,985	205,985	243,914	201,041	201,041	209,306	2,376,713	34,609
Federal Revenue	-	-	-	-	14,204	-	-	14,204	-	13,775	14,204	-	84,366	27,979
Other State Revenue	3,954	11,538	11,538	17,604	17,604	24,342	17,604	32,884	17,604	17,604	32,884	17,604	266,974	44,209
Other Local Revenue	833	833	833	833	833	833	833	833	833	833	833	833	10,000	-
Fundraising & Grants	-	-	100	100	100	100	100	100	100	100	100	100	1,000	-
TOTAL REVENUE	**97,250**	**134,498**	**246,497**	**224,522**	**238,726**	**239,525**	**224,522**	**254,006**	**262,452**	**233,353**	**249,062**	**227,843**	**2,739,053**	**106,797**
EXPENSES														
Certificated Salaries	15,265	42,564	111,089	111,089	111,089	111,089	111,089	111,089	111,089	111,089	111,089	111,089	1,168,718	-
Classified Salaries	15,023	24,243	23,044	23,044	23,044	23,044	23,044	23,044	23,044	23,044	23,044	23,044	269,711	-
Employee Benefits	44,690	30,548	46,008	44,178	43,873	43,873	46,313	44,178	44,178	42,204	42,204	24,487	496,735	-
Books & Supplies	22,626	21,790	23,510	10,706	9,933	9,905	2,870	2,865	2,865	2,865	2,865	2,951	115,750	-
Services & Other Operating Expenses	28,956	33,401	49,685	44,790	44,367	46,960	48,602	45,396	49,761	44,184	44,746	66,846	620,850	73,157
Capital Outlay & Depreciation	251	251	251	251	251	251	251	251	251	251	251	251	3,016	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**126,810**	**152,798**	**253,587**	**234,059**	**232,558**	**235,123**	**232,170**	**226,824**	**231,189**	**223,637**	**224,199**	**228,669**	**2,674,780**	**73,157**
Operating Cash Inflow (Outflow)	**(29,560)**	**(18,300)**	**(7,090)**	**(9,537)**	**6,168**	**4,402**	**(7,647)**	**27,182**	**31,263**	**9,716**	**24,862**	**(826)**	**64,273**	**33,640**
Accounts Receivable	46,798	54,093	14,204	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	251	251	251	251	251	251	251	251	251	251	251	251		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(59,568)	(1,616)	-	-	-	-	-	-	-	-	-	-		
Summer Holdback	(41,511)	(32,262)	7,601	7,601	7,601	7,601	7,601	7,601	7,601	7,601	7,601	7,601		
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**506,356**	**508,522**	**523,488**	**521,804**	**535,825**	**548,079**	**548,284**	**583,318**	**622,434**	**640,002**	**672,717**	**679,743**		

Pivot-Riverside-NEW
Monthly Cash Forecast
As of Select above FY2026

	2027-28 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**679,743**	**587,829**	**583,514**	**597,668**	**595,706**	**609,485**	**621,652**	**621,700**	**656,674**	**695,592**	**713,188**	**745,913**		
REVENUE														
LCFF Entitlement	96,561	126,225	241,404	213,362	213,362	221,627	213,362	213,362	251,292	208,418	208,418	216,683	2,458,688	34,609
Federal Revenue	-	-	-	-	14,204	-	-	14,204	-	13,775	14,204	-	84,366	27,979
Other State Revenue	3,954	11,538	11,538	17,604	17,604	24,572	17,604	32,884	17,604	17,604	32,884	17,604	267,205	44,209
Other Local Revenue	833	833	833	833	833	833	833	833	833	833	833	833	10,000	-
Fundraising & Grants	-	-	100	100	100	100	100	100	100	100	100	100	1,000	-
TOTAL REVENUE	**101,349**	**138,596**	**253,875**	**231,900**	**246,104**	**247,133**	**231,900**	**261,384**	**269,830**	**240,731**	**256,440**	**235,221**	**2,821,259**	**106,797**
EXPENSES														
Certificated Salaries	15,723	43,841	114,422	114,422	114,422	114,422	114,422	114,422	114,422	114,422	114,422	114,422	1,203,779	-
Classified Salaries	15,473	24,971	23,736	23,736	23,736	23,736	23,736	23,736	23,736	23,736	23,736	23,736	277,802	-
Employee Benefits	47,793	32,341	48,210	46,380	46,075	46,075	48,515	46,380	46,380	44,356	44,356	25,222	522,084	-
Books & Supplies	23,305	22,444	24,215	11,027	10,231	10,202	2,956	2,951	2,951	2,951	2,951	3,040	119,223	-
Services & Other Operating Expenses	29,724	34,309	51,171	46,126	45,691	48,361	50,052	46,750	51,253	45,500	46,079	68,364	638,489	75,108
Capital Outlay & Depreciation	251	251	251	251	251	251	251	251	251	251	251	251	3,016	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**132,270**	**158,157**	**262,005**	**241,942**	**240,405**	**243,047**	**239,932**	**234,490**	**238,992**	**231,216**	**231,795**	**235,034**	**2,764,393**	**75,108**
Operating Cash Inflow (Outflow)	**(30,921)**	**(19,561)**	**(8,131)**	**(10,042)**	**5,699**	**4,086**	**(8,032)**	**26,894**	**30,837**	**9,515**	**24,645**	**187**	**56,866**	**31,688**
Accounts Receivable	42,705	49,888	14,204	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	251	251	251	251	251	251	251	251	251	251	251	251		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(61,193)	(1,664)	-	-	-	-	-	-	-	-	-	-		
Summer Holdback	(42,756)	(33,230)	7,829	7,829	7,829	7,829	7,829	7,829	7,829	7,829	7,829	7,829		
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**587,829**	**583,514**	**597,668**	**595,706**	**609,485**	**621,652**	**621,700**	**656,674**	**695,592**	**713,188**	**745,913**	**754,180**		

Pivot-Riverside-NEW
Monthly Cash Forecast
As of Select above FY2026

	2028-29 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**754,180**	**657,706**	**650,819**	**663,795**	**661,206**	**674,394**	**686,122**	**685,667**	**720,236**	**758,610**	**775,891**	**808,285**		
REVENUE														
LCFF Entitlement	100,633	130,298	248,734	220,693	220,693	228,958	220,693	220,693	258,622	215,749	215,749	224,014	2,540,136	34,609
Federal Revenue	-	-	-	-	14,204	-	-	14,204	-	13,775	14,204	-	84,366	27,979
Other State Revenue	3,954	11,538	11,538	17,604	17,604	24,803	17,604	32,884	17,604	17,604	32,884	17,604	267,436	44,209
Other Local Revenue	833	833	833	833	833	833	833	833	833	833	833	833	10,000	-
Fundraising & Grants	-	-	100	100	100	100	100	100	100	100	100	100	1,000	-
TOTAL REVENUE	**105,421**	**142,669**	**261,205**	**239,230**	**253,434**	**254,694**	**239,230**	**268,714**	**277,160**	**248,061**	**263,770**	**242,551**	**2,902,938**	**106,797**
EXPENSES														
Certificated Salaries	16,195	45,156	117,854	117,854	117,854	117,854	117,854	117,854	117,854	117,854	117,854	117,854	1,239,893	-
Classified Salaries	15,938	25,720	24,448	24,448	24,448	24,448	24,448	24,448	24,448	24,448	24,448	24,448	286,136	-
Employee Benefits	51,131	34,259	50,549	48,719	48,414	48,414	50,854	48,719	48,719	46,643	46,643	25,978	549,044	-
Books & Supplies	24,004	23,117	24,942	11,358	10,538	10,508	3,045	3,039	3,039	3,039	3,039	3,131	122,800	-
Services & Other Operating Expenses	30,516	35,243	52,704	47,505	47,056	49,806	51,548	48,147	52,790	46,859	47,456	69,930	656,683	77,123
Capital Outlay & Depreciation	251	251	251	251	251	251	251	251	251	251	251	251	3,016	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**138,034**	**163,747**	**270,748**	**250,135**	**248,561**	**251,282**	**248,001**	**242,459**	**247,102**	**239,095**	**239,692**	**241,593**	**2,857,571**	**77,123**
Operating Cash Inflow (Outflow)	**(32,613)**	**(21,078)**	**(9,543)**	**(10,905)**	**4,873**	**3,412**	**(8,770)**	**26,255**	**30,058**	**8,966**	**24,078**	**959**	**45,366**	**29,674**
Accounts Receivable	42,705	49,888	14,204	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	251	251	251	251	251	251	251	251	251	251	251	251		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(62,778)	(1,721)	-	-	-	-	-	-	-	-	-	-		
Summer Holdback	(44,039)	(34,227)	8,064	8,064	8,064	8,064	8,064	8,064	8,064	8,064	8,064	8,064		
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**657,706**	**650,819**	**663,795**	**661,206**	**674,394**	**686,122**	**685,667**	**720,236**	**758,610**	**775,891**	**808,285**	**817,559**		

Pivot-Riverside-NEW
Monthly Cash Forecast
As of Select above FY2026

	2029-30 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**817,559**	**716,145**	**706,453**	**717,986**	**714,520**	**726,870**	**737,910**	**736,706**	**770,630**	**808,214**	**824,941**	**856,762**		
REVENUE														
LCFF Entitlement	104,745	134,409	256,135	228,093	228,093	236,358	228,093	228,093	266,023	223,149	223,149	231,414	2,622,365	34,609
Federal Revenue	-	-	-	-	14,204	-	-	14,204	-	13,775	14,204	-	84,366	27,979
Other State Revenue	3,954	11,538	11,538	17,604	17,604	25,036	17,604	32,884	17,604	17,604	32,884	17,604	267,669	44,209
Other Local Revenue	833	833	833	833	833	833	833	833	833	833	833	833	10,000	-
Fundraising & Grants	-	-	100	100	100	100	100	100	100	100	100	100	1,000	-
TOTAL REVENUE	**109,532**	**146,780**	**268,606**	**246,631**	**260,835**	**262,328**	**246,631**	**276,115**	**284,561**	**255,462**	**271,170**	**249,952**	**2,985,400**	**106,797**
EXPENSES														
Certificated Salaries	16,681	46,511	121,390	121,390	121,390	121,390	121,390	121,390	121,390	121,390	121,390	121,390	1,277,089	-
Classified Salaries	16,416	26,491	25,181	25,181	25,181	25,181	25,181	25,181	25,181	25,181	25,181	25,181	294,720	-
Employee Benefits	54,722	36,311	53,035	51,205	50,900	50,900	53,340	51,205	51,205	49,076	49,076	26,758	577,732	-
Books & Supplies	24,724	23,811	25,690	11,698	10,854	10,823	3,136	3,131	3,131	3,131	3,131	3,225	126,484	-
Services & Other Operating Expenses	31,332	36,204	54,287	48,928	48,466	51,299	53,093	49,590	54,376	48,263	48,878	71,547	675,467	79,203
Capital Outlay & Depreciation	63	63	63	63	63	63	63	63	63	63	63	63	754	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**143,937**	**169,391**	**279,645**	**258,466**	**256,854**	**259,656**	**256,203**	**250,560**	**255,345**	**247,103**	**247,718**	**248,164**	**2,952,246**	**79,203**
Operating Cash Inflow (Outflow)	**(34,404)**	**(22,610)**	**(11,039)**	**(11,835)**	**3,981**	**2,671**	**(9,572)**	**25,555**	**29,216**	**8,359**	**23,453**	**1,788**	**33,154**	**27,593**
Accounts Receivable	42,705	49,888	14,204	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	63	63	63	63	63	63	63	63	63	63	63	63		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(64,417)	(1,778)	-	-	-	-	-	-	-	-	-	-		
Summer Holdback	(45,360)	(35,254)	8,306	8,306	8,306	8,306	8,306	8,306	8,306	8,306	8,306	8,306		
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**716,145**	**706,453**	**717,986**	**714,520**	**726,870**	**737,910**	**736,706**	**770,630**	**808,214**	**824,941**	**856,762**	**866,919**		

Pivot-Riverside-NEW
Monthly Cash Forecast
As of Select above FY2026

	2030-31 Actuals & Forecast													
	Jul Forecast	**Aug** Forecast	**Sep** Forecast	**Oct** Forecast	**Nov** Forecast	**Dec** Forecast	**Jan** Forecast	**Feb** Forecast	**Mar** Forecast	**Apr** Forecast	**May** Forecast	**Jun** Forecast	**Forecast**	**Remaining Balance**
Beginning Cash	**866,919**	**758,155**	**743,414**	**750,540**	**743,242**	**751,799**	**758,962**	**754,059**	**784,388**	**818,241**	**831,467**	**859,769**		
REVENUE														
LCFF Entitlement	108,023	137,687	262,035	233,993	233,993	242,258	233,993	233,993	271,923	229,049	229,049	237,314	2,687,922	34,609
Federal Revenue	-	-	-	-	14,204	-	-	14,204	-	13,775	14,204	-	84,366	27,979
Other State Revenue	3,954	11,538	11,538	17,604	17,604	25,036	17,604	32,884	17,604	17,604	32,884	17,604	267,669	44,209
Other Local Revenue	833	833	833	833	833	833	833	833	833	833	833	833	10,000	-
Fundraising & Grants	-	-	100	100	100	100	100	100	100	100	100	100	1,000	-
TOTAL REVENUE	**112,810**	**150,058**	**274,506**	**252,531**	**266,735**	**268,228**	**252,531**	**282,015**	**290,461**	**261,362**	**277,071**	**255,852**	**3,050,957**	**106,797**
EXPENSES														
Certificated Salaries	17,181	47,906	125,031	125,031	125,031	125,031	125,031	125,031	125,031	125,031	125,031	125,031	1,315,402	-
Classified Salaries	16,908	27,286	25,937	25,937	25,937	25,937	25,937	25,937	25,937	25,937	25,937	25,937	303,562	-
Employee Benefits	58,587	38,507	55,678	53,848	53,543	53,543	55,983	53,848	53,848	51,664	51,664	27,560	608,272	-
Books & Supplies	25,466	24,525	26,460	12,049	11,179	11,148	3,231	3,224	3,224	3,224	3,224	3,322	130,278	-
Services & Other Operating Expenses	33,305	38,316	57,032	51,519	51,043	53,960	55,808	52,200	57,121	50,835	51,467	79,762	702,341	69,973
Capital Outlay & Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other Outflows	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENSES	**151,446**	**176,540**	**290,139**	**268,384**	**266,733**	**269,620**	**265,990**	**260,241**	**265,162**	**256,691**	**257,324**	**261,612**	**3,059,854**	**69,973**
Operating Cash Inflow (Outflow)	**(38,636)**	**(26,482)**	**(15,633)**	**(15,853)**	**2**	**(1,392)**	**(13,458)**	**21,774**	**25,299**	**4,671**	**19,746**	**(5,760)**	**(8,898)**	**36,824**
Accounts Receivable	42,705	49,888	14,204	-	-	-	-	-	-	-	-	-		
Other Current Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Fixed Assets	-	-	-	-	-	-	-	-	-	-	-	-		
Accounts Payable	-	-	-	-	-	-	-	-	-	-	-	-		
Other Current Liabilities	(66,113)	(1,836)	-	-	-	-	-	-	-	-	-	-		
Summer Holdback	(46,720)	(36,312)	8,555	8,555	8,555	8,555	8,555	8,555	8,555	8,555	8,555	8,555		
Deferred Revenue	-	-	-	-	-	-	-	-	-	-	-	-		
Ending Cash	**758,155**	**743,414**	**750,540**	**743,242**	**751,799**	**758,962**	**754,059**	**784,388**	**818,241**	**831,467**	**859,769**	**862,563**		

CERTIFICATION OF COMPLETE CHARTER PETITION:

Education Code Section 47605(b)

A charter petition is deemed received by the governing board of the school district on the day the petitioner submits a petition to the district office, along with a signed certification that the petitioner deems the petition to be complete. The following certification is submitted in compliance with Education Code Section 47605(b).

No later than 60 days after receiving a petition, the governing board of the school district shall hold a public hearing on the provisions of the charter. Following review of the petition and the public hearing, the governing board of the school district shall either grant or deny the charter within 90 days of receipt of the petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension.

Certification

By signing below, I certify as follows:

1. That I am the authorized representative of Pivot Charter School Riverside, and that I am competent and qualified to certify to the facts herein;

2. That, as the authorized representative, I have personal knowledge of the facts forming the basis of this certification;

3. That I make this certification for purposes of Education Code Section 47605(b) only; and

4. That I deem the charter petition to be complete.

Name: Jayna Gaskell, Lead Petitioner

Charter School: Pivot Charter School Riverside

Signature: Jayna Gaskell Date: 01/19/2026

California
Charter Schools
Association

1107 9th Street, Suite 200 | Sacramento, CA 95814
p 916-448-0995 | f 916-415-1093 | www.ccsa.org

November 3, 2025

Superintendent Dr. Edwin Gomez
Board President Kim Cousins
Riverside County Office of Education
3939 13th St
Riverside, CA 92501

Dear Superintendent Dr. Gomez, Board President Cousins, and Trustees:

Re: Support for Pivot Charter School, Riverside Charter Renewal

I hope this letter finds you well. I am writing this letter in support of Pivot Charter School Riverside charter renewal which has been providing a flexible and personalized approach to education for families in Riverside and authorized by Riverside County Office of Education since 2018.

Pivot Charter School Riverside is classified as a 'middle' performing charter school by the California Department of Education during its most recent track publication in March 2025. Under Education Code 47607(c), this designation qualifies the school for a renewal term of up to **five years**. We firmly believe Pivot Charter School Riverside meets all legal requirements for renewal by the Pivot Charter School Riverside. Throughout the renewal process, the school has demonstrated a commitment to collaboration, working closely with district staff, families, stakeholders, and leveraging resources available through CCSA.

Middle Performing schools are eligible for a **5-year renewal term** under the Default Renewal Standard. Renewal of these schools is presumptive, meaning it is generally granted unless **all three** of the following written findings are made:

- The school has failed to meet or make sufficient progress toward meeting standards that benefit the pupils of the school.
- Closure of the charter school is in the best interest of the pupils.
- The decision to deny renewal gives greater weight to performance on academic measures such as English Language Arts (ELA), Math, College/Career readiness, and English Learner Progress, as specified in EC §47607.2(b)(2) and EC § 47607(c)(3)

Pivot Riverside continues to serve a diverse population of students seeking a nontraditional learning environment, and its performance data demonstrates measurable academic growth and engagement across multiple indicators:

- English Language Arts (ELA): The school's Distance from Standard (DFS) improved from -14 in 2023 to -27 in 2024, reflecting consistency and strong student participation.

California
Charter Schools
Association

1107 9th Street, Suite 200 | Sacramento, CA 95814
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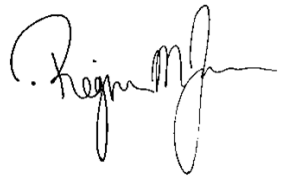
- Mathematics: While challenges remain in math (-77 in 2023 and -84 in 2024), Pivot Riverside continues to outperform state averages for socioeconomically disadvantaged students.
- College and Career Readiness (CCI): Pivot Riverside achieved a positive +3 point rating, signaling strength in preparing students for postsecondary pathways.
- Socioeconomically Disadvantaged Students: In 2024, this subgroup scored -61 in ELA and -11 in Math — the latter performing above the state average, demonstrating effective support for historically underserved students.

Pivot Riverside's personalized learning model, flexible scheduling, and focus on re-engaging disconnected youth make it a critical educational option in Riverside County. The school's ongoing collaboration with CCSA and RCOE staff underscores its commitment to continuous improvement and student-centered outcomes.

As the board considers Pivot Riverside's renewal petition, we urge you to recognize the school's strong compliance record, consistent engagement outcomes, and continued academic progress aligned with the Middle Track renewal standard.

Thank you for your time and consideration. If you have any questions or need further clarification about the renewal, please do not hesitate to contact me at rjackson@ccsa.org.

Respectfully,



Reginea M Jackson
Associate Director of Local Advocacy
California Charter Schools Association

October 1, 2025

Jayna Gaskell
Executive Director
700 North Main Street
Corona, CA 92878

Sent via Email

Re: Pivot Charter School Riverside – CDS # 33-10330-0137836

To whom it may concern,

Pivot Charter School Riverside has been a member of the El Dorado County Charter SELPA since July 2018. Pivot Charter School Riverside is a member in good standing and has demonstrated the commitment and capacity to function as a LEA for special education services.

Please contact me if you have any questions.

Sincerely,



Ginese Quann
Assistant Superintendent

GQ:lc

cc: Dr. Edwin Gomez, County Superintendent of Schools, Riverside County Office of Education

UC RIVERSIDE UNIVERSITY OF CALIFORNIA

Recreation Programs
Student Recreation Center
900 University Avenue
Riverside, CA 92521-0406

October 16th, 2025

To Whom It May Concern,

As a representative of UCR Recreation, I am pleased to offer my support for Pivot Charter School Riverside as they seek renewal of their charter through the Riverside County Office of Education.

Over the past year, our team had the opportunity to collaborate with Pivot Charter School through the Wellness Fair. Working alongside Pivot staff and students, we witnessed firsthand their commitment to fostering a positive, inclusive, and student-centered learning environment. The school's dedication to serving students who may not thrive in traditional educational settings, particularly those navigating academic, social, or emotional challenges, is evident in both their program structure and the caring approach of their team.

Pivot's blended learning model, paired with robust academic and emotional support systems, empowers students to learn at their own pace while remaining connected to dedicated educators and counselors. It is a thoughtful, student-driven model that clearly meets the needs of many youth in the Riverside community.

Our experience working in collaboration with Pivot Charter School Riverside has been incredibly positive. The staff at Pivot are collaborative, mission-driven, and genuinely invested in student success.

UCR Recreation values our partnership with Pivot Charter School Riverside, and we are proud to support their continued service to students and families throughout the region.

Sincerely,

Carl F. Dugdale

Assistant Director Youth Programs

University of California, Riverside

LAND: 951-827-0179

CERTIFICATION OF COMPLETE MATERIAL REVISION OF THE CHARTER PETITION:

Education Code Section 47605(b)

A charter material revision petition is deemed received by the governing board of the school district on the day the petitioner submits a material revision petition to the district office, along with a signed certification that the petitioner deems the material revision petition to be complete. The following certification is submitted in compliance with Education Code Section 47605(b).

No later than 60 days after receiving a material revision petition, the governing board of the school district shall hold a public hearing on the provisions of the charter. Following review of the material revision petition and the public hearing, the governing board of the school district shall either grant or deny the material revision within 90 days of receipt of the material revision petition, provided, however, that the date may be extended by an additional 30 days if both parties agree to the extension.

Certification

By signing below, I certify as follows:

1. That I am the authorized representative of Pivot Charter School Riverside, and that I am competent and qualified to certify to the facts herein;

2. That, as the authorized representative, I have personal knowledge of the facts forming the basis of this certification;

3. That I make this certification for purposes of Education Code Section 47605(b) only; and

4. That I deem the charter petition to be complete.

Name: Jayna Gaskell, Lead Petitioner

Charter School: Pivot Charter School Riverside

Signature: Jayna Gaskell Date: 11/16/2026