



**Staff Report
Appeal Regarding Renewal Petition
SCALE Leadership Academy - East
June 9, 2026**

Part I. Executive Summary: Staff Report for SCALE Leadership Academy - East

School Overview			
Charter Organization:	SCALE Academy, Inc.	Current Grades Served:	TK-12
Current Authorizer & District Boundary	Palo Verde Unified School District	Current Authorized Grades:	TK-12
Year Opened:	2018	Current Enrollment:	1400
Previous Renewal Year(s):	N/A	Term Expiration:	June 30, 2026

I. Background

SCALE Academy, Inc. operates SCALE Leadership Academy – East (“SCALE” or “Charter School”), a TK-12, nonclassroom-based charter school currently authorized by the Palo Verde Unified School District (“PVUSD”) for a term expiring on June 30, 2026.

On January 20, 2026, SCALE submitted its renewal petition to PVUSD. On March 5, 2026, PVUSD, via letter to SCALE, asserted that SCALE operates a site outside the district boundaries at 1880 Compton Avenue, Corona, California, within the Corona-Norco Unified School District (“CNUSD”) boundaries (the “Corona Site”), and that SCALE did not obtain approval in writing from CNUSD to continue operating the Corona Site prior to submitting its renewal petition to PVUSD, pursuant to Education Code section 47605, subdivision (a)(5)(A). (See Attachment A) On that basis, PVUSD declined to consider SCALE’s renewal petition until SCALE provided evidence of written prior approval from CNUSD.

On April 1, 2026, SCALE submitted a renewal petition (“Renewal Petition”) to the Riverside County Board of Education (“County Board”) appealing PVUSD’s decision not to process the Renewal Petition, and by extension, not to grant a renewal to the Charter

School. On May 6, 2026, the County Board held a public hearing regarding the Renewal Petition. On June 24, 2026, the County Board will hold a public hearing at which time it will either grant or deny the Renewal Petition.

Riverside County Office of Education (“RCOE”) Review Team and legal counsel have reviewed the Renewal Petition for compliance with the requirements of the Charter Schools Act (the “Act”), Ed. Code §§ 47600, et seq., including any new legal requirements applicable to charter schools since SCALE’s original petition was granted by PVUSD in 2018. This report contains the analysis and proposed findings of fact related to the Renewal Petition for County Board consideration, including Review Team’s analysis of whether SCALE appropriately addressed any changes in the law since its last petition approval.

II. Legal Standards and Renewal Options for Board Action

Charter School Geographic Location Requirements

In 2020, Assembly Bill (“AB”) 1507 eliminated an exception that allowed a nonclassroom-based charter school to operate a resource center, meeting space, or other satellite facility outside of the boundaries of its authorizing district. Since that time, charter schools are only permitted to establish facilities, including satellite facilities, within the jurisdiction of the district in which the charter school is located. (Ed. Code, § 47605.1, subd. (c)(1).) Since AB 1507 took effect, charter schools with an existing facility outside the boundaries of their authorizer have been permitted to continue to operate said facilities in another school district’s boundaries until their next renewal. However, upon renewal, in order to continue operating a facility outside the boundaries of the authorizing school district that was pre-existing at the time AB 1507 took effect, before submitting the request for the renewal of the charter petition, a charter school must “first obtain approval in writing from the school district where the resource center, meeting space, or other satellite facility is operating.” (Ed. Code, § 47605.1, subd. (c)(5)(A).) Additionally, since January 1, 2020, a charter school may only establish its facilities within the boundaries of its authorizer and with the authorizer’s written approval. (Ed. Code, § 47605.1, subd. (c)(8).) Therefore, any facility outside the jurisdictional boundaries of a charter school’s authorizing district that was established after 2020 is legally non-compliant upon establishment, absent some statutory exception.

Specifically, Education Code section 47605.1, subdivision (a) requires a charter school to “locate in accordance with the geographic and site limitations of this part.” Subdivision (c)(1) permits a charter school to establish *one* resource center, meeting space, or other satellite facility — and only “within the jurisdiction of the school district where the charter school is physically located.” Subdivision (c)(2) provides that, except for narrow exceptions enumerated in paragraphs (5) through (9), “a charter school shall not establish a resource center, meeting space, or other satellite facility in any other location than the one authorized in paragraph (1).” Subdivision (c)(3) further requires the charter school to

“notify the charter school’s chartering authority of the name and physical location of any resource center, meeting space, or other satellite facility operated by that charter school.”

The court in *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262, held that the geographic and site limitations of Education Code sections 47605 and 47605.1 apply to all charter schools, including nonclassroom-based independent-study charter schools. (*Id.* at 274.) Further, “the in-district geographic boundary limitation “appl[ies] to the *operation* of the charter school” including locations, such as resource centers, that provide educational support to charter school students.” (*Sweetwater Union High School Dist. v. Julian Union Elementary School Dist.* (2019) 36 Cal.App.5th 970, 990, citing *Anderson Union High School Dist. v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262, 276; emphasis in original.) The intention behind the geographic limitations is to facilitate oversight, as operations from remote locations are unwieldy to oversee, allowing problems to persist, unnoticed. (*Sweetwater Union High School Dist. v. Julian Union Elementary School Dist.* (2019) 36 Cal. App. 5th 970; *Anderson Union High School Dist. v. Shasta Secondary Home School* (2016) 4 Cal. App. 5th 262.)

Appeal Process & Standard

In its letter dated March 5, 2026, PVUSD asserted that SCALE operates the Corona Site outside the PVUSD boundaries. For that reason, it declined to review SCALE’s petition without evidence of compliance with Education Code section 47605, subdivision (a)(5)(A)—i.e., prior written approval from CNUSD.

Education Code section 47607.5 states:

If either a school district governing board or a county board of education, as a chartering authority, *does not grant a renewal* to a charter school pursuant to Section 47607 or 47607.2, the charter school may appeal the decision pursuant to the procedures pertaining to a denial of a petition for establishment of a charter school, as provided in subdivision (k) of Section 47605 for review in accordance with Section 47607. (Emphasis added.)

Pursuant to those subdivisions, SCALE submitted its Renewal Petition to the County Board as an “appeal of the denial of its continuing charter school petition ... by Palo Verde Unified School District.”

As described above, PVUSD did not deny SCALE’s renewal petition; rather, it declined to review the petition. Whether an authorizing district’s decision to decline review of a renewal petition constitutes a “denial” under applicable law, or otherwise constitutes a decision “not [to] grant a renewal” pursuant to Education Code sections 47607 or 47607.2, is not entirely clear. Since PVUSD did not grant SCALE’s renewal petition, the County Board considers the Renewal Petition pursuant to Education Code section 47607.5.

The County Board’s review is conducted “de novo” and applies the standards governing charter renewal petitions set forth in Education Code sections 47607, 47605, and 47607.2.

Renewal Options for Board Action

The County Board has the following options:

1. Grant the Renewal Petition for a 5-year term, commencing July 1, 2026, and concluding June 30, 2031, provided that the Memorandum of Understanding between the Charter School and RCOE be adopted and/or the Petition revised to address findings and recommendations identified in the Staff Report prior to the date of commencement of the new term.
2. Deny the Renewal Petition, adopting the findings identified in the Staff Report, as findings of fact supporting legal reasons for denial.

If the County Board approves SCALE’s Renewal Petition on appeal, SCALE will be “subject to the same requirements concerning geographic location to which it would otherwise be subject if it received approval from the chartering authority to which it originally submitted its petition.” (Ed. Code, § 47605, subd. (k)(4).) Approval of SCALE’s Renewal Petition does not implicitly deem its facilities either approved or lawfully located. Since SCALE is currently authorized by PVUSD, all SCALE facilities must be located within PVUSD boundaries. That is, even under authorization on appeal by the County Board, SCALE may not operate a facility outside the boundaries of PVUSD, absent a lawful exception.

III. Chartering Authority Responsibility

Outline of Renewal Decision on Appeal

The County Board holds the authority to assess whether the findings of fact outlined in the Renewal Staff Report by RCOE substantiate approval or denial, in accordance with the criteria set forth in Education Code Sections 47605, 47607, and 47607.2.

Legal Standards for Review

Pursuant to Education Code section 47605, subdivision (k), on appeal, the County Board conducts a de novo review of the Renewal Petition, pursuant to Education Code Sections 47605, 47607, and 47607.2. The following Executive Summary is presented to the County Board to support its decision regarding the approval or denial of the charter renewal petition submitted by SCALE.

Review and Analysis

RCOE applied a standardized and evidence-based methodology to evaluate the school's eligibility for charter renewal, consistent with the requirements of EC 47605, 47607, and 47607.2(b)(1)–(3).

Pursuant to Education Code section 47607(b), “Renewals and material revisions of charters are governed by the standards and criteria described in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.”

State law further directs authorizers to determine whether a school and all pupil subgroups currently exceeds, meets, or is lower than state performance standards. For a charter school meeting state standards, Academic indicators, specifically English Language Arts and mathematics, must be afforded greater weight in this analysis. RCOE, therefore, based all determinations on verified performance data from the California School Dashboard, other publicly available data files, and multi-year student group results. Context was reviewed to support interpretation, not substituting for performance evidence.

IV. Executive Summary of Findings

As an initial matter, the petition indicates that SCALE will locate its operations, including one or more resource centers, within the boundaries of “Riverside County.” As described above, a charter school approved by a county board of education on appeal is “subject to the same requirements concerning geographic location to which it would otherwise be subject if it received approval from the chartering authority to which it originally submitted its petition.” (Educ. Code, § 47605, subd. (k)(4).) As such, if RCOE approves the Renewal Petition, SCALE must operate and locate all sites, including resources centers, meeting spaces, and other facilities, within the boundaries of PVUSD. To this end, approval must be contingent on SCALE revising the Renewal Petition to indicate that SCALE will locate and operate sites only within the boundaries of PVUSD.

Further, it appears that SCALE is operating at one or more sites that were not included in SCALE's initial petition as approved in 2018 by PVUSD, and the Review Team is not aware of any subsequent material revisions to add locations. Any site that was not previously approved by PVUSD would constitute a material revision and is therefore ineligible for approval on appeal to the County Board. As such, any action taken by the County Board to approve the Renewal Petition does not include the approval of sites not previously authorized by PVUSD.

A. Insufficient Progress Toward Standards ¹

The County Board has the authority to deny renewal of the charter petition if it determines that all of the following are true:

- The school has failed to meet or make sufficient progress toward standards; AND
- Closure is in the best interest of students; AND
- This determination requires greater weight to be provided to performance on measurements of academic performance².

This evaluation incorporates two complementary but distinct standards: (1) snapshot measures of outcomes, including standards met, and (2) longitudinal analysis that tracks the same students across grade spans.

Findings for Consideration (Academic Performance)

1. English Language Arts

A. Meets Standard: No

Consistent with EC 47607(c)(1), current Dashboard Status results were reviewed to determine whether the school meets state performance standards. English Language Arts does not meet the standard for schoolwide performance or for any student groups. Since the school does not meet standards in this core academic indicator, it does not satisfy the “meeting standards” condition. This determination is based on performance status, independent of trajectory/growth.

B. Making Sufficient Progress: No

Pursuant to EC 47607.2(b)(1)–(2), multi-year trajectories were examined to assess whether the school has made progress toward meeting academic standards. However, any claims of school-wide academic growth cannot be substantiated with reliability, as the school’s enrollment turnover rate precludes the longitudinal cohort continuity necessary for valid growth measurement. With approximately half the student population not returning year-over-year and near-complete population replacement occurring within a three-year window, there is no stable, trackable student dataset from which growth can be meaningfully inferred.

2. Mathematics

A. Meets Standard: No

Consistent with EC 47607(c)(1), current Dashboard Status results were

¹ Only applicable to middle performance category

² Education Code Section 47607.2(b)(2)

reviewed to determine whether the school meets state performance standards. Mathematics does not meet the standard for schoolwide performance or for any student groups. Since the school does not meet standards in this core academic indicator, it does not satisfy the “meeting standards” condition. This determination is based on performance status, independent of trajectory/growth.

B. Making Sufficient Progress: No

Pursuant to EC 47607.2(b)(1)–(2), multi-year trajectories were examined to assess whether the school has made progress toward meeting academic standards. However, any claims of school-wide academic growth cannot be substantiated with reliability, as the school’s enrollment turnover rate precludes the longitudinal cohort continuity necessary for valid growth measurement. With approximately half the student population not returning year-over-year and near-complete population replacement occurring within a three-year window, there is no stable, trackable student dataset from which growth can be meaningfully inferred.

3. English Language Progress

SCALE Leadership Academy has not demonstrated sufficient progress towards language proficiency for Multilingual Learners in a majority of years based on publicly available information on the California Dashboard.

The English Learner Progress Indicator (ELPI) measures the proportion of English learners making annual progress toward English proficiency. Consistent with EC 47607(c)(1), the Review Team reviewed multi-year ELPI results to determine whether the school met or made progress toward meeting state expectations for English learner development. The school’s ELPI performance reflects mixed results. Although the school met the standard in 2023 and 2024 due to an increase in the percentage of English learners demonstrating growth, this increase was followed by an 8.5% decline in students making growth along with an 11.2% increase in students decreasing at least one ELPI level in 2025. These results indicate that English learner progress is an area that is in need of comprehensive improvement, particularly given its role in evaluating equitable access to academic advancement under EC 47607(c)(3).

4. College and Career Readiness

SCALE Charter School has not demonstrated meeting standards for College/Career Readiness in most years for the All Students group and the Socioeconomically Disadvantaged student group based on publicly available data on the California Dashboard.

The College/Career Indicator (CCI) evaluates the extent to which high school students graduate prepared for postsecondary education or meaningful career pathways. In alignment with EC 47607(c)(1), the Review Team

reviewed the school's CCI results to assess whether students met state-defined preparedness benchmarks. The school's CCI outcomes demonstrate lower levels in most years. Although the school met standards in 2024 due to significant increases in students' college/career preparedness, this increase appears uncharacteristic when compared with prior and subsequent performance years on the Dashboard. The pattern suggests performance appears highly sensitive to cohort characteristics. While CCI is not weighted as heavily as the core academic indicators, it provides important context about the school's ability to support long-term student success and postsecondary readiness. Current performance suggests that the school's college and career preparation efforts are in need of targeted strengthening, and that outcomes may be highly dependent on the characteristics of each graduating cohort.

Findings for Consideration (Other Academic Indicators)

1. Graduation Rate

SCALE Leadership Academy has not demonstrated meeting standards for Graduation Rate for the Socioeconomically Disadvantaged student group.

The Graduation Rate indicator measures the proportion of students who successfully complete high school within four years. The Review Team reviewed multi-year graduation outcomes, pursuant to EC 47607(c)(1), to evaluate both current performance and progress over time. Results for Socioeconomically Disadvantaged students demonstrated mixed results, not meeting standards in a majority of years of performance on the Dashboard.

Findings for Consideration (Additional)

In addition to the concerns regarding academic performance and other academic indicators, the governance, fiscal, and program integrity concerns described below further call into question SCALE's ability to effectively educate its students, and separately render its closure in the best interest of the students, including that:

- SCALE operates two sites outside of PVUSD boundaries, contrary to the Charter Schools Act, previously undisclosed to its authorizing District and undisclosed in the charter petition;
- Approximately 200 miles separates SCALE's primary Corona facility from its authorizing district, PVUSD;

- SCALE seemingly maintains undisclosed staffing and enrollment partnerships with one or more private religious schools in Orange County;
- Public funds apportioned by the State of California appear to be directed from SCALE to the charter school founder, Lawrence Wynder's, related entities through multiple concurrent vendor and consulting arrangements totaling millions of dollars annually;
- A SCALE employee appears to hold a financial interest in a vendor contract raising potential Government Code section 1090 concerns;
- And SCALE's founder stands to receive a \$50,000 bonus payment contingent on the outcome of this renewal proceeding.

B. Not Reasonably Comprehensive

The County Board has the authority to deny renewal of the charter petition if it is not reasonably comprehensive, including if it determines that the petition has not been updated to include new legal requirements since the petition's last adoption.³

Findings for Consideration

The Renewal Petition does not incorporate all legal updates enacted since its last renewal, and could benefit from a more comprehensive description and/or technical updates should be addressed including in the following elements:

- **Element A – Educational Program:**
 - The Renewal Petition describes curriculum subject areas and course offerings but does so in language that appears largely unchanged from the school's original petition, without meaningful revision to reflect how the program has developed or who it actually serves. Notably, the Petition does not address how the program has been adapted to serve TK students, a population not previously served by the school, and provides no explanation of how instructional resources, supports, and delivery have been developed to meet the distinct developmental needs that grade span requires. The curriculum descriptions are generic and aspirational across all grade levels, and the Petition does not explain how intervention services are identified, initiated, and coordinated within the independent study model for any student population.

³ Education Code Section 47607(b)

- A renewal petition is the school's opportunity to provide the authorizer with an accurate and current account of its educational program, and this Petition does not meet that standard. That concern is compounded by the school's own admission that despite an explicit commitment in the Petition that "SLA shall apply for and seeks to qualify as a DASS school," SCALE confirmed in response to a direct RCOE inquiry that it "has never applied for Dashboard Alternative School Status at any point during the charter term." (SLA-East Response to RCOE Request for Information No. 4.) A petition that commits to serving a population warranting alternative accountability while the school declines to pursue that framework across the entire charter term raises fundamental questions about the credibility of the program as represented, and forecloses any rebuttal argument premised on the nature of SCALE's enrolled population.
- **Element D – Governance:** The Petition acknowledges that the Board will receive annual training on their responsibilities which include at a minimum conflicts of interest and the Brown Act. A more reasonably comprehensive description would also include reference to ethics training required by AB 2158 and the mandatory school finance training required by AB 640, which was enacted January 1, 2026.
- **Element E – Employee Qualifications:** The Petition indicates that “teachers of core content areas” will be required to hold a California teaching credential. We note that Education Code section 47605 subdivision (l) now requires that *all* teachers hold valid, appropriate California teaching credentials. The job descriptions for Teachers and CTE Teachers both require credentials.
- **Element F – Health and Safety Procedures.**
 - SB 857 requires charter schools serving pupils in grades 7-12 to adopt a policy establishing referral protocols for behavioral health by January 31, 2026. The Renewal Petition, while containing references to mental health resources, does not explicitly address this requirement.
 - The Petition recites the legal requirement to develop a school safety plan including safety topics listed in Education Code section 32282, subdivision (a)(2)(A)-(J), and includes its Comprehensive School Safety Plan. A more reasonably comprehensive plan would also include recently added requirements found in paragraphs (K)-(N) including provisions addressing unlawful threats of violence, sudden cardiac arrest, opioid overdoses.

- To the extent Charter School issues school ID cards, the back of the ID cards must include a number for the 988 Suicide and Crisis Lifeline, the National Domestic Violence Hotline and a phone number for The Trevor Project’s LGBTQ suicide hotline.

- **Element J – Suspension and Expulsion Procedures.** The Petition indicates a 0% suspension rate and includes suspension and expulsion procedures. However, the Petition includes an out of date recitation Education Code section 48900 indicating that a student may be suspended for disruption or willful defiance, which does not comply with the current law.

C. Demonstrably Unlikely to Successfully Implement Program

The County Board has the authority to deny renewal of the charter petition if it determines that the school is demonstrably unlikely to successfully implement the program set forth in the petition.⁴ Factors informing whether a charter school is demonstrably unlikely to successfully implement the program may include, but are not limited to⁵:

- The petitioners are unfamiliar with the content of the petition or the requirements of law that apply to the charter school;
- Unrealistic financial and/or operational plan for the charter school.

Findings for Consideration:

The Review Team has concerns regarding the substantial overlapping governance, operational, facilities, legal, and vendor relationships among SCALE, its affiliated Scale Educational and Research Foundation (“Foundation” or “SERF”), the Foundation’s wholly-owned for-profit subsidiary, and related Wynder-controlled entities. Further, it is separately concerning that none of these relationships were disclosed in the renewal petition. These concerns include, but are not limited to, the following:

Noncompliance with Laws Governing Geographic Location for Charter Schools

SCALE appears to operate two facilities outside the jurisdiction of PVUSD: one in Corona-Norco Unified School District and the other in Riverside Unified School District. Both facilities appear to be in violation of the Charter Schools Act for reasons including, but not limited to, the following:

⁴ Education Code Section 47605(c); 47507(b).

⁵ See, for example, Cal. Code Regs. Tit. 5, § 11967.5.1

- SCALE appears to be operating two resource centers outside of the boundaries of PVUSD, its authorizing district, in violation of the Education Code governing geographic location:
 - 1880 Compton Avenue, Corona, California (“Corona Facility”): This facility appears to have served as SCALE’s primary operating facility since August 1, 2023. SCALE appears to use it as its main operational hub and corporate headquarters, where board meetings are held and remote educational support is provided to students. Teachers and other staff report to work at this location. This facility is situated within the boundaries of the Corona-Norco Unified School District.
 - 3750 S. Santa Fe Avenue, Suite 100, Riverside, California (“Riverside Facility”): This facility is SCALE’s second facility, operating since February 1, 2025. This facility is situated within the boundaries of the Riverside Unified School District. SCALE has acknowledged that PVUSD “is not aware of this site.” (May 18, 2026 correspondence to RCOE.)
- These facilities were established after AB 1507 precluded the establishment of new sites outside the boundaries of the authorizing district and do not appear to qualify for any statutory exception.
- RCOE has confirmed that teachers work out of both facilities to provide educational services remotely to students.
- Parents are permitted to pick up documents and materials from these facilities.
- The primary facility in Corona is located approximately 200 miles from PVUSD’s boundaries, and serves a very low percentage of students actually residing in PVUSD’s boundaries.

Lack of Transparency Regarding Interrelated Entities and Organizational Structure

The Review Team has concerns regarding the substantial overlapping governance, operational, facilities, legal, and vendor relationships among SCALE, its affiliated Scale Education and Research Foundation (“Foundation”), the Foundation’s wholly-owned for-profit subsidiary, and related Wynder-controlled entities. The Foundation is a 501(c)(3) nonprofit public benefit corporation controlled by Dr. Lawrence C. Wynder II, who serves as its CEO. The Foundation claims to be the sole creator and owner of the SCALE concept, brand, and educational model, and it serves as SCALE’s primary contracted service provider under a licensing agreement that directs the single largest share of SCALE’s public revenue — calculated at \$52 per student per instructional day — to the Foundation in exchange for curriculum, enrichment, recruitment, and enrollment services. Notably, the licensing agreement includes a one-directional non-compete clause that restricts SCALE — but not the Foundation — from engaging in any business competitive with the Foundation for the duration of the agreement and for two years after termination, effectively ensuring that the public charter school remains operationally dependent on the Wynder-controlled Foundation and cannot develop independent programming or partnerships. (SERF–SCALE Agreement, § 5.) Further concerns regarding the lack of this lack of transparency regarding interrelated

entities include, but are not limited to, the following:

- SCALE began operating from a facility at 3750 Santa Fe Avenue in February 2025, while Mission Career College — another Wynder controlled entity — simultaneously operated from the same address. Counsel’s May 18, 2026 correspondence to RCOE acknowledged that PVUSD is not aware of this site. (Attachment F)
- Santa Fe Depot Office LLC was filed with the California Secretary of State on October 21, 2024 — approximately three months before SCALE commenced operations at the Riverside location. The LLC lists 3750 Santa Fe Avenue as its principal address, Lawrence Wynder as Manager, and Charlene J. Wynder as registered agent.
- Scale Education and Research Foundation owns Mission Career College Inc. (EIN 26-3988287) as a 100%-owned for-profit S Corporation subsidiary. Charlene J. Wynder concurrently serves or has served as registered agent for the Foundation and for multiple affiliated entities, including Santa Fe Depot Office LLC, EIBC League LLC, Pillarman University, North Park Centre Office LLC, and several Edfutures entities.

RCOE has additional concerns regarding SCALE’s lack of transparency regarding its charter school facilities, as SCALE’s characterization of its facilities is directly contradicted by operations confirmed by the Review Team, including the following:

- SCALE submitted its renewal petition to PVUSD on January 20, 2026. In a letter dated March 5, 2026, PVUSD asserted that SCALE operates a site outside the district boundaries at the Corona Facility. SCALE vehemently denied operating a site in Corona, calling the allegation a “flat out lie” in its letter of appeal. However, SCALE has posted several job descriptions requiring teachers to work from the Corona Facility. These job postings span several years. Most recently, EdJoin posting #1086688 for a Multiple Subject 7th and 8th grade teacher stated “Must be willing to come into the office. ... We are currently based in Corona near the 91/15 freeways.” This posting was published three months before the Renewal Petition was submitted to PVUSD and provided a deadline of January 31, 2026 – after the petition was submitted.
- SCALE’s May 18, 2026 letter to the Review Team characterizes the Corona and Riverside Facilities as purely "administrative" with "no on-site educational services." However, this representation appears inaccurate.
 - Corona Facility:
 - The May 18, 2026 letter represents that the Corona Facility has been used “for administrative use as its main operational hub and corporate headquarters” and that “[n]o on-site educational services or direct instruction to students has ever occurred here.”
 - The Review Team conducted a site visit to the Corona Facility in May 2026 and observed a floor designated for teachers to conduct live remote instruction from the Corona Facility.

- The inconsistency between the charter school’s representation and the operations observed during RCOE’s independent site visit raises substantial concerns regarding the accuracy of the petitioner’s representations during the renewal review process.
- The SCALE active employee roster that the Review Team reviewed reflects 44 employees listed as “assigned” to the Corona location.
- Riverside Facility:
 - SCALE has operated this facility since February, 2025, without notifying PVUSD of its establishment. RCOE only became aware of this site in SCALE’s May 18 2026 letter in response to an inquiry made by RCOE for information about any additional locations.

SERF as De Facto CMO, and Avoidance of CMO Transparency and Oversight Requirements

On August 24, 2019, SCALE entered into a School Licensing and Development Agreement with Scale Education and Research Foundation ("SERF"), a 501(c)(3) nonprofit controlled by Dr. Lawrence C. Wynder II, establishing SERF as SCALE's primary contracted service provider for a term of ten years. (Attachment B.) Although the agreement is styled as a licensing and services contract, the substance of the relationship between SERF and SCALE is functionally indistinguishable from that of a charter management organization ("CMO") and the charter school it manages. SERF claims sole ownership of the SCALE educational model, brand, and all associated intellectual property. (SERF–SCALE Agreement, Recital B.) SERF actively recruits and enrolls students on SCALE's behalf. (*Id.*, § 4.) SERF evaluates SCALE's educational program on an annual basis and makes recommendations to the SCALE Board of Directors. (*Id.*, § 1(b).) SERF controls all accreditations obtained for SCALE during the term of the agreement. (*Id.*, § 2.) SERF must approve all marketing materials before SCALE may use, replicate, or distribute them. (*Id.*, § 1(a).) SERF holds a non-compete clause that prevents SCALE from operating independently of SERF or developing competing programs. (*Id.*, § 5.) And SERF is the designated recipient of all remaining SCALE assets upon dissolution. (*Id.*, § 6.)

Taken together, these provisions mean that SERF controls SCALE's educational program, enrollment pipeline, brand identity, accreditation, and residual assets — the core functions of a charter management organization. Yet because the arrangement is structured as a licensing agreement with an affiliated nonprofit foundation rather than as a management contract with a CMO, the heightened transparency, conflict-of-interest, and public accountability requirements that Education Code section 47604.1 imposes on charter schools contracting with management organizations — including compliance with the Public Records Act and the Ralph M. Brown Act as applied to entities managing charter schools — do not, as a practical matter, reach SERF or the Wynder-controlled entities through which SCALE's public funds flow. The structuring of this relationship to avoid CMO classification, while retaining all the functional

attributes of a CMO arrangement, is itself a transparency concern that bears on whether SCALE's governance and fiscal operations can be meaningfully overseen by an authorizer.

Vendor Relationships & Concerns Impacting Financial Operations

The Review identified potential related-party facilities and vendor relationships arising from the overlapping operational and governance relationships described above. In particular, the formation of Santa Fe Depot Office LLC at the same address SCALE Leadership Academy began occupying months later, under the control of the founder of the operating nonprofit and with his spouse as registered agent, presents a facially related-party facilities arrangement that has not been disclosed to the authorizer or to RCOE.

The Review further identified that contemporaneous submissions to RCOE represented that there are “no financial relationships between board members, officers, or employees and any current vendors,” notwithstanding the overlapping entity, operational, and facilities relationships identified in the record.

SCALE Leadership Academy began operating from an undisclosed Riverside facility located at 3750 Santa Fe Avenue in February 2025, while Mission Career College — a Bureau for Private Postsecondary Education (BPPE)-regulated for-profit institution — simultaneously operated from the same address. As noted, May 18, 2026 correspondence from the Charter School’s team to RCOE acknowledges that PVUSD “is not aware of this site.” The Review further identified that Santa Fe Depot Office LLC was filed with the California Secretary of State on October 21, 2024 — approximately three months before SCALE Leadership Academy commenced operations at the Riverside location. The LLC lists 3750 Santa Fe Avenue as its principal address, Lawrence Wynder as Manager, and Charlene J. Wynder as registered agent.

The Review identified that, per Schedule R of the Scale Education and Research Foundation’s FY2024 Form 990, the Foundation owns Mission Career College Inc. (EIN 26-3988287) as a 100%-owned for-profit S Corporation subsidiary. Charlene J. Wynder concurrently serves or has served as registered agent for the Foundation and for multiple affiliated entities, including Santa Fe Depot Office LLC, EIBC League LLC, Pillarman University, North Park Centre Office LLC, and several Edfutures entities, and is named counsel of record for SCALE Leadership Academy in the pending renewal appeal proceeding before RCOE.

The cumulative degree of overlapping governance, operational, facilities, legal, and vendor relationships — and the absence of disclosure of these relationships in the renewal petition — raises substantial concerns regarding organizational independence, transparency, and the adequacy of disclosures made during the renewal review process.

Several additional matters have come to the attention of the Review Team that, taken together, raise concern. While not expressly “fiscal deficiencies” nor express conflicts, the Review Team is concerned about a series of payments exchanged between the Charter School and organizations tied to the Charter School’s founder, Lawrence Wynder. These matters include, but may not be limited to, the following:

- Payments to the founder’s related organizations totaling at least \$16.3 million since 2019. (See Attachment B.) Such related organizations include, but may not be limited to, the following:
 - Scale Education and Research Foundation: Lawrence and Charlene Wynder, Mr. Wynder’s wife, simultaneously held compensated governance positions with this organization and received substantial compensation from it.
 - Mission Career College: This is a for-profit subsidiary—wholly-owned by the Scale Education and Research Foundation—operating from SCALE’s Riverside location at 3750 S. Santa Fe Avenue, Suite 100 (“Riverside Site”), which location is not disclosed in its petition. It has a documented BPPE discipline history including several citations, an expired Approval to Operate, and compliance deficiencies in recordkeeping, enrollment documentation, and unauthorized program offering. (See Attachment F.)
 - Additional concerns involve payments to potential interrelated entities Nationwide Sports and Almega Educational Group, LLC, also tied to Mr. Wynder. (See Attachment C.)
- The Charter School makes lease payments for space located at the Riverside Site, shared with Mission Career College, totaling \$131,000 between February 2025 and June 2026.
- This lease payment appears to represent 50% of the building, though the Charter School does not appear to use 50 % of the building, and staff from the Founder’s related organization appear to have offices on the Charter School’s side of the building, including Mr. Wynder’s CEO office.
- The chart below, located at Figure 1, summarizes SCALE’s contracts with Wynder operated organizations since 2019:

Additional Vendor and Related-Party Concerns

RCOE’s review of SCALE’s vendor contracts has identified additional related-party relationships and vendor arrangements that, together with the concerns described above, raise substantial questions regarding the charter school’s fiscal integrity, organizational and operational independence, and compliance with its own fiscal and conflict-of-interest policies.

Almega Education Group, LLC. RCOE has identified a consulting agreement dated February 1, 2025, between SCALE and Almega Education Group, LLC (“AEG”). (See Attachment C.) Per the California Secretary of State’s Statement of Information, the CEO of AEG is Lawrence C. Wynder — the same individual who controls Scale Education and Research Foundation, the charter school’s affiliated foundation. The

AEG agreement provides for monthly payments of \$23,500, with five percent annual escalators, a five-year initial term, and automatic three-year renewal terms. The agreement further provides for a \$50,000 payment to AEG “upon approval of any petition to establish or renew a charter school for charter development services rendered, within thirty (30) days of any district, county, and/or state approval.” (AEG Agreement, § 4(d).) If the County Board grants this renewal, Lawrence Wynder — through AEG — would be entitled to a \$50,000 payment within 30 days of that decision.

The AEG agreement also includes an express waiver of conflicts of interest arising from shared legal counsel: “In the past, the parties have been represented by the same counsel and to the extent such representation constitutes a conflict of interest, the parties hereby expressly waive any such conflict of interest.” (AEG Agreement, § 5.) RCOE understands that Charlene J. Wynder, the founder’s wife, serves as counsel for both SCALE and for one or more Wynder-controlled entities. The scope of services described in the AEG agreement — including board academic advisement, academic administrative and instructional practice consulting, program evaluation and improvement support, and charter development services— appears at least in part to overlap with the services SERF is obligated to provide under the SERF–SCALE licensing agreement, including annual evaluation of the educational program and recommendations for program improvement. (SERF–SCALE Agreement, § 1(b).) SCALE thus appears to be paying two separate Wynder-controlled entities for these advisory and program support services.

Academy of Sports Science / Acuity Technical Academy. RCOE has identified a software license and subscription agreement signed April 25, 2026, but backdated to be effective July 1, 2025, between SCALE and Acuity Technical Academy, described in the agreement as “a DBA of Academy of Sports Science, a California Nonprofit Corporation.” Per the California Secretary of State’s Statement of Information (“SOI”), the CFO and Secretary of Academy of Sports Science is Journey Wynder, whose listed address is 915 W. Foothill Blvd., C635, Claremont, CA 91711 — the same address as Scale Education and Research Foundation. The agreement commits SCALE to annual payments exceeding \$837,000, including \$750 per student per year for 850 students (with a 500-student minimum) for CTE software, and \$798 per month per user for 250 tutoring service licenses. The agreement was signed during the pendency of the renewal appeal before RCOE. The Review Team is further concerned that the agreement was backdated to a time seemingly before Acuity existed as an entity—based on the data best available to the Review Team, the Articles of Incorporation for Acuity were not filed until November 1, 2025, although the agreement represents that Acuity was a service provider effective July 1, 2025.

Nationwide Sports and Education Foundation. RCOE has identified a school vendor agreement dated October 31, 2020, between SCALE and Nationwide Sports and Education Foundation (“Nationwide”), signed by Marlon Lewis as CEO of Nationwide. Lewis simultaneously appears on SCALE’s active employee roster as a salaried, full-time CTE Engagement Coordinator. Government Code section 1090,

subdivision (a), provides: “Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members.” Education Code section 47604.1 makes Government Code section 1090 applicable to charter schools. To the extent Lewis, as a SCALE employee, has a financial interest in the Nationwide vendor contract—by virtue of serving as CEO of the entity receiving payments under that contract—the arrangement raises a potential section 1090 concern. Additionally, the Nationwide vendor agreement lists Lewis’s email address as *fa06vendor@scaleacademy.org*—a SCALE-issued email domain—which further blurs the distinction between Lewis’s role as a SCALE employee and his role as CEO of a putatively independent vendor.

Cathedral of Praise International Ministries. RCOE has identified a school vendor agreement dated October 7, 2020, between SCALE and Cathedral of Praise International Ministries, a religious organization located at 3030 N. Del Rosa Avenue, San Bernardino, CA 92404. The agreement provides for per-pupil daily payments of \$19.44 in exchange for educational services.

Mission Career College as a School Vendor. RCOE has identified a school vendor agreement dated October 9, 2020, between SCALE and Mission Career College, Inc., providing for per-pupil daily payments of \$21.00. As previously noted, Mission Career College is a for-profit subsidiary wholly owned by SERF, which is controlled by Lawrence Wynder. This vendor agreement predates the lease-sharing arrangement at the Riverside facility and confirms that the financial relationship between SCALE and Mission Career College has existed since at least the 2020–21 school year. (See Attachment F.)

Inconsistencies with SCALE’s Own Fiscal and Conflict-of-Interest Policies. SCALE’s adopted Fiscal Policies and Procedures require documentation of a good faith effort to secure the lowest possible cost for comparable goods or services for purchases over \$25,000 and require that potential conflicts of interest be disclosed upfront. SCALE’s Conflict of Interest Policy requires good-faith disclosure of material facts and a determination that the transaction is fair. None of the vendor contracts reviewed by RCOE contain documentation that these requirements were satisfied, to the extent applicable, notwithstanding that at least four of the vendors — SERF, AEG, Mission Career College, and Academy of Sports Science / Acuity Technical Academy — are controlled by the Wynder family, and at least one vendor’s CEO (Marlon Lewis of Nationwide Sports) is simultaneously a salaried SCALE employee.

Moreover, SCALE’s fiscal policies do not provide any specific controls or approval procedures for large-value contracts; for example, apparently, the SCALE CEO acting alone could singularly approve a \$4 million contract. This is concerning to the Review Team.

Figure 1: Wynder-Controlled Contracts

Related Organization	Interested Parties	Years Paid	Total Paid
Scale Education & Research Foundation	Lawrence Wynder, CEO Charlene Wynder, Secretary/CFO/Registered Agent	2019-2026	\$14,003,140
Mission Career College	Scale Education & Research Foundation Owned/Controlled	2021-22	\$380,229
Santa Fe Depot Office, LLC	Lawrence Wynder, Manager Charlene Wynder, Organizer/Registered Agent	2025-2026	\$130,000
Almega Education Group	Lawrence Wynder, Manage/CEO Charlene Wynder, Secretary/Registered Agent	2019-2026	\$999,254
Academy of Sports Science (dba Acuity Technical Academy)	Journey Wynder, Secretary/CFO Charlene Wynder, Registered Agent	2025-26	\$837,000
Acuity Data Systems, Inc. (Authorizes AOSS to conduct business on its behalf)	Lawrence Wynder Reservation Owner Charlene Wynder, Registered Agent		
Total:			\$16,349,623

See contracts in Attachments section for more details.

Enrollment Pattern Concerns Reflecting Upon Charter School’s Operations

The Review Team has concerns regarding the enrollment patterns of SCALE as the charter school reports 1,365–1,392 ADA (FY2025) under a PVUSD charter with zero operational presence near PVUSD’s community. The fact that 200 miles separates SCALE Facilities from its authorizing district raises concerns regarding whether and how SCALE is serving students from within the authorized geographic location.

Additionally, as described below, RCOE has identified evidence that a portion of SCALE’s enrollment—over 100 students or more—may be enrolled through undisclosed partnerships with one or more private religious schools, raising further questions regarding whether SCALE is serving students through arrangements with private religious schools that have not been disclosed to the authorizer.

Connections with Private Religious Schools and Potential Misuse of Public Funds

The Review Team has identified evidence that SCALE operates undisclosed enrollment and staffing partnerships with one or more private schools in Orange

County, including at least two private Islamic schools and a related nonprofit learning program. These arrangements raise substantial concerns regarding the diversion of public charter school funds to private religious institutions, the integrity of SCALE's reported enrollment and ADA, and SCALE's compliance with constitutional and statutory prohibitions on public funding of religious instruction. These concerns include:

Dual Employment of Private School Staff as SCALE Teachers. RCOE has identified at least four individuals who are listed on SCALE's active employee roster as full-time, salaried, remote, independent study teachers, while simultaneously serving as staff members — including in leadership roles — at CORE Academy, a private Islamic school operating out of the CORE Cal facility at 2221 W. Colchester Drive, Anaheim, California. CORE Cal's website identifies itself as offering "Islamic studies" as a core program component. The four individuals are:

- Shaista Javeed — listed on SCALE's roster as a full-time remote teacher; identified on CORE Cal's website as Founder and Founding Board Member.
- Karen Kabir — listed on SCALE's roster as a full-time remote teacher; identified on CORE Cal's website as an elementary teacher at CORE.
- Nasreen Khan — listed on SCALE's roster as a full-time remote teacher; identified on CORE Cal's website as serving "on the administrative team as a Teacher of Record" at CORE and playing "a key role in supporting Dual Enrollment and AP programs."
- Amina Sheikh — listed on SCALE's roster as a full-time remote teacher; identified on CORE Cal's website as "Elementary Vice Principal at CORE Academy," with experience in "public, charter, and private Islamic schools across southern California."

SCALE's attendance records for the 2025–26 school year show these four teachers were the teacher of record for between 133 and 182 students assigned to these teachers. CORE Academy is listed on the California Department of Education's private school directory.

RCOE has also identified a two individuals, Zena Tarabishi and Sumaiyah Vedder, who are listed on SCALE's active employee roster as a full-time, salaried, remote independent study teachers on Track C who simultaneously appear to hold leadership positions with Crescent Learning Program, Inc., a San Diego-based nonprofit (EIN 81-3918360; California Corporation No. 3943861). Zena Tarabishi is identified as Program Lead and Teacher of Crescent Learning Program. Sumaiyah Vedder is identified as CFO of Crescent Learning Program, Inc., a role confirmed by the organization's IRS Form 990 filings. In total, Track C reflects approximately 189 students from San Diego assigned to five teachers, at least two of whom have confirmed affiliations with Crescent Learning Program, Inc.

Financial Arrangements Directing Public Funds to Private School Operators. The SERF–SCALE licensing agreement dated August 24, 2019, establishes a per-pupil payment from SCALE to Scale Education and Research Foundation ("SERF") at

a rate of \$52 per student per instructional day, or 85% of ADA, whichever is greater. (SERF–SCALE Agreement, § 4(b).) A separate letter dated August 1, 2019, signed by Dr. Lawrence C. Wynder II as CEO of SERF, assigns \$24.83 per student per day—nearly 48% of the contracted per-pupil rate—to CORE, directing that “CORE shall invoice you directly for this amount.” (CORE Assignment Letter, Aug. 1, 2019.) The Review Team is unaware of any other contract or agreement regarding these funds.

EdJoin Job Posting Reflecting Religious-Site Operations. In March 2022, SCALE posted a full-time, 11 month, Teacher Coordinator position on EdJoin for the “Orange County Area—Garden Grove,” listing SCALE Leadership Academy as the posting agency and providing SCALE’s telephone number (888-315-4660) and Angie Casares, SCALE Human Resources Director, as the contact. (Attachment D)

The job posting stated: “This site is Muslim based so someone with this background/experience is preferred but not mandatory.”

A public charter school is prohibited from expressing a religious preference in employment and from operating an instructional site with a religious identity. The Garden Grove location and religious description are consistent with Orange Crescent School’s location and mission.

Constitutional and Statutory Concerns. The cumulative evidence raises substantial concerns under Article IX, Section 8 of the California Constitution, which prohibits public funds from being used to support any school “not under the exclusive control of the officers of the public schools.” These concerns also implicate Education Code section 47605(e), which requires charter schools to be nonsectarian in their programs, admission policies, employment practices, and all other operations. None of these apparent relationships—with CORE Cal, Orange Crescent School, or Crescent Learning Program, Inc.—were disclosed in the Renewal Petition, and they raise serious concerns regarding potential violation of California law and/or the California Constitution.

D. Findings under Education Code section 47607.2(d)(3)

A chartering authority may deny a charter renewal to middle-performing charter schools only upon making written findings, setting forth specific facts to support the findings, that the charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of the school, that closure of the charter school is in the best interest of pupils and, if applicable pursuant to paragraph (2), that its decision provided greater weight to performance on measurements of academic performance.

Findings for Consideration:

Based on the data reviewed, SCALE does not currently meet state performance standards in either English language arts or mathematics for the “All Students” group or for its major student groups. Although the Review Team acknowledges that the school has shown some upward trajectory in ELA and mathematics over time, that progress has not resulted in standard-meeting performance. The school remains below standard in both core academic areas, schoolwide and across student groups, including English Learners, socioeconomically disadvantaged students, students with disabilities, African American students, Hispanic students, White students, Asian students, and students identifying as Two or More Races.

The Review Team considered the full range of available state indicators, including English Learner progress, College/Career Indicator, Chronic Absenteeism, Graduation Rate, and Suspension Rate. SCALE’s Suspension Rate results are a strength, with the school meeting standards across reported years and student groups. The school has also shown stronger Graduation Rate performance for the “All Students” group and recent improvement in Chronic Absenteeism. However, other indicators are mixed, including ELPI, CCI, Chronic Absenteeism across the charter term, and Graduation Rate for socioeconomically disadvantaged students. These positive and mixed indicators do not outweigh the school’s persistent failure to meet ELA and mathematics standards.

The Review Team also reviewed program implementation information relevant to evaluating the strength and consistency of SCALE’s educational program. These considerations include the State Controller audit settlement concerning independent study compliance, the school leadership’s prior acknowledgement of poor graduation outcomes, and the school’s use of Provisional Internship Permits during the charter term. The Review Team does not rely on these implementation concerns as a substitute for academic performance data. Rather, they provide additional context for evaluating whether SCALE’s progress is sufficient and whether renewal is likely to result in pupils receiving meaningful academic benefit.

After giving greater weight to measurements of academic performance, the Review Team finds that SCALE has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils. The Review Team further finds that closure of the charter school is in the best interest of pupils because continued operation would leave students enrolled in a school that remains below standard in the core academic areas of ELA and mathematics. Accordingly, the Review Team recommends that the chartering authority deny renewal of SCALE Leadership Academy, with appropriate transition planning and support for students and families.

END OF PART ONE

Part II. DETAILED ANALYSIS: Staff Report for SCALE Leadership Academy

I. Legal Review Parameters

A. Renewal Considerations

Geographic Requirements

In 2020, Assembly Bill (“AB”) 1507 eliminated a loophole that historically allowed a nonclassroom-based charter school to operate a resource center, meeting space, or other satellite facility outside of the boundaries of its authorizing district. Since that time, charter schools are only permitted to establish facilities within the jurisdiction of the district in which the charter school is located. (Ed. Code, § 47605.1, subd. (c)(1).) Since AB 1507 took effect, charter schools with an existing satellite facility outside the boundaries of the authorizer have been permitted to continue to operate said facilities in other school

district's boundaries until their next renewal. However, upon renewal, in order to continue operating a pre-existing satellite facility outside the boundaries of the authorizing school district, before submitting the request for the renewal of the charter petition, the charter school must "first obtain approval in writing from the school district where the resource center, meeting space, or other satellite facility is operating." (Ed. Code, § 47605.1, subd. (c)(5)(A).) Additionally, since January 1, 2020, a charter school may only establish additional satellite facilities within the boundaries of its authorizer and with the authorizer's written approval. (Ed. Code, § 47605.1, subd. (c)(8).) Therefore, any satellite facility outside the jurisdictional boundaries of its authorizing district that was established after 2020 is legally non-compliant upon establishment, absent an exception.

Specifically, Education Code section 47605.1, subdivision (a) requires a charter school to "locate in accordance with the geographic and site limitations of this part." Subdivision (c)(1) permits a charter school to establish *one* resource center, meeting space, or other satellite facility — and only "within the jurisdiction of the school district where the charter school is physically located." Subdivision (c)(2) provides that, except for narrow exceptions enumerated in paragraphs (5) through (9), "a charter school shall not establish a resource center, meeting space, or other satellite facility in any other location than the one authorized in paragraph (1)." Subdivision (c)(3) further requires the charter school to "notify the charter school's chartering authority of the name and physical location of any resource center, meeting space, or other satellite facility operated by that charter school."

Although there is no statutory definition of site in this context, "the in-district geographic boundary limitation 'appl[ies] to the *operation* of the charter school' including locations, such as resource centers, that provide educational support to charter school students." (*Sweetwater Union High School Dist. v. Julian Union Elementary School Dist.* (2019) 36 Cal.App.5th 970, citing *Anderson Union High School Dist. v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262, 276; emphasis in original.) Thus, if teachers provide educational support to students from a facility, even if students do not attend the facility for classes, it likely constitutes a resource center, meeting space, or other satellite facility for the geographic limitations because the teachers provide educational support to students from that location.

Appeal Process

In its letter dated March 5, 2026, PVUSD asserted that SCALE operates the Corona Site outside the PVUSD boundaries. For that reason, it declined to review SCALE's petition without evidence of compliance with Education Code section 47605, subdivision (a)(5)(A)—i.e., prior written approval from CUSD.

Education Code section 47607.5 states:

If either a school district governing board or a county board of education, as a chartering authority, *does not grant a renewal* to a charter school pursuant to Section 47607 or 47607.2, the charter school may appeal the decision pursuant to the procedures pertaining to a denial of a petition for

establishment of a charter school, as provided in subdivision (k) of Section 47605 for review in accordance with Section 47607. (Emphasis added.)

Pursuant to those subdivisions, SCALE submitted its Renewal Petition to the County Board as an “appeal of the denial of its continuing charter school petition ... by Palo Verde Unified School District.”

The Review Team understands that, as described above, PVUSD did not deny SCALE’s renewal petition, but rather declined to review it. It is unclear if the authorizing district declining to review the renewal petition constitutes a “denial” under the law or an act to “not grant a renewal ... pursuant to Section 47607 or 47607.2”, but considering PVUSD did not, in fact, grant renewal to SCALE, the County Board herein considers the Renewal Petition under section 47607.5. Renewal is “de novo”, applying the standards otherwise applicable to renewal petitions under Education Code sections 47607 and 47607.2.

B. Renewal Evaluation Categories

As an additional criterion, Education Code section 47607, subdivision (c), requires an authorizer to consider the charter school’s placement under performance categories based on the charter school’s performance on the California School Dashboard (“Dashboard”).⁶ The California Department of Education (“CDE”) designates charter schools as “low-performing,” “middle-performing,” or “high-performing.”

Renewal Performance Tiers			Non-Tier
HIGH	MIDDLE	LOW	DASS
Presumptive Renewal Performance Evaluation <u>Not</u> Required for Approval	Performance Evaluation Required for Approval	Presumptive Denial Performance Evaluation Required for Approval	Performance Evaluation Required for Approval

Figure 2: Renewal Tier Performance Categories

School performance determinations are based on the two most recent, consecutive years of Dashboard data. Schools qualifying for Dashboard Alternative School Status (DASS) are held to a different renewal evaluation standard.⁷

⁶ See <https://www.caschooldashboard.org/about/accountability>.

⁷ See <https://www.cde.ca.gov/ta/ac/activeschools.asp>.

The following two criteria are used to determine the performance category (i.e. High, Middle or Low) of a charter school:

1. **Criterion 1:** Based on the performance colors received for all of the state indicators on the Dashboard for the two previous Dashboard years. The Dashboard state indicators are:
 - English language arts/literacy (ELA)
 - Mathematics
 - Chronic Absenteeism Indicator
 - English Learner Progress Indicator (ELPI)
 - Graduation Rate Indicator
 - College/Career Indicator (CCI)
 - Suspension Rate Indicator

2. **Criterion 2:** Based on the “Status” (also known as current year data) for all academic indicators with a performance color for the two previous Dashboard years. Education Code section 47607, subdivision (c)(3) defines academic indicators as:
 - ELA
 - Mathematics
 - ELPI
 - CCI

For reference, there are five performance colors on the Dashboard: blue, green, yellow, orange, and red. Blue represents the highest performance and red represents lowest performance: CDE has designated Pivot as “middle-performing” charter school pursuant to Education Code section 47607.2, subdivision (b).

For middle-performing schools, a chartering authority must consider schoolwide performance data and performance of all subgroups on state and local indicators in its renewal petition review process. Greater weight must be provided to “performance on measurements of academic performance in determining whether to grant a charter renewal”⁸:

C. Denial Standards

Renewals are governed by Education Code section 47607, 47605, and 47607.2. Education Code section 47607(b) states that renewals are governed by the standards

⁸ Ed. Code § 47607.2(b)(2).

and criteria described in Section 47605. Further, pursuant to Education Code section 47607.2(b)(3), a chartering authority may deny the renewal of a middle-performing charter school only upon making written findings, setting forth specific facts to support the finding, that:

- The charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of the school; and
- Closure of the charter school is in the best interest of pupils; and
- The decision not to renew gives “greater weight” to the charter school’s performance on measurements of academic performance.

In addition, pursuant to Education Code 47607(e), irrespective of the performance criteria, a chartering authority may deny renewal of a charter school if:

- The charter school is demonstrably unlikely to successfully implement the program set forth in the petition due to substantial fiscal or governance factors; or
- The charter school is not serving the pupils who wish to attend, as documented by aggregate data reflecting pupil enrollment patterns at the charter school.

CDE has designated SCALE as a “middle-performing” charter school pursuant to Education Code section 47607.2. RCOE has confirmed SCALE qualifies for a Middle-Tier Performance Review based on its performance on the 2024 and 2025 California School Dashboard. The Review Team’s detailed evaluation follows.

[remainder intentionally left blank]

II. School Review

As an initial matter, the petition indicates that SCALE will locate and operated, including resources centers, within the boundaries of “Riverside County.” As described above, a charter school approved by a county board of education on appeal of a denial by its school district authorizer is “subject to the same requirements concerning geographic location to which it would otherwise be subject if it received approval from the chartering authority to which it originally submitted its petition.” (Educ. Code, § 47605, subd. (k)(4).) As such, if RCOE approves the Renewal Petition, SCALE must operate and locate any and all sites, including resources centers, within the boundaries of PVUSD. To this end, any approval must be contingent on SCALE revising the Renewal Petition to indicate that SCALE will locate and operate sites only within the boundaries of PVUSD.

Further, it appears SCALE has facilities located at one or more sites that were not included in SCALE’s initial petition as approved in 2018 by PVUSD. Any site that was not previously approved by PVUSD would constitute a material revision and is therefore ineligible for approval on appeal to the County Board. As such, any action taken by the County Board to approve the Renewal Petition does not include the approval of sites not previously authorized by PVUSD. If approved, SCALE may submit a material revision regarding the addition of any previously unapproved site, including the Corona Site.

A. Performance Review

1. Performance Review: Middle Tier

Review Standards ⁹	
Dashboard Performance	<ul style="list-style-type: none">● Schoolwide performance on the state indicators● Student group performance on the state indicators● Dashboard reporting on the local indicators● Greater weight shall be provided to measures of academic performance: ELA, Math, and English Learner Progress
Verified Data ¹⁰	<ul style="list-style-type: none">● Measurable increases in academic achievement demonstrated by a year's progress for each year in school; or● Strong postsecondary outcomes defined by college enrollment, persistence, and completion rates equal to similar peers

Figure 3: Middle-Tier Performance Review Standards

2. Performance Review: Scope and Scale

The Review Team analysis is grounded in a phased protocol derived from Education Code to ensure findings were thorough and designed with statutory requirements.

⁹ Education Code Sections 47607(c), 47607.2(b)

¹⁰ RCOE will continue to accept and consider the Charter School's use of verified data following the sunset of the applicable Education Code provision as additional information related to Charter School's performance, provided that the submission adheres to state-recommended data use procedures.

Figure 4: Middle-Tier Performance Evaluation Protocol

Protocol Step	Subsection	Description	Ed Code Grounding
Step 1 – Data Record	1.1 Data Collection	Collect Dashboard indicators (ELA/Math DFS, ELPI, Chronic Absenteeism, Suspension, Grad Rate, CCI) over 3–5 years.	47607(c)(1) – pupil outcomes
	1.2 Participation Verification	Document participation rates, LOSS penalties, continuous enrollment factors.	47607(c)(1)
	1.3 Subgroup Data Protocol	Extract multi-year subgroup performance and identify disparities.	47607(c)(3) – subgroup outcomes
Step 2 – Standard Met	2.1 Status Determination	Determine if each indicator meets state standard (Yes/No) based on most recent Status.	47607(c)(1); 47607.2(b)(1)
	2.2 Validation	Cross-check Status with Additional Reports and Five-by-Five tables.	47607.2(b)(1)
Step 3 – Longitudinal Trajectory	3.1 Trajectory Classification	Classify multi-year pattern as Sustained High, Rising, Static, Inconsistent, Persistent Low.	47607(c)(1) – analysis of multi-year trends
	3.2 Pattern Detection	Review 3–5 years for directional patterns including cohort changes, penalties, volatility.	47607.2(b)(1)–(2)
	3.3 Subgroup Trajectory	Apply same trajectory classification to subgroups and identify persistent gaps.	47607(c)(3)
Step 4 – Local Evidence	4.1 Local Measures	Analyze multi-year patterns in NWEA, i-Ready, common assessments, course completion.	47607.2(b)(2) – use of local indicators
	4.2 Consistency Check	Verify alignment between local and state measures; document discrepancies.	47607.2(b)(2)
	4.3 Validation	Ensure reliability of local data; require explanations where necessary.	47607(c)(1)
Step 5 – Renewal Determination	5.1 Standards Compliance	Identify how many indicators met state standard; document persistent failures.	47607(c)(1)
	5.2 Trajectory Synthesis	Evaluate overall multi-year trajectory across all indicators.	47607.2(b)(1)–(2)
	5.3 Contextual Analysis	Consider contextual factors (program shifts, leadership, SPED systems, enrollment).	47607(c)(1)
	5.4 Final Determination	Synthesize all evidence into a clear renewal determination.	47607(c)(1); 47607.2(b)(1)–(2)
	5.5 Documentation & Transparency	Publish the finalized one-pager; include in board docs; archive.	47607.2(b)(2)

3. Performance Review: SCALE

Does the School Meet Standards in ELA and Mathematics?

(All Students; Student Groups)

Consistent with EC 47607(c)(1), current Dashboard Status results were reviewed to determine whether the school meets state performance standards. For a school to be considered meeting state performance standards, it needs to achieve either of the following: (1) the school receives a blue or green indicator, or (2) the school has a DFS ≥ 0 . Neither the School’s ELA nor mathematics meets the standard for schoolwide performance or for any student groups. Because the school does not meet standards in the core academic indicators, it does not satisfy the “meeting standards” condition. This determination is based on current Dashboard Status, independent of trajectory/growth.

	Student Groups	Dashboard Color	DFS	Total	Percent	Meets Standards
English Language Arts	All	0/4	0/4	0/4	0%	Not Met
	English Learners	0/4	0/4	0/4	0%	Not Met
	Socioeconomically Disadvantaged	0/4	0/4	0/4	0%	Not Met
	Students with Disabilities	0/4	0/4	0/4	0%	Not Met
	African American	0/4	0/4	0/4	0%	Not Met
	Asian	0/2	0/2	0/2	0%	Not Met
	Hispanic	0/4	0/4	0/4	0%	Not Met
	Two or More Races	0/2	0/2	0/2	0%	Not Met
	White	0/4	0/4	0/4	0%	Not Met
	Mathematics	All	0/4	0/4	0/4	0%
English Learners		0/4	0/4	0/4	0%	Not Met
Socioeconomically Disadvantaged		0/4	0/4	0/4	0%	Not Met
Students with Disabilities		0/4	0/4	0/4	0%	Not Met
African American		0/4	0/4	0/4	0%	Not Met
Asian		0/2	0/2	0/2	0%	Not Met
Hispanic		0/4	0/4	0/4	0%	Not Met
Two or More Races		0/2	0/2	0/2	0%	Not Met
White		0/4	0/4	0/4	0%	Not Met

Figure 5: ELA/Math Standards Met/Not Met

Determination: SCALE does not meet standards in English Language Arts or Mathematics for All Students or any other student groups.

Has the School Made Sufficient Progress towards Meeting Standards?

Pursuant to EC 47607.2(b)(1)–(2), multi-year trajectories are typically examined to assess whether the school has made progress toward meeting academic standards in English Language Arts and Mathematics.

English Language Arts and Mathematics

Determination:

The Review Team's standard approach to growth review involves analysis of student performance relative to academic standards over time, typically conducted with substantial familiarity with the school's data developed through ongoing collaborative data work. This review presented a different set of conditions: the Review Team had not previously worked with this school, and the school declined to provide supplemental data when offered the opportunity to do so as part of the renewal review process.

Analysis was completed using publicly available data, and the findings presented herein are reliable. However, any claims of school-wide academic growth cannot be substantiated with reliability, as the school's enrollment turnover rate precludes the longitudinal cohort continuity necessary for valid growth measurement. With approximately half the student population not returning year-over-year and near-complete population replacement occurring within a three-year window, there is no stable, trackable student dataset from which growth can be meaningfully inferred.

Enrollment analysis, based on the school's submitted information systems; Across the full dataset, 4,154 students (64.4%) appear in exactly one academic year. An additional 2,292 students (35.6%) appear in more than one academic year, of whom 1,009 (15.7%) are present in three or more academic years.

Within-year growth, typically measured through local assessments, and submitted as supplementary data by schools, was also unavailable for this review. The renewal petition contains charts referencing growth; however, those materials were not accompanied by underlying data, methodology, participation rates, or source documentation sufficient to permit independent verification. Further, the school's use of Student Growth Percentile does not adhere to the state adopted methodology for cohort-based, same-student longitudinal model^{11,12}. The absence of verifiable, primary data renders those representations unsuitable as an evidentiary basis for growth findings. This review upholds the data use standards established in the Verified Data Criteria and Data Use Procedures adopted by the State Board of Education.

¹¹ California State Board of Education, November 2020 Agenda Item #14: Approval of the Criteria to Define Verified Data and the List of Valid and Reliable Assessments and Measures of Postsecondary Outcomes as Required by California Education Code Section 47607.2.

¹² Petition, Pp. 20-27

Figure 6: School Retention Analysis

From Year	To Year	Students in From Year	Also Present Next Year	Year-over-Year Retention %
2018–2019	2019–2020	890	126	14.2%
2019–2020	2020–2021	1,904	700	36.8%
2020–2021	2021–2022	1,503	719	47.8%
2021–2022	2022–2023	1,508	740	49.1%
2022–2023	2023–2024	1,428	767	53.7%
2023–2024	2024–2025	1,681	873	51.9%

(Year-over-year retention is defined as the share of students enrolled in a given academic year who were also enrolled in the immediately following academic year.)

The available evidence, limited by the factors described above, does not demonstrate student growth at the school-wide level or for any identified student group.

Does the School Meet Standards in Other State Indicators?

For state indicators other than English Language Arts and Mathematics, including both academic (ELPI) and non-academic indicators (Chronic Absenteeism and Suspension), Dashboard Status results were reviewed to determine whether the school meets state performance standards. The Dashboard provides a standardized, statewide accountability framework and represents the primary evidence used to assess performance on these indicators. Under the Dashboard accountability system, a school is considered to have met standards for a given indicator when it receives a blue or green performance level. Multi-year Dashboard results over the term of the charter were reviewed to assess whether performance was generally consistent with meeting standards over time, recognizing that individual years may not fully reflect a school’s typical performance.

English Language Progress Indicator

The English Learner Progress Indicator (ELPI) measures the proportion of English learners making annual progress toward English language proficiency. Consistent with Education Code section 47607(c)(1), the Review Team reviewed California School Dashboard ELPI results to assess the school’s performance over the term of the charter. SCALE has demonstrated mixed results on this performance indicator. The school received a “Very Low” performance level followed by two years of green performance. Most recently, the school received an orange performance level on the 2025 Dashboard. These results indicate that English learner progress is inconsistent and is an area that requires improvement, particularly given the school’s non-classroom model and role in evaluating equitable access to academic advancement under EC 47607(c)(3).

English Learner Progress					
Student Group:	2019	2022	2023	2024	2025
All		Very Low			

Figure 7: ELPI Performance on the CA Dashboard

Determination: SCALE has not made sufficient progress toward English proficiency for multilingual learners.

College and Career Indicator

The College/Career Indicator (CCI) evaluates the extent to which high school students graduate prepared for postsecondary education or meaningful career pathways. In alignment with EC 47607(c)(1), the Review Team reviewed the school’s CCI results to assess whether students met state-defined preparedness benchmarks. SCALE has three years of performance on the Dashboard for college and career readiness. Although the school met standard in 2024 with a large increase in students demonstrating a prepared levels on the College/Career Indicator, it received a “Low” performance level for its first reporting year and an Orange indicator on the 2025 Dashboard. Current performance suggests that the school’s college and career preparation efforts are in need of targeted strengthening.

College/Career					
Student Group:	2019	2022	2023	2024	2025
All			Low		
Socioeconomically Disadvantaged			Low		

Figure 8: College/Career Performance on the CA Dashboard

Determination: SCALE has not met standards in College and Career Readiness for any student groups.

Chronic Absenteeism

The Chronic Absenteeism indicator measures the percentage of students who are absent for 10 percent or more of instructional days. Consistent with Education Code section 47607(c)(1), the Review Team reviewed multi-year absenteeism trends to assess current performance and progress over time. The school’s chronic absenteeism results are

mixed, demonstrating low performance in the first two reporting years for the following students: All Students, African American, Asian, Hispanic, Homeless, Socioeconomically Disadvantaged, Students with Disabilities, and Two or More Races. The school has met standard in the two most recent years, as demonstrated on the 2024 and 2025 Dashboards. Although the data presents an overall trend of reduction, attendance remains a concern, particularly given its direct relationship to student access, instructional time, and overall academic progress. The indicator therefore informs both the standards determination and the school’s broader conditions for supporting student engagement.

Chronic Absenteeism					
Student Group:	2019	2022	2023	2024	2025
All		High	Yellow	Blue	Blue
African American		Very High	Yellow	Green	Blue
Asian		Medium	Orange	White	White
English Learners		Very Low	Orange	Blue	Blue
Hispanic		High	Yellow	Blue	Blue
Homeless		Very High	Orange	Green	White
Socioeconomically Disadvantaged		Very High	Yellow	Blue	Blue
Students with Disabilities		High	Yellow	Green	Green
Two or More Races		High	Green	Blue	Blue
White		Low	Green	Green	Blue

Figure 9: Chronic Absenteeism Performance on the CA Dashboard

Determination: SCALE shows mixed results for Chronic Absenteeism. The school met standards for English Learners and White student groups. It did not meet standards for

any other student group, however all student groups have met performance standards in the two most recent Dashboards.

Graduation Rate

The Graduation Rate indicator measures the proportion of students who successfully complete high school within four years. The Review Team reviewed multi-year graduation outcomes, pursuant to EC 47607(c)(1), to evaluate both current performance and progress over time. The school met standards for Graduation Rate for the All Students group due to having a green performance level in three of four years on the Dashboard; however, Socioeconomically Disadvantaged students only met standard in two of four years, demonstrating a varied pattern of “Medium,” Green, and Orange performance levels.

Graduation Rate					
Student Group:	2019	2022	2023	2024	2025
All		Medium			
Hispanic		Low			
Socioeconomically Disadvantaged		Medium			

Figure 10: Graduation Rate Performance on the CA Dashboard

Determination: SCALE met standards for the All Students group for Graduation Rate, though the school did not meet standards for Socioeconomically Disadvantaged students.

Suspension Rate Indicator

The Suspension Rate indicator reflects the percentage of students receiving one or more suspensions during the academic year. Consistent with Education Code sections 47607(c)(1) and 47607(c)(3), the Review Team reviewed California School Dashboard Suspension Rate results to assess performance over the term of the charter. The school has received either a “Very Low” or Blue performance level for every student group in each year of performance on the Dashboard.

Suspension					
Student Group:	2019	2022	2023	2024	2025
All		Very Low			
African American		Very Low			
Asian		Very Low			
English Learners		Very Low			
Hispanic		Very Low			
Homeless		Very Low			
Socioeconomically Disadvantaged		Very Low			
Students with Disabilities		Very Low			
Two or More Races		Very Low			
White		Very Low			

Figure 10: Suspension Rate Performance on the CA Dashboard

Determination: SCALE met standards for Suspension Rate for all student groups.

Recommendations

In addition to the concerns regarding academic and other indicators, the governance and fiscal concerns described in this report, including the lack of transparency, ongoing legal non-compliance concerns, and the fact that 200 miles separates SCALE’s primary facility from its authorizing district, further call its ability to effectively educate its students into question, and separately render its closure in the best interest of the students.

B. Legal Updates to the Charter Petition

Review Standards	
New Legal Requirements	The petition has been updated to include reasonably comprehensive descriptions for any new legal requirements imposed since its last update.
Reasonably Comprehensive	Descriptions for new legal requirements must: <ul style="list-style-type: none"> ● Be substantive, not a list ● Address all aspects of each element ● Be specific to this charter

Figure 11: Petition Document Review Standards

Denial Standard

The petition does not contain a reasonably comprehensive description of the new requirement(s) imposed since its last update.

Determinations for Consideration
<p>The Renewal Petition does not incorporate all legal updates enacted since its last renewal, and could benefit from a more comprehensive description and/or technical updates should be addressed including in the following elements:</p> <ul style="list-style-type: none"> ● Element D – Governance: The Renewal Petition acknowledges that the Board will receive annual training on their responsibilities which include at a minimum conflicts of interest and the Brown Act. A more reasonably comprehensive description would also include reference to ethics training required by AB 2158 and the mandatory school finance training required by AB 640, which was enacted January 1, 2026. ● Element E – Employee Qualifications: The Renewal Petition indicates that “teachers of core content areas” will be required to hold a California teaching credential. We note that Education Code section 47605 subdivision (l) now requires that <i>all</i> teachers hold valid, appropriate

California teaching credentials. The job descriptions for Teachers and CTE Teachers both require credentials.

- **Element F – Health and Safety Procedures.**

- SB 857 requires charter schools serving pupils grades 7-12 to adopt a policy establishing referral protocols for behavioral health by January 31, 2026. The Renewal Petition, while containing references to mental health resources, does not explicitly address this requirement.
- The Renewal Petition recites the legal requirement to develop a school safety plan including safety topics listed in Education Code section 32282, subdivision (a)(2)(A)-(J), and includes its Comprehensive School Safety Plan. A more reasonably comprehensive plan would also include recently added requirements found in paragraphs (K)-(N) including provisions addressing unlawful threats of violence, sudden cardiac arrest, opioid overdoses.
- To the extent Charter School issues school ID cards, the back of the ID cards must include a number for the 988 Suicide and Crisis Lifeline, the National Domestic Violence Hotline and a phone number for The Trevor Project's LGBTQ suicide hotline.

- **Element J – Suspension and Expulsion Procedures.** The Renewal Petition indicates a 0% suspension rate and includes suspension and expulsion procedures. However, the Renewal Petition includes an out of date recitation Education Code section 48900 indicating that a student may be suspended for disruption or willful defiance, which does not comply with the current law.

C. Demonstrably Unlikely to Successfully Implement Program

The County Board has the authority to deny renewal of the charter petition if it determines that the school is demonstrably unlikely to successfully implement the program set forth in the petition.¹³ Factors informing whether a charter school is demonstrably unlikely to successfully implement the program may include, but are not limited to¹⁴:

- The petitioners are unfamiliar with the content of the petition or the requirements of law that apply to the charter school;
- Unrealistic financial and/or operational plan for the charter school.

¹³ Education Code Section 47605(c); 47507(b).

¹⁴ See, for example, Cal. Code Regs. Tit. 5, § 11967.5.1

Findings for Consideration:

The Review Team has concerns regarding the substantial overlapping governance, operational, facilities, legal, and vendor relationships among SCALE, its affiliated Foundation, the Foundation's wholly-owned for-profit subsidiary, and related Wynder-controlled entities. Further, it is separately concerning that none of these relationships were disclosed in the renewal petition. These concerns include, but are not limited to, the following:

Noncompliance with Laws Governing Geographic Location for Charter Schools

SCALE appears to operate two facilities outside the jurisdiction of PVUSD: one in Corona-Norco Unified School District and the other in Riverside Unified School District. Both facilities appear to be in violation of the Charter Schools Act for reasons including, but not limited to, the following:

- SCALE appears to be operating two resource centers outside of the boundaries of PVUSD, its authorizing district.
 - 1880 Compton Avenue, Corona, California (“Corona Facility”): This facility appears to have served as SCALE’s primary operating facility since August 1, 2023. SCALE appears to use it as its main operational hub and corporate headquarters, where board meetings are held and remote educational support is provided to students. Teachers and other staff report to work at this location. This facility is situated within the boundaries of the Corona-Norco Unified School District.
 - 3750 S. Santa Fe Avenue, Suite 100, Riverside, California (“Riverside Facility”): This facility is SCALE’s second facility, operating since February 1, 2025. This facility is situated within the boundaries of the Riverside Unified School District. SCALE has acknowledged that PVUSD “is not aware of this site.” (May 18, 2026 correspondence to RCOE.)
- These facilities were established after AB 1507 precluded the establishment of new sites outside the boundaries of the authorizing district and do not appear to qualify for any statutory exception.
- These facilities function as resource centers:
 - RCOE has confirmed that teachers work out of both facilities to provide educational services remotely to students.
 - Parents are permitted to pick up documents and materials from these facilities.
- The primary facility in Corona is located approximately 200 miles from PVUSD’s boundaries

Lack of Transparency Regarding Interrelated Entities and Organizational

Structure

There is substantial overlapping governance, operational, facilities, legal, and vendor relationships among the charter school, its affiliated Foundation, the Foundation's wholly-owned for-profit subsidiary, and related Wynder-controlled entities, none of which was disclosed in the renewal petition. RCOE's concerns regarding the lack of this lack of transparency regarding interrelated entities include the following:

- SCALE began operating from a facility at 3750 Santa Fe Avenue in February 2025, while Mission Career College — another Wynder controlled entity — simultaneously operated from the same address. Counsel's May 18, 2026 correspondence to RCOE acknowledges that PVUSD is not aware of this site. (See Attachment F.)
- Santa Fe Depot Office LLC was filed with the California Secretary of State on October 21, 2024 — approximately three months before SCALE commenced operations at the Riverside location. The LLC lists 3750 Santa Fe Avenue as its principal address, Lawrence Wynder as Manager, and Charlene J. Wynder as registered agent.
- Scale Education and Research Foundation owns Mission Career College Inc. (EIN 26-3988287) as a 100%-owned for-profit S Corporation subsidiary. Charlene J. Wynder concurrently serves or has served as registered agent for the Foundation and for multiple affiliated entities, including Santa Fe Depot Office LLC, EIBC League LLC, Pillarman University, North Park Centre Office LLC, and several Edfutures entities.

RCOE has additional concerns regarding SCALE's lack of transparency regarding its charter school facilities, as SCALE's characterization of its facilities is directly contradicted by operations confirmed by the Review Team, including the following:

- SCALE submitted its renewal petition to PVUSD on January 20, 2026. In a letter dated March 5, 2026, PVUSD asserted that SCALE operates a site outside the district boundaries at the Corona Facility. SCALE vehemently denied operating a site in Corona, calling the allegation a "flat out lie" in its letter of appeal. However, SCALE has posted several job descriptions requiring teachers to work from the Corona Facility. These job postings span several years. Most recently, EdJoin posting #1086688 for a Multiple Subject 7th and 8th grade teacher stated "Must be willing to come into the office. ... We are currently based in Corona near the 91/15 freeways." This posting was published three months before the Renewal Petition was submitted to PVUSD and provided a deadline of January 31, 2026 – after the petition was submitted.
- SCALE's May 18, 2026 letter to the Review Team characterizes the Corona and Riverside Facilities as purely "administrative" with "no on-site educational services."
 - Corona Facility:
 - The May 18, 2026 letter represents that the Corona Facility has

been used “for administrative use as its main operational hub and corporate headquarters” and that “[n]o on-site educational services or direct instruction to students has ever occurred here.”

- The Review Team conducted a site visit to the Corona Facility in May 2026 and observed numerous teacher workstations where live remote instruction occurs from the Corona Facility, per the Executive Director. Counselors and Special Education teachers/staff were present on the day of the visit.
 - The inconsistency between the charter school’s representation and the operations observed during RCOE’s independent site visit raises substantial concerns regarding the accuracy of the petitioner’s representations during the renewal review process.
 - The SCALE active employee roster that the Review Team reviewed reflects 44 employees listed as “assigned” to the Corona location.
- Riverside Facility:
 - SCALE has operated this facility since February, 2025, without notifying PVUSD of its establishment. RCOE only became aware of this site upon speaking with charter school staff at the Corona Facility site visit.

SERF as De Facto CMO, and Avoidance of CMO Transparency and Oversight Requirements

On August 24, 2019, SCALE entered into a School Licensing and Development Agreement with Scale Education and Research Foundation ("SERF"), a 501(c)(3) nonprofit controlled by Dr. Lawrence C. Wynder II, establishing SERF as SCALE's primary contracted service provider for a term of ten years. (Attachment B.) Although the agreement is styled as a licensing and services contract, the substance of the relationship between SERF and SCALE is functionally indistinguishable from that of a charter management organization ("CMO") and the charter school it manages. SERF claims sole ownership of the SCALE educational model, brand, and all associated intellectual property. (SERF–SCALE Agreement, Recital B.) SERF actively recruits and enrolls students on SCALE's behalf. (*Id.*, § 4.) SERF evaluates SCALE's educational program on an annual basis and makes recommendations to the SCALE Board of Directors. (*Id.*, § 1(b).) SERF controls all accreditations obtained for SCALE during the term of the agreement. (*Id.*, § 2.) SERF must approve all marketing materials before SCALE may use, replicate, or distribute them. (*Id.*, § 1(a).) SERF holds a non-compete clause that prevents SCALE from operating independently of SERF or developing competing programs. (*Id.*, § 5.) And SERF is the designated recipient of all remaining SCALE assets upon dissolution. (*Id.*, § 6.)

Taken together, these provisions mean that SERF controls SCALE's educational

program, enrollment pipeline, brand identity, accreditation, and residual assets — the core functions of a charter management organization. Yet because the arrangement is structured as a licensing agreement with an affiliated nonprofit foundation rather than as a management contract with a CMO, the heightened transparency, conflict-of-interest, and public accountability requirements that Education Code section 47604.1 imposes on charter schools contracting with management organizations — including compliance with the Public Records Act and the Ralph M. Brown Act as applied to entities managing charter schools — do not, as a practical matter, reach SERF or the Wynder-controlled entities through which SCALE's public funds flow. The structuring of this relationship to avoid CMO classification, while retaining all the functional attributes of a CMO arrangement, is itself a transparency concern that bears on whether SCALE's governance and fiscal operations can be meaningfully overseen by an authorizer.

Vendor Relationships & Concerns Impacting Financial Operations

The Review identified potential related-party facilities and vendor relationships arising from the overlapping operational and governance relationships described above. In particular, the formation of Santa Fe Depot Office LLC at the same address SCALE Leadership Academy began occupying months later, under the control of the founder of the operating nonprofit and with his spouse as registered agent, presents a facially related-party facilities arrangement that has not been disclosed to the authorizer or to RCOE.

The Review further identified that contemporaneous submissions to RCOE represented that there are “no financial relationships between board members, officers, or employees and any current vendors,” notwithstanding the overlapping entity, operational, and facilities relationships identified in the record.

SCALE Leadership Academy began operating from an undisclosed Riverside facility located at 3750 Santa Fe Avenue in February 2025, while Mission Career College — a Bureau for Private Postsecondary Education (BPPE)-regulated for-profit institution — simultaneously operated from the same address. As noted, May 18, 2026 correspondence from the Charter School's team to RCOE acknowledges that PVUSD “is not aware of this site.” The Review further identified that Santa Fe Depot Office LLC was filed with the California Secretary of State on October 21, 2024 — approximately three months before SCALE Leadership Academy commenced operations at the Riverside location. The LLC lists 3750 Santa Fe Avenue as its principal address, Lawrence Wynder as Manager, and Charlene J. Wynder as registered agent.

The Review identified that, per Schedule R of the Scale Education and Research Foundation's FY2024 Form 990, the Foundation owns Mission Career College Inc. (EIN 26-3988287) as a 100%-owned for-profit S Corporation subsidiary. Charlene J. Wynder concurrently serves or has served as registered agent for the Foundation and for multiple affiliated entities, including Santa Fe Depot Office LLC, EIBC

League LLC, Pillarman University, North Park Centre Office LLC, and several Edfutures entities, and is named counsel of record for SCALE Leadership Academy in the pending renewal appeal proceeding before RCOE.

The cumulative degree of overlapping governance, operational, facilities, legal, and vendor relationships — and the absence of disclosure of these relationships in the renewal petition — raises substantial concerns regarding organizational independence, transparency, and the adequacy of disclosures made during the renewal review process.

Several additional matters have come to the attention of the Review Team that, taken together, raise concern. While not expressly “fiscal deficiencies” nor express conflicts, the Review Team is concerned about a series of payments exchanged between the Charter School and organizations tied to the Charter School’s founder, Lawrence Wynder. These matters include, but may not be limited to, the following:

- Payments to the founder’s related organizations totaling at least \$4.7 million since 2020. (See Attachment B.) Such related organizations include, but may not be limited to, the following:
 - Scale Education and Research Foundation: Lawrence and Charlene Wynder, Mr. Wynder’s wife, simultaneously held compensated governance positions with this organization and received substantial compensation from it.
 - Mission Career College: This is a for-profit subsidiary—wholly-owned by the Scale Education and Research Foundation—operating from SCALE’s Riverside location at 3750 S. Santa Fe Avenue, Suite 100 (“Riverside Site”), which location is not disclosed in its petition. It has a documented BPPE discipline history including several citations, an expired Approval to Operate, and compliance deficiencies in recordkeeping, enrollment documentation, and unauthorized program offering.
 - Additional concerns involve payments to potential interrelated entities Nationwide Sports and Almega Educational Group, LLC, also tied to Mr. Wynder. (See Attachments C and H.)
- The Charter School makes lease payments for space located at the Riverside Site, shared with Mission Career College, totaling \$131,000 between February 2025 and June 2026. (See Attachment F.)
- This lease payment appears to represent 50% of the building, though the Charter School does not appear to use 50 % of the building, and staff from the Founder’s related organization appear to have offices on the Charter School’s side of the building, including Mr. Wynder’s CEO office.
- The chart below summarizes SCALE’s contracts with Wynder operated organizations since 2019:

Additional Vendor and Related-Party Concerns

RCOE's review of SCALE's vendor contracts has identified additional related-party relationships and vendor arrangements that, together with the concerns described above, raise substantial questions regarding the charter school's fiscal integrity, organizational and operational independence, and compliance with its own fiscal and conflict-of-interest policies.

Almega Education Group, LLC. RCOE has identified a consulting agreement dated February 1, 2025, between SCALE and Almega Education Group, LLC ("AEG"). (See Attachment C.) Per the California Secretary of State's Statement of Information, the CEO of AEG is Lawrence C. Wynder — the same individual who controls Scale Education and Research Foundation, the charter school's affiliated foundation. The AEG agreement provides for monthly payments of \$23,500, with five percent annual escalators, a five-year initial term, and automatic three-year renewal terms. The agreement further provides for a \$50,000 payment to AEG "upon approval of any petition to establish or renew a charter school for charter development services rendered, within thirty (30) days of any district, county, and/or state approval." (AEG Agreement, § 4(d).) If the County Board grants this renewal, Lawrence Wynder — through AEG — would be entitled to a \$50,000 payment within 30 days of that decision.

The AEG agreement also includes an express waiver of conflicts of interest arising from shared legal counsel: "In the past, the parties have been represented by the same counsel and to the extent such representation constitutes a conflict of interest, the parties hereby expressly waive any such conflict of interest." (AEG Agreement, § 5.) RCOE understands that Charlene J. Wynder, the founder's wife, serves as counsel for both SCALE and for one or more Wynder-controlled entities. The scope of services described in the AEG agreement — including board academic advisement, academic administrative and instructional practice consulting, program evaluation and improvement support, and charter development services— appears at least in part to overlap with the services SERF is obligated to provide under the SERF–SCALE licensing agreement, including annual evaluation of the educational program and recommendations for program improvement. (SERF–SCALE Agreement, § 1(b).) SCALE thus appears to be paying two separate Wynder-controlled entities for these advisory and program support services.

Academy of Sports Science / Acuity Technical Academy. RCOE has identified a software license and subscription agreement signed April 25, 2026, but backdated to be effective July 1, 2025, between SCALE and Acuity Technical Academy, described in the agreement as "a DBA of Academy of Sports Science, a California Nonprofit Corporation." Per the California Secretary of State's Statement of Information ("SOL"), the CFO and Secretary of Academy of Sports Science is Journey Wynder, whose listed address is 915 W. Foothill Blvd., C635, Claremont, CA 91711 — the same address as Scale Education and Research Foundation. The agreement commits SCALE to annual payments exceeding \$837,000, including \$750 per student per year for 850 students (with a 500-student minimum) for CTE software, and \$798 per month per user for 250 tutoring service licenses. The

agreement was signed during the pendency of the renewal appeal before RCOE. The Review Team is further concerned that the agreement was backdated to a time seemingly before Acuity existed as an entity—based on the data best available to the Review Team, the Articles of Incorporation for Acuity were not filed until November 1, 2025, although the agreement represents that Acuity was a service provider effective July 1, 2025. (Attachment G.)

Nationwide Sports and Education Foundation. RCOE has identified a school vendor agreement dated October 31, 2020, between SCALE and Nationwide Sports and Education Foundation (“Nationwide”), signed by Marlon Lewis as CEO of Nationwide. Lewis simultaneously appears on SCALE’s active employee roster as a salaried, full-time CTE Engagement Coordinator. Government Code section 1090, subdivision (a), provides: “Members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members.” Education Code section 47604.1 makes Government Code section 1090 applicable to charter schools. To the extent Lewis, as a SCALE employee, has a financial interest in the Nationwide vendor contract—by virtue of serving as CEO of the entity receiving payments under that contract—the arrangement raises a potential section 1090 concern. Additionally, the Nationwide vendor agreement lists Lewis’s email address as *fa06vendor@scaleacademy.org*—a SCALE-issued email domain—which further blurs the distinction between Lewis’s role as a SCALE employee and his role as CEO of a putatively independent vendor. (Attachment H.)

Cathedral of Praise International Ministries. RCOE has identified a school vendor agreement dated October 7, 2020, between SCALE and Cathedral of Praise International Ministries, a religious organization located at 3030 N. Del Rosa Avenue, San Bernardino, CA 92404. The agreement provides for per-pupil daily payments of \$19.44 in exchange for educational services.

Mission Career College as a School Vendor. RCOE has identified a school vendor agreement dated October 9, 2020, between SCALE and Mission Career College, Inc., providing for per-pupil daily payments of \$21.00. As previously noted, Mission Career College is a for-profit subsidiary wholly owned by SERF, which is controlled by Lawrence Wynder. This vendor agreement predates the lease-sharing arrangement at the Riverside facility and confirms that the financial relationship between SCALE and Mission Career College has existed since at least the 2020–21 school year.

Inconsistencies with SCALE’s Own Fiscal and Conflict-of-Interest Policies. SCALE’s adopted Fiscal Policies and Procedures require documentation of a good faith effort to secure the lowest possible cost for comparable goods or services for purchases over \$25,000 and require that potential conflicts of interest be disclosed upfront. SCALE’s Conflict of Interest Policy requires good-faith disclosure of material facts and a determination that the transaction is fair. None of the vendor

contracts reviewed by RCOE contain documentation that these requirements were satisfied, to the extent applicable, notwithstanding that at least four of the vendors — SERF, AEG, Mission Career College, and Academy of Sports Science / Acuity Technical Academy — are controlled by the Wynder family, and at least one vendor's CEO (Marlon Lewis of Nationwide Sports) is simultaneously a salaried SCALE employee.

Moreover, SCALE's fiscal policies do not provide any specific controls or approval procedures for large-value contracts; for example, apparently, the SCALE CEO acting alone could singularly approve a \$4 million contract. This is concerning to the Review Team.

Further, at least three of the school's vendor contracts use SCALE-issued email addresses as the vendor's contact:

- Cathedral of Praise, (fa07vendor@scaleacademy.org),
- Nationwide Sports (fa06vendor@scaleacademy.org), and
- TriFytt Sports (fa12vendor@scaleacademy.org).

The numbering convention — "fa07vendor," "fa06vendor," "fa12vendor" — suggests a systematized vendor-management structure in which SCALE assigns email accounts to its putatively independent contractors, potentially undermining the characterization of these entities as arm's-length vendors and suggesting that SCALE may control the communication infrastructure through which these vendor relationships operate.

Figure 1: Wynder-Controlled Contracts

Related Organization	Interested Parties	Years Paid	Total Paid
Scale Education & Research Foundation	Lawrence Wynder, CEO Charlene Wynder, Secretary/CFO/Registered Agent	2019-2026	\$14,003,140
Mission Career College	Scale Education & Research Foundation Owned/Controlled	2021-22	\$380,229
Santa Fe Depot Office, LLC	Lawrence Wynder, Manager Charlene Wynder, Organizer/Registered Agent	2025-2026	\$130,000
Almega Education Group	Lawrence Wynder, Manager/CEO Charlene Wynder, Secretary/Registered Agent	2019-2026	\$999,254
Academy of Sports Science (dba Acuity Technical Academy)	Journey Wynder, Secretary/CFO Charlene Wynder, Registered Agent	2025-26	\$837,000
Acuity Data Systems, Inc. (Authorizes AOSS to conduct business on its behalf)	Lawrence Wynder Reservation Owner Charlene Wynder, Registered Agent		
Total:			\$16,349,623

See contracts in Attachments section for more details.

Enrollment Pattern Concerns Reflecting Upon Charter School’s Operations

The Review Team has concerns regarding the enrollment patterns of SCALE as the charter school reports 1,365–1,392 ADA (FY2025) under a PVUSD charter with zero operational presence near PVUSD’s community. The fact that 200 miles separates SCALE Facilities from its authorizing district raises concerns regarding whether and how the SCALE is serving students from within the authorized geographic location.

Connections with Private Religious Schools and Potential Misuse of Public Funds

RCOE’s review has identified evidence that SCALE operates undisclosed enrollment and staffing partnerships with one or more private schools in Orange County, including at least two private Islamic schools and a related nonprofit learning program. These arrangements raise substantial concerns regarding the diversion of public charter school funds to private religious institutions, the integrity of SCALE’s reported enrollment and ADA, and SCALE’s compliance with constitutional and statutory prohibitions on public funding of religious instruction. These concerns include:

Dual Employment of Private School Staff as SCALE Teachers. The Review Team has identified at least four individuals who are listed on SCALE’s active employee roster as full-time, salaried, remote, independent study teachers, while simultaneously serving as staff members — including in leadership roles — at CORE Academy, a private Islamic school operating out of the CORE Cal facility at 2221 W. Colchester Drive, Anaheim, California. CORE Cal’s website identifies itself as offering “Islamic studies” as a core program component. The four individuals are:

- Shaista Javeed — listed on SCALE’s roster as a full-time remote teacher; identified on CORE Cal’s website as Founder and Founding Board Member.
- Karen Kabir — listed on SCALE’s roster as a full-time remote teacher; identified on CORE Cal’s website as an elementary teacher at CORE.
- Nasreen Khan — listed on SCALE’s roster as a full-time remote teacher; identified on CORE Cal’s website as serving “on the administrative team as a Teacher of Record” at CORE and playing “a key role in supporting Dual Enrollment and AP programs.”
- Amina Sheikh — listed on SCALE’s roster as a full-time remote teacher; identified on CORE Cal’s website as “Elementary Vice Principal at CORE Academy,” with experience in “public, charter, and private Islamic schools across southern California.”

SCALE’s attendance records for the 2025–26 school year show these four teachers were the teacher of record for between 133 and 182 students assigned to these teachers. CORE Academy is listed on the California Department of Education’s private school directory.

RCOE has also identified a fifth individual, Elshaimaa Ahmed, who is listed on SCALE’s active employee roster as a full-time, salaried, remote independent study teacher and who simultaneously appears on the staff directory of Orange Crescent School, a private Islamic school located at 1 Al Rahman Plaza, Garden Grove, California. Orange Crescent School’s academic program includes a dedicated “Religious Studies” department. SCALE’s records assign Ahmed to Track C, with approximately 47 students on her roster.

Two additional SCALE employees assigned to Track C hold leadership positions with Crescent Learning Program, Inc., a San Diego-based nonprofit (EIN 81-3918360; California Corporation No. 3943861). Zena Tarabishi is identified as Program Lead and Teacher of Crescent Learning Program. Sumaiyah Vedder is identified as CFO of Crescent Learning Program, Inc., a role confirmed by the organization’s IRS Form 990 filings. In total, Track C reflects approximately 189 students assigned to five teachers, at least three of whom have confirmed affiliations with Orange Crescent School or Crescent Learning Program, Inc.

Financial Arrangements Directing Public Funds to Private School Operators. The SERF–SCALE licensing agreement dated August 24, 2019, establishes a per-pupil payment from SCALE to Scale Education and Research Foundation (“SERF”)

at a rate of \$52 per student per instructional day, or 85% of ADA, whichever is greater. (SERF–SCALE Agreement, § 4(b).) A separate letter dated August 1, 2019, signed by Dr. Lawrence C. Wynder II as CEO of SERF, assigns \$24.83 per student per day—nearly 48% of the contracted per-pupil rate—to CORE, directing that “CORE shall invoice you directly for this amount.” (CORE Assignment Letter, Aug. 1, 2019.) The Review Team is unaware of any actual contract or agreement regarding these funds.

EdJoin Job Posting Reflecting Religious-Site Operations. In March 2022, SCALE posted a full-time, 11 month, Teacher Coordinator position on EdJoin for the “Orange County Area—Garden Grove,” listing SCALE Leadership Academy as the posting agency and providing SCALE’s telephone number (888-315-4660) and Angie Casares, SCALE Human Resources Director, as the contact. (Attachment D.)

The job posting stated: “This site is Muslim based so someone with this background/experience is preferred but not mandatory.”

A public charter school is prohibited from expressing a religious preference in employment and from operating an instructional site with a religious identity. The Garden Grove location and religious description are consistent with Orange Crescent School’s location and mission.

Constitutional and Statutory Concerns. The cumulative evidence raises substantial concerns under Article IX, Section 8 of the California Constitution, which prohibits public funds from being used to support any school “not under the exclusive control of the officers of the public schools.” These concerns also implicate Education Code section 47605(e), which requires charter schools to be nonsectarian in their programs, admission policies, employment practices, and all other operations. None of these apparent relationships—with CORE Cal, Orange Crescent School, or Crescent Learning Program, Inc.—were disclosed in the Renewal Petition, and they raise serious concerns regarding potential violation of California law and/or the California Constitution.

To the extent SCALE’s track-based enrollment structure functions as a mechanism through which public ADA funds support the operations of private religious schools, and/or provide education to students of a religious nature, these constitutional provisions are implicated regardless of how the financial arrangements are characterized.

D. Findings under Education Code section 47607.2(d)(3)

A chartering authority may deny a charter renewal to middle-performing charter schools only upon making written findings, setting forth specific facts to support the findings, that the charter school has failed to meet or make sufficient progress toward meeting

standards that provide a benefit to the pupils of the school, that closure of the charter school is in the best interest of pupils and, if applicable pursuant to paragraph (2), that its decision provided greater weight to performance on measurements of academic performance.

Findings for Consideration:

SCALE Leadership Academy Has Failed to Meet or Make Sufficient Progress Toward Meeting Standards That Provide a Benefit to Pupils

The Review Team reviewed SCALE Leadership Academy's performance on the state and local indicators included in the California School Dashboard, available multi-year academic trajectory data, and other information regarding the strength, consistency, transparency, and implementation of SCALE's educational program. Based on this review, the Review Team finds that SCALE Leadership Academy has failed to meet and has not made sufficient progress toward meeting standards that provide a benefit to the pupils enrolled in the school.

The Review Team acknowledges that SCALE has presented or identified evidence of upward academic trajectory in English language arts and mathematics over time, including through multi-year analyses intended to assess student progress across grade spans. The Review Team was unable to consider the presented evidence for reasons explained in the performance review.

Current Performance on ELA and Mathematics Standards

SCALE does not currently meet state performance standards in either English language arts or mathematics for the "All Students" group. For the "All Students" group, SCALE did not meet the applicable standard for ELA Color, ELA Distance from Standard, Math Color, or Math Distance from Standard in any of the four reported years from 2022 through 2025. Thus, on the most direct measures of academic performance, the school was 0-for-4 in ELA Color, 0-for-4 in ELA Distance from Standard, 0-for-4 in Math Color, and 0-for-4 in Math Distance from Standard.

This pattern demonstrates that SCALE's academic performance remains below standard in the core areas of literacy and mathematics. Although trajectory data may show movement in a positive direction, the school has not yet reached the level of performance necessary to meet state academic standards schoolwide.

Subgroup Performance

The same concern appears across SCALE's major pupil subgroups. English Learners did not meet the ELA or mathematics standards in any reported year from 2022 through 2025. Socioeconomically disadvantaged pupils likewise failed to meet

ELA Color, ELA Distance from Standard, Math Color, and Math Distance from Standard in all four reported years. Students with disabilities also failed to meet each ELA and mathematics measure in all four reported years.

The data also show persistent underperformance by racial and ethnic pupil groups. African American pupils did not meet ELA or mathematics standards in any of the four reported years. Hispanic pupils did not meet ELA or mathematics standards in any of the four reported years. White pupils similarly did not meet ELA or mathematics standards in any of the four reported years. Asian pupils and pupils identifying as Two or More Races did not meet ELA or mathematics standards in either of the two reported years for which those indicators were available.

This subgroup data is significant because it shows that SCALE's academic underperformance is not isolated to one pupil group or one year of data. Rather, the school remains below standard across the student population and across nearly every numerically significant student group for which ELA and mathematics data are available.

Progress Toward Meeting Standards

The Review Team considered evidence that SCALE's ELA performance reflects an upward trajectory over time, with improvement across years for the "All Students" group and certain student groups. The Review Team also considered evidence that SCALE's mathematics performance reflects a mixed trajectory over time.

Other Dashboard Indicators

The Review Team also reviewed SCALE's performance on other Dashboard indicators, including the English Learner Progress Indicator, College/Career Indicator, Chronic Absenteeism, Graduation Rate, and Suspension Rate.

SCALE's English Learner Progress Indicator results were mixed. The school met the ELPI standard in two of the four most recent reporting years, but did not meet the standard in the other two years, including the most recent reported year. This mixed performance does not overcome the school's persistent failure to meet ELA and mathematics standards for English Learners.

SCALE's College/Career Indicator results were also mixed. The school met the CCI standard in one reported year but did not meet it in the most recent reported year. This indicator does not demonstrate sustained college or career readiness sufficient to offset the school's academic underperformance.

SCALE's Chronic Absenteeism results show recent improvement, including positive results on the two most recent Dashboards for the "All Students" group and certain student groups. However, chronic absenteeism was not consistently met across the charter term or across all student groups. For the "All Students" group, the school met the Chronic Absenteeism standard in two of four reported years. For

socioeconomically disadvantaged pupils, students with disabilities, African American pupils, and Hispanic pupils, the school also met the Chronic Absenteeism standard in two of four reported years. These results show improvement, but not consistent standard-meeting performance across the term.

SCALE's Graduation Rate performance is stronger for the "All Students" group, with the school meeting the standard in three of four reported years. However, the Graduation Rate results are more mixed for socioeconomically disadvantaged pupils, who met the standard in two of four reported years. The Review Team recognizes Graduation Rate as a positive indicator for the school, but does not find that it outweighs the repeated failure to meet ELA and mathematics standards, particularly given the statutory direction to give greater weight to academic performance.

SCALE's Suspension Rate results are a strength. The school met the Suspension Rate standard across all reported years and student groups. The Review Team recognizes this as a positive factor and evidence that the school has maintained low suspension rates. However, a low suspension rate, standing alone, is not sufficient to demonstrate that pupils are receiving adequate academic benefit in the core instructional areas of ELA and mathematics.

Program Implementation Considerations

The Review Team also considered information regarding the strength and consistency of SCALE's program implementation over the charter term. These considerations do not replace the academic performance analysis and are not treated as the primary basis for denial. Rather, they provide additional context for evaluating whether the school's progress is sufficient and whether renewal is likely to result in pupils receiving the academic benefit required by law.

First, the Review identified that, on September 20, 2021, SCALE entered into a settlement agreement with the California State Controller's Office arising from an audit of the fiscal year ending June 30, 2019. The audit determined that SCALE's independent study agreements violated Education Code section 51747, subdivisions (a), (b), and (g)(8), including requirements concerning the maximum length of time allowed for completion of assignments, the number of allowed missed assignments before evaluation, and the requirement that independent study be represented as an optional educational alternative. The audit disallowed \$2,291,386 in apportionment, and SCALE agreed to a \$220,000 settlement payable through monthly apportionment reductions over three years, with the final installment satisfied during the fiscal year ending June 30, 2025.

These findings are material because independent study compliance is central to the operation of SCALE's nonclassroom-based educational program. The independent study agreement is not merely an administrative form; it is one of the core documents governing the educational relationship between the school and its

students. Deficiencies in those agreements therefore raise concerns regarding the school's implementation of the instructional model through which pupils receive educational services.

Second, the Review identified a contemporaneous self-assessment by SCALE's own leadership acknowledging concerns regarding graduation outcomes. At the March 12, 2022 SCALE Leadership Academy board meeting, the Executive Director reported a four-year cohort graduation rate of 82% for the Class of 2022, increased from 57.1% in 2021 and 52.9% in 2020. The Executive Director's statement, as reflected in the meeting minutes, acknowledged that the charter school's graduation rate "is poor" and "brings down our district's graduation rate." The Review Team recognizes that the school's later Graduation Rate data improved for the "All Students" group. However, the contemporaneous acknowledgement remains relevant because it demonstrates that student outcome concerns were known to the school during the charter term.

Third, the Review identified board records reflecting SCALE's use of Provisional Internship Permits for instructional staff during the charter term. While Provisional Internship Permits are a lawful staffing mechanism, reliance on PIP-credentialed staff warrants consideration when evaluating program strength, particularly in a nonclassroom-based independent study setting where the credentialed teacher is often the primary point of instructional contact for each student. In that context, staffing stability, credentialing, and teacher capacity are relevant to whether the school has implemented an educational program capable of producing sufficient academic benefit.

Fourth, the Review Team considered concerns regarding SCALE's facilities, geographic operations, and related transparency issues. The Review identified that SCALE appears to operate facilities outside the boundaries of its authorizing district, including a facility in Corona, California, within the boundaries of the Corona-Norco Unified School District, and a facility in Riverside, California, within the boundaries of the Riverside Unified School District. These facilities are approximately 200 miles from the authorizing district's boundaries. The Review further identified that the Corona facility appears to have served as SCALE's primary operating facility since August 1, 2023, and that the Riverside facility has operated since February 1, 2025.

The Review Team recognizes that the legal implications of these facilities are addressed more fully in separate findings in this report. For purposes of this renewal analysis, however, these facts are relevant because they bear on the strength, consistency, transparency, and legal compliance of SCALE's program implementation. SCALE's nonclassroom-based program depends heavily on the manner in which educational services, teacher support, student materials, and operational oversight are provided. Facilities used as operational hubs or resource centers are therefore directly relevant to understanding whether the school is implementing the program in a manner that benefits pupils.

The Review Team also identified concerns regarding the accuracy and completeness of SCALE's disclosures concerning these facilities. SCALE's renewal petition did not disclose all of the facilities and related operational relationships identified during the Review. In addition, SCALE represented that its Corona and Riverside facilities were administrative facilities with no on-site educational services. However, during a May 2026 site visit to the Corona facility, the Review Team observed teachers conducting live remote instruction from that location. The Review Team also learned of the Riverside facility through staff during the Corona site visit, and SCALE later acknowledged that PVUSD was not aware of the Riverside site. These facts raise concerns regarding whether SCALE has provided complete and accurate information regarding the manner in which it operates its program. They also raise concerns regarding whether the authorizer and reviewing agency can rely on SCALE's representations regarding program implementation, facilities, and service delivery. In the context of a school that remains below standard in ELA and mathematics across the "All Students" group and major student groups, these implementation and transparency concerns further undermine the Review Team's confidence that the school has demonstrated sufficient progress or program strength to warrant renewal.

These program implementation considerations support the Review Team's conclusion that SCALE's positive trajectory evidence is not sufficient to warrant renewal. The record does not show merely a school that is narrowly below standard while otherwise demonstrating consistently strong implementation, transparent operations, and reliable compliance with the requirements governing its instructional model. Rather, the record shows a school that remains below standard in ELA and mathematics schoolwide and across student groups, with additional implementation concerns relevant to the school's nonclassroom-based independent study model, facilities, transparency, and program operations.

Fifth, documentation reviewed suggests that SCALE seemingly maintains undisclosed enrollment and staffing partnerships with one or more private religious schools in Orange County, including CORE in Anaheim and Orange Crescent School in Garden Grove, as well as a related nonprofit entity, Crescent Learning Program, Inc., based in San Diego. At least seven SCALE employees listed as full-time or part-time remote independent study teachers simultaneously hold positions — including as Founder, Vice Principal, and CFO — at these private organizations. SCALE's attendance records reflect as many as 150 or more students assigned to these teachers. Financial records show that nearly 48% of the per-pupil daily payment SCALE makes to its affiliated foundation, SERF, is assigned to CORE for certain enrollment tracks. A SCALE job posting on EdJoin described a teaching position at a "Muslim based" site in Garden Grove, consistent with Orange Crescent School's location and mission. None of these relationships were disclosed in the Renewal Petition.

These facts are relevant to program implementation because they raise substantial questions about whether SCALE's reported enrollment accurately reflects students

receiving instruction through SCALE’s described program, or whether a portion of SCALE’s enrollment instead reflects students receiving instruction through arrangements with private schools that have not been disclosed to the authorizer. In the context of a school that remains below standard in ELA and mathematics, evidence that a material portion of the school’s enrollment may be structured through undisclosed private school partnerships further undermines confidence that SCALE’s educational program, as described in the Renewal Petition, is being implemented in a manner that benefits pupils.

Taken together, the evidence supports a finding that SCALE has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils. The Review Team recognizes that SCALE has shown some improvement over time, particularly in trajectory analyses for ELA and mathematics, and that the school has positive results on Suspension Rate and some stronger Graduation Rate results for the “All Students” group. However, those positive indicators do not outweigh the school’s repeated and widespread failure to meet academic standards in ELA and mathematics.

The decisive consideration is that, after multiple years, SCALE still does not meet ELA or mathematics standards schoolwide or across its major student groups. The Review Team therefore finds that the school’s progress, while present, is not sufficient.

Closure of SCALE Leadership Academy Is in the Best Interest of Pupils

The Review Team further finds that closure of SCALE Leadership Academy is in the best interest of pupils. The purpose of the renewal process is not only to determine whether a school has shown improvement, but whether continued operation is likely to provide pupils with an educational program that meets standards and provides meaningful academic benefit.

Here, SCALE’s pupils remain enrolled in a school that does not meet current standards in English language arts or mathematics. The school’s failure to meet those standards is schoolwide and extends across English Learners, socioeconomically disadvantaged pupils, students with disabilities, African American pupils, Hispanic pupils, White pupils, Asian pupils, and pupils identifying as Two or More Races. These are not isolated or narrow performance concerns. They reflect persistent underperformance in the core academic areas most directly tied to pupil learning.

The Review Team recognizes that closure is a significant action and that any closure process must be implemented carefully, with transition supports for pupils and families. The Review Team also recognizes that SCALE has demonstrated some positive indicators, including low suspension rates, recent improvement in chronic absenteeism, and stronger Graduation Rate performance for the “All Students” group. However, the best interest of pupils requires more than

improvement in selected indicators. It requires access to an educational program that is likely to produce sufficient academic benefit in foundational areas.

The best-interest analysis is also informed by concerns regarding the manner in which SCALE operates and discloses its program. SCALE reports substantial enrollment under a charter authorized by PVUSD, while the Review identifies no operational presence near PVUSD's community and identifies facilities approximately 200 miles from the authorizing district. The Review also identifies concerns that SCALE's facilities and related operational relationships were not fully disclosed in the renewal petition and supporting submissions. These facts raise concerns regarding the school's service model, transparency, and the ability of the authorizer to meaningfully oversee the program that pupils are receiving.

The Review also identified evidence that seemingly 150 or more students may be receiving instruction through undisclosed partnerships with one or more private religious schools in Orange County, and/or from teachers who have dual full time employment with SCALE and a private religious school, further undermining confidence that SCALE's enrollment and instructional model are operating as described in the Renewal Petition.

In light of the school's continued failure to meet ELA and mathematics standards, the Review Team does not find that renewal would serve pupils' best interests. Although the school has shown some upward trajectory, that trajectory has not resulted in standard-meeting performance. Continuing the charter would risk extending a pattern in which pupils remain below standard in core academic areas despite some evidence of improvement, while also continuing a program model that raises unresolved concerns regarding facilities, transparency, and implementation. Closure, with appropriate transition planning, would allow pupils and families to access other available public school options that are more likely to provide standard-meeting academic programs and to operate with clearer lines of oversight, accountability, and transparency. Accordingly, the Review Team finds that closure of SCALE Leadership Academy is in the best interest of pupils.

Greater Weight Was Given to Academic Performance

In reaching this recommendation, the Review Team gave greater weight to measurements of academic performance. The Review Team considered the full range of available indicators, including English Learner progress, College/Career Indicator, Chronic Absenteeism, Graduation Rate, and Suspension Rate. The Review Team also considered information regarding program implementation, including independent study compliance concerns, the school's self-reported concerns regarding graduation outcomes, use of Provisional Internship Permits during the charter term, facilities and geographic-operation concerns, and transparency concerns regarding SCALE's facilities and related operational relationships.

However, the Review Team assigned greater weight to ELA and mathematics performance because those indicators most directly measure whether pupils are meeting academic standards in core instructional areas. The Review Team also considered trajectory data in ELA and mathematics, including evidence that the school has shown upward movement over time. That evidence was relevant and was not disregarded. Nevertheless, when greater weight is given to academic performance, the Review Team finds that the school's current and repeated failure to meet ELA and mathematics standards is controlling.

For the "All Students" group, SCALE failed to meet ELA and mathematics standards in every reported year from 2022 through 2025. The same 0-for-4 pattern appears for English Learners, socioeconomically disadvantaged pupils, students with disabilities, African American pupils, Hispanic pupils, and White pupils on ELA and mathematics indicators. Where fewer years of data were available for Asian pupils and pupils identifying as Two or More Races, those groups also failed to meet the ELA and mathematics standards in each reported year.

The Review Team did not disregard SCALE's stronger performance on Suspension Rate, its recent improvement in Chronic Absenteeism, its mixed ELPI and CCI results, or its stronger Graduation Rate results for the "All Students" group. The Review Team also did not base this recommendation primarily on facilities, governance, vendor, or transparency concerns. However, those considerations provide relevant context for assessing whether SCALE's upward trajectory is sufficient and whether renewal is likely to result in pupils receiving meaningful academic benefit. They do not outweigh or replace the academic-performance evidence.

The Review Team therefore finds that this recommendation to deny renewal is based principally on SCALE's academic performance, and that greater weight has been given to measurements of academic performance in reaching this decision.

Overall Conclusion

For the reasons set forth above, the Review Team recommends that the chartering authority deny renewal of SCALE Leadership Academy. The record supports written factual findings that SCALE Leadership Academy has failed to meet or make sufficient progress toward meeting standards that provide a benefit to pupils; that closure of the charter school is in the best interest of pupils; and that, in reaching this recommendation, greater weight was given to the school's performance on measurements of academic performance.

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PALO VERDE
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"Improving Learning... Together"

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Jamey Mullion
Stephanie Romero

April Smith
Superintendent

March 5, 2026

SCALE Leadership Academy Governing Board
c/o Chris Shockley, Executive Director
SCALE Leadership Academy–East
1880 Compton Avenue
Corona CA 92881

Re: SCALE Leadership Academy–East Renewal Charter Petition

Dear Mr. Shockley:

The Palo Verde Unified School District ("District") is in receipt of the SCALE Leadership Academy–East renewal charter petition ("SCALE") that you submitted on January 20, 2026. As we discussed during our conversation of March 4, 2026, SCALE was initially approved in January 2018 for a five-year term that was to end on June 2023. It was extended by operation of law to June 2026. For several years, SCALE has operated a resource center, meeting space, and satellite facility, including administrative space, located outside the District's boundaries in Corona Unified School District ("CUSD") at 1880 Compton Avenue, Corona, California ("CUSD Site"). The CUSD Site is the sole site used and operated by SCALE; SCALE has no sites within the District's boundaries. Previously, SCALE operated a meeting site and satellite location at 14816 Central Ave, Chino, CA, but that site was shut down several years after the move to the CUSD site.

Education Code Section 47605(a)(1) specifies, "A petition for the establishment of a charter school shall identify a single charter school that will operate within the geographic boundaries of that school district." In the absence of a specific exception to the contrary, all charter school sites of whatever nature (including administrative sites that do not provide direct services to students) must be located within the boundaries of the authorizing school district. (See *Anderson Union High School District v. Shasta Secondary Home School* (2016) 4 Cal.App.5th 262. In *Anderson*, the Court of Appeal confirmed that charter schools may not locate sites outside of their authorizer's boundaries unless an exception applies, and the Charter Schools Act provides no exception for independent study resource centers to locate within the authorizer's county, but outside the authorizing district's boundaries.

The District Staff often visited the CUSD Site during the charter term. Based on our review of the site and information provided by SCALE staff to the District, while the CUSD Site is used as SCALE's administrative office, much of the space is also used for educational purposes. For example, we are aware that SCALE provides services to students with special needs and teachers provide direct instruction at the CUSD Site.

At the time that SCALE was initially approved by the District Board, the Education Code permitted the location of a resource center, meeting space, or satellite center outside the boundaries of the district that authorized the charter school. As we discussed, in 2020, the passage of AB 1505 and 1507 expressly revised provisions of the Education Code to prohibit the operation at and after the time of charter renewal of a resource center, meeting space, or other satellite facility outside the boundaries of the district that approved the charter school without the charter school first receiving approval from the school district where the site is operating.

More specifically, Education Code Section 47605(a)(5)(A) provides in pertinent part (emphasis added):

A charter school that established one site outside the boundaries of the school district, but within the county in which that school district is located before January 1, 2020, may continue to operate that site until the school submits a request for the renewal of its charter petition. To continue operating the site, the charter school shall do either of the following: (i) First, **before submitting the request for the renewal of the charter petition, obtain approval in writing from the school district where the site is operating.** (ii) Submit a request for the renewal of the charter petition pursuant to Section 47607 to the school district in which the charter school is located.

Additionally, Education Code 47605.1(c)(5)(A) provides (emphasis added):

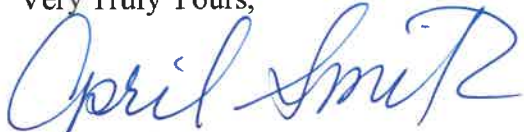
A charter school that was operating a resource center, meeting space, or other satellite facility outside the jurisdiction of the school district where the charter school is physically located before January 1, 2020, may continue to operate the resource center, meeting space, or other satellite facility until the charter school submits a request for the renewal of its charter petition. To continue operating the resource center, meeting space, or other satellite facility, the charter school, **before the request to the charter school's chartering authority for the renewal of the charter petition, shall first obtain approval in writing from the school district where the resource center, meeting space, or other satellite facility is operating.**

At the time of submitting its renewal request, SCALE did not provide a letter or other evidence from CUSD approving SCALE's continued operation at the CUSD Site. As such, pursuant to the express provisions of the Education Code referenced and quoted above, the District is prohibited from considering the renewal of SCALE's Charter and will take no further action on SCALE's renewal petition.

During our March 4th conversation, you denied that the CUSD Site is used by students at any time, instead asserting that all educational services, including the provision of the full continuum of placements and services for students with special needs, are provided entirely online. You further indicated that SCALE's attorney disagrees with the District's position, claiming that because SCALE purportedly does not serve students at the CUSD Site, it is not subject to the above-quoted limitations and requirements. We respectfully disagree with your assertions on this point. There is no authority in the Charter Schools Act for a charter school that is authorized or renewed by the District to operate *any* sites outside of the District – whether or not provide direct services to students – except as noted above. As such, the District's position has not changed, and the District is not authorized to and will not process this request for charter renewal further.

You inquired about resubmitting the renewal charter, after “fixing,” the issues. Please note, so long as SCALE continues to propose to operate at the CUSD Site, regardless of what services it may provide at that site, it will need to provide evidence of written prior approval from CUSD to continue operating at the space pursuant to a charter authorized by the District in order for the District to consider SCALE’s renewal. Alternatively, SCALE can submit the charter petition directly to CUSD for approval.

Very Truly Yours,

A handwritten signature in blue ink that reads "April Smith". The signature is written in a cursive, flowing style.

April Smith,
Superintendent

SCHOOL LICENSING AND DEVELOPMENT AGREEMENT

This agreement, made on August 24, 2019, between **SCALE Education and Research Foundation** (hereinafter referred to as “SERF”) and **SCALE Leadership Academy** (hereinafter referred to as “SLA”), through their authorized agents and as approved by their respective Board of Directors, with consideration hereby given, acknowledged, and received (“Agreement”), hereby agree to the terms and conditions of this Agreement as follows:

Recitals

- A. Established in 2008, SERF is a nonprofit public benefit corporation organized and operating exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. One of the purposes of SERF is to, among other things, provide educational services in support of public and private education, including design, development and operation of educational and community schools and programs such as SCALE Leadership Academy (“SLA”).
- B. The parties herein affirm that SERF is the sole creator and owner of the SCALE¹ concept and brand, including all existing and future branding, logos, marketing, copyrights, trademarks, and service marks (hereinafter referred to as the “Brand”). The parties acknowledge that SERF is the sole creator, owner, and developer of the SCALE Leadership Academy Charter School Educational Model and Petition (hereinafter referred to as the “Model”), upon which SLA was based and founded in 2010. It is the intent of SERF to continue to offer the Brand and Model for the continued development of SLA as a single charter school and to the extent SLA continues to expand to additional charter schools, as specified by this Agreement.
- C. The parties have shared interests in continuing to provide academic and enrichment services/opportunities to the communities SLA and SERF currently serve (and communities they will serve in the future); providing continuity with respect to the Brand, Model, and educational programs and enrichment activities; and continuing to improve such programs, activities, and services under the SCALE Model and Brand. The parties enter into this Agreement, in part, for such purposes.
- D. The parties further intend to maintain the integrity of the SCALE Brand and Model, operate high quality schools and programs, and allow SERF to continue to adequately support SLA, and as such the parties enter this Agreement also for such purposes, among other things.

¹ “SCALE” is an acronym for “Schools and Communities for Advanced Learning Experiences”

- E. All recitals, documents, and references herein are incorporated in this Agreement as though fully set forth herein.

Terms

1. **Use of Brand and Model.** SERF hereby grants SLA and any subsidiary schools a nonexclusive license to use of the SCALE Brand and Model for a term of ten (10) years from the date of this Agreement, or, as long as SLA continues to operate under an authorized charter, whichever is later. This Agreement shall continue unless one of the following occurs: all SLA charter(s) is/are revoked or not renewed by an authorizing agency and/or this Agreement is terminated by mutual written agreement of the parties.
 - a) SLA may use the logos, branding, fliers, business cards, brochures, folders, design templates, press releases, websites, email marketing resources, images, social media, and all marketing materials and resources associated with the SCALE Brand and Model (“Marketing Materials”), provided that any use of any and all Marketing Materials has been approved by SERF prior to the use, replication, posting, production, distribution, and/or circulation of such materials.
 - b) On an annual basis, SERF and/or its agents will evaluate the educational program as prescribed by the authorizing charter and make recommendations for program improvement to the SLA Board of Directors.
 - c) In the event that this Agreement is terminated by mutual agreement of the parties prior to revocation or non-renewal of its current charter authorized by the Acton-Agua Unified School District (or any other charter petitions approved and authorized by a school district, county, state, or any authorizing agency in the future), SLA agrees to pay a licensing fee to SERF in the amount of \$20,000 per year, beginning with the year 2010 and every year thereafter that the SCALE Brand and Model was used by SLA through and including the date of termination.
2. **Accreditation.** As part of this Agreement, SLA hereby grants SERF the ability to apply for applicable accreditations on behalf of and for SLA and its associated schools and programs under SERF. The parties agree that any accreditations obtained by SERF during the term of this Agreement shall be extended to SLA and its associated schools and programs during the term of this Agreement only and shall be terminated if this Agreement is terminated.

3. **Confidentiality.** Each party agrees to maintain in confidence all information received from the other party under this Agreement and deemed by such party to be confidential, and agrees not to disclose the same to third parties, and agrees to obligate all of its employees having access to such information to adhere to this obligation of confidentiality. This mutual obligation of confidentiality shall not apply to any information which is or becomes public knowledge through no fault of the receiving party or which the receiving party can demonstrate in writing was known prior to the disclosure by the disclosing party or which is obtained by the disclosing party from a third party with an unrestricted legal right to disclose the same to others. The provisions of this section shall continue in effect for a period of two (2) years after the termination of this Agreement.

a) “Confidential Information” to be maintained confidential means information and physical material not generally known or available outside the knowledge of SERF or SLA and information and physical material entrusted to the parties in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, processes, formulas, techniques, designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees, independent contractors, and consultants of SLA or SERF (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, vendors, third party service providers, and students, price lists, pricing methodologies, cost data, marketing plans, licenses, contract information, business plans, financial information, historical financial data, bank account information, budgets, spreadsheets, financial and enrollment projections, or other business information (whether by oral, written, graphic or machine-readable format), which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

4. **Recruitment & Enrollment Services.** SERF has and will continue to actively recruit, and enroll students, and develop and maintain affiliated learning programs for SLA.

- a) In support of such efforts, services, and programs, SLA will pay a curriculum and enrichment allowance in the form of a check to SCALE Education & Research Foundation as a 1099 payment for such services rendered.
- b) The parties agree that the rate shall be \$52 per student per instructional day, or 85% of ADA, whichever is more, for students enrolled during the academic school year. Payments shall be calculated using the following formula:

$$\text{\# of students X instructional days (in Learning Period) x \$52 (or 85\% of ADA) = Invoice Amount}$$

- c) SERF will invoice SLA at the end of each Learning Period and invoice shall be paid within ten (10) business days of submission.
- d) SLA will provide an assigned staff member to collect paperwork with SERF to:
 - i. Collect all enrollment documents including:
 - 1. Master Agreement
 - 2. Proof of Residency
 - 3. Birth Certification/and or Transcript
 - ii. Facilitate enrollment of students in the curriculum if necessary
 - iii. Collect Monthly Attendance Logs for Partnership Students
 - iv. Collect Monthly Work Samples for Partnership Students
 - v. Allow for Pathways access to all SERF to review and keep track of total ADA for all tracks only if necessary
- e) All payments to SERF under Paragraph 3 of this Agreement shall be guaranteed; in the event that this Agreement is terminated by mutual agreement of the parties prior to revocation or non-renewal of SLA's charter authorized by the Acton-Agua Unified School District (or any other charter petitions approved and authorized by a school district, county, state, or any authorizing agency in the future) and if this Agreement is termination in the middle of any given school year, SLA agrees to pay to SERF the greater of: (1) **actual students enrolled X applicable daily rate X 180 instructional days**; or (2) **80 students X applicable daily rate X 180 instructional days**. Final payment under this provision shall occur within ten (10) days of termination.

5. **Non-Compete Agreement.** For the duration of this Agreement and for a period of two (2) years from the date of the termination of this Agreement by any party, SLA, or any of its agents, shall not, directly or indirectly, either as an employee, consultant, partner, shareholder, officer, or director, engage or participate in any business competitive with that of SERF, including but not limited to recruitment of students and development of

any and all SERF-affiliated learning center(s), programs, and/or training facilities and contacts in Riverside, San Bernardino, Orange, and Los Angeles counties originally procured and/or developed by SERF and/or its agents, so long as SERF carries on a like business. SLA acknowledges that partnership with SERF as provided in this Agreement will give SLA access to contacts, clients, students, and programs initially developed and continued to be developed by SERF and its agents. SLA agrees that this non-compete agreement shall apply to all contacts, clients, students, and programs initially developed and continued to be developed by SERF and its agents.

6. **Wind Up/Dissolution.** In the event of non-renewal or termination of all charters of SLA by an authorizing agency, or dissolution or winding up of SLA as a corporation for any purpose, the operating documents of SLA and applicable law require that upon dissolution or winding up the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational, and/or religious purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code (or the corresponding provision of any future federal internal revenue law). In the event of the wind up and dissolution of SLA for any purpose, all remaining assets after payment of all debts and liabilities shall be distributed to SERF in accordance with SLA's operating documents and applicable law. This provision applies whether or not the parties decide in the future to terminate the provisions set forth in paragraphs 1 and 3 of this Agreement.
7. **Principal Contacts.** The principal contacts for this Agreement will be Dr. Lawrence C. Wynder II for SERF and Chris Shockley for SLA.
8. **Sole and Entire Agreement.** This contract sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this contract shall be permitted. All changes to this document must be made in writing and agreed to by both parties.
9. **Severability.** The provisions of this contract are severable, and if any part of it is found unenforceable or is otherwise terminated or inapplicable, the other paragraphs shall remain fully valid and enforceable.
10. **Attorneys' Fees.** Should any party institute any legal action or proceeding to enforce any provision of this Agreement or for damages by reason of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to receive from the losing party all of its costs and expenses, including, without limitation, reasonable attorney's fees, court costs, and disbursements actually and reasonably incurred in connection with said proceeding.

11. **Governing Law.** This contract is made and entered into in the State of California and all of its provisions shall be governed and interpreted under California law.

12. **Interpretation.** This Agreement has been entered into voluntarily, knowingly and intelligently by the parties. The parties, and each of them, are fully aware of the effect of each and every term and condition of this Agreement and have either read this Agreement themselves or had the entire Agreement read to them. This Agreement shall be interpreted on the basis that it was equally drafted by all parties hereto.

13. **Notice.** Notice to each party pursuant to this Agreement shall be made via email and overnight delivery to the following:

Dr. Lawrence C. Wynder II
SCALE Education & Research Foundation
Email: lwynnder@scalefoundation.org
Address: 915 W. Foothill Blvd. C635 Claremont CA 91711

Attn: Chris Shockley
SCALE Leadership Academy
Email: Chris.Shockley@scaleacademy.org
Address: 14816 Central Ave Chino CA 91710

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.
SO STIPULATED AND AGREED.

“SERF”
SCALE EDUCATION & RESEARCH FOUNDATION

“SLA”
SCALE LEADERSHIP ACADEMY

By: [Signature]
Position: CEO

By: [Signature]
Position: Executive Director

9/1/2019
Date

9/1/2019
Date

CONSULTING AGREEMENT

This contract is made on **February 1, 2025**, between **Almega Education Group, LLC** (hereinafter referred to as "Consultant") and **SCALE Leadership Academy** (hereinafter referred to as "Client"), with consideration hereby given, acknowledged, and received ("Agreement"). Consultant and Client hereby agree to the terms and conditions of this Agreement as follows:

Recitals

- A. Client is a nonprofit public benefit corporation organized and operating exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. One of the purposes of this corporation is to, among other things, provide educational services in support of public education, including operation of SCALE Leadership Academy.
- B. In conduct of such business, Client desires to retain Consultant as an Academic Consultant, because of Consultant's extensive expertise and experience as they relate to all facets of educational program management.
- C. This contract is not intended to and shall not be construed to create the relationship of agent, employee, partnership, or joint venture, or any other relationship other than independent contractor between Consultant and Client.
- D. Consultant agrees to perform these services for Client under the terms and conditions set forth in this Agreement.
- E. All recitals, documents, and references herein are incorporated in this Agreement as though fully set forth herein.

Terms

- 1. **Scope of Services.** The parties have agreed that the scope of services and duties for this Agreement shall be based on the attached Scope of Services, Duties, and Compensation Addendum (hereinafter, "Addendum"). This addendum shall also outline the rate for the duties, services, and activities to be carried out by Consultant. The parties may change or amend the scope of services from time to time upon mutual written agreement.
- 2. **Materials & Resources.** Client agrees to provide Consultant with materials and documents that are necessary to carry out the scope of services set forth in the Addendum.
- 3. **Term.** This contract shall be effective on **February 1, 2025** and shall have a term of five (5) years. Consultant has the option to extend the initial term for another five (5) years. At the end of the initial term and any renewal periods, this contract, shall continue in full force and shall automatically renew for subsequent three (3) year term(s), unless terminated in writing not later than 90 days prior to the end of each term or renewal term.

4. **Payment for Services.** Consultant shall be paid in accordance with the following schedule:
- a) Consultant shall be paid by Client \$23,500.00 per month on the 1st of each month for services rendered under this Agreement beginning on March 1, 2025.
 - b) Consultant's total monthly payment fee shall increase by five (5) percent every year academic year after the conclusion of each twelfth month, and the increase shall begin on each academic restart date on every July 1st subsequently thereafter in which this Agreement is in effect.
 - c) In the event any additional charter school is approved, Consultant shall be paid an additional \$2,500 per month for any additional school.
 - d) Consultant shall be paid a \$50,000.00 payment upon approval of any petition to establish or renew charter school for charter development services rendered, within thirty (30) days of any district, county, and/or state approval.
 - e) In the event that additional services are required beyond the scope of Scope of Services set forth in paragraph 1 and in the Addendum, Consultant shall be paid \$450.00 per hour upon request to engage in school closure procedures.
5. **Opportunity to review.** Each party acknowledges that they have been provided with the opportunity to discuss, review, and negotiate the terms of this Agreement with counsel of their choice. Each party further represents that they have read this Agreement in its entirety, fully understand its meaning and effect, and are signing the document knowingly, freely, and voluntarily. In the past, the parties have been represented by the same counsel and to the extent such representation constitutes a conflict of interest, the parties hereby expressly waive any such conflict of interest.
6. **Confidentiality.** Each party agrees to maintain in confidence all information received from the other party under this Agreement and deemed by such party to be confidential and agrees not to disclose the same to third parties, and agrees to obligate all of its employees having access to such information to adhere to this obligation of confidentiality. This mutual obligation of confidentiality shall not apply to any information which is or becomes public knowledge through no fault of the receiving party or which the receiving party can demonstrate in writing was known prior to the disclosure by the disclosing party or which is obtained by the disclosing party from a third party with an unrestricted legal right to disclose the same to others. The provisions of this section shall continue in effect for a period of two (2) years after the termination of this Agreement.
7. **Status of Consultant.** This Agreement calls for the performance of the services of Consultant as an independent contractor and Consultant will not be considered an employee of the corporation for any purpose.

8. **Cancellation.** This Agreement shall continue in full force and effect throughout the term of this Agreement as set forth in paragraph 3 herein, unless terminated earlier as follows:

a) Consultant may cancel this Agreement at any time without cause by providing written notice of cancellation, provided, however Consultant shall make a good faith effort not to withdraw in such a way as to cause harm to Client's reputation, and shall return all relevant property, intellectual, informational, or otherwise to Client. In the event of Consultant's cancellation of this Agreement, Client shall pay Consultant all amounts owed to Consultant up until the date of notice of cancellation.

b) Client may terminate the Agreement at any time without cause by providing written notice of the cancellation to Consultant, subject to the term and payment provisions of paragraphs 3 and 4 of this Agreement.

9. **Sole and Entire Agreement.** This contract sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this contract shall be permitted. All changes to this document must be made in writing and agreed to by both parties.

10. **Severability.** The provisions of this contract are severable, and if any part of it is found unenforceable, the other paragraphs shall remain fully valid and enforceable.

11. **Governing Law.** This contract is made and entered into in the State of California and all of its provisions shall be governed and interpreted under California law.

12. **Interpretation.** This Agreement has been entered into voluntarily, knowingly and intelligently by the parties. The parties, and each of them, are fully aware of the effect of each and every term and condition of this Agreement and have either read this Agreement themselves or had the entire Agreement read to them. This Agreement shall be interpreted on the basis that it was equally drafted by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written below.

SO STIPULATED AND AGREED.

"Consultant"
ALMEGA EDUCATION GROUP, LLC



By: Authorized Official

2/1/25
Date

"Client"
SCALE LEADERSHIP ACADEMY



By: Authorized Official

2/1/25
Date

SCOPE OF SERVICES, DUTIES, AND COMPENSATION ADDENDUM

Title: Chief Consultant

Type:	Focus Area	Duties:
<ul style="list-style-type: none"> • Category 1: 	Board Academic Advisement	<ul style="list-style-type: none"> • Academic Advisement
<ul style="list-style-type: none"> • Category 2: 	Academic Administrative and Instructional Practice Consulting School & Program Evaluation Consulting	<ul style="list-style-type: none"> • Instructional Consulting, Administrative Academic Consulting • Program Evaluation & Improvement Support Consulting • CalPads and Dashboard Support
<ul style="list-style-type: none"> • Category 3: 	General Organizational Consulting	<ul style="list-style-type: none"> • Administrative Training • Staff Development & Training • Strategic Planning & Development
<ul style="list-style-type: none"> • Category 4 	Charter Development	<ul style="list-style-type: none"> • Charter development services

Payment Schedule:

- Consultant shall be paid by Client \$23,500.00 per month on the 1st of each month for services rendered under this Agreement beginning on **March 1, 2025** for services **beginning on February 1, 2025**.
- In the event any additional charter school is approved, Consultant shall be paid an additional \$2,500 per month for any additional school.
- Consultant's total monthly payments shall increase by five (5) percent every year, beginning with the July 1, 2026 payment and every July 1st subsequently thereafter in which this Agreement is in effect.
- Consultant shall be paid \$50,000.00 upon approval of any petition to establish or renew a charter school for charter development services rendered, within thirty (30) days of any district, county, and/or state approval of the additional charter school.

August 1, 2019

Scale Leadership Academy
14816 Central Avenue
Chino, CA 91710

To Whom It May Concern:

Regarding: TRACK B, C, D, or E participants/services

As you are aware, Scale Education & Research Foundation's contracted daily educational services rate is 52.00 per kid per day. This letter is to confirm that we are assigning a portion of our rate and revenue proceeds to **CORE**.

CORE is to receive \$24.83 per kid per day for any TRACK B, C, D, or E participants. This amount will be excluded from SERF's overall invoice. **CORE** shall invoice you directly for this amount.

Sincerely,



Lawrence C. Wynder II
Chief Executive Officer

[Back To Previous Page](#)

Teacher Coordinator - Orange County Area - Garden Grove

[Post](#) [Share](#) [Print](#)

Job Summary

Would Assist Current Credentialed Teacher at Partner site in Garden Grove area. This site is Muslim based so someone with this background/experience is preferred but not mandatory. Would consider a Certificated Multiple Subject Teacher at a Higher rate also. Also open to new Teachers needing to complete Internship.

Requirements / Qualifications

Edjoin Application
Resume
Cover Letter

This job posting has expired

Scale Leadership Academy

Application Deadline
5/31/2022 11:55 PM Pacific

Date Posted
3/15/2022

Contact
[Angie Casares](#)
8883154660

Number of Openings
1

Add'l Salary Info
\$45K - \$52K DOE

Length of Work Year
11-months

Employment Type
Full Time

ADD TO WISHLIST

VIEW JOB WISHLIST

This job posting has expired

SCHOOL VENDOR AGREEMENT
Specialty Programs
2020-2021 School Year

Recitals

- A. This Agreement is made between SCALE Leadership Academy, a California non-profit corporation, and Mission Career College, Inc. (“School Vendor”).
- B. SCALE Leadership Academy is a nonprofit public benefit corporation organized and operating exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. One of the purposes of SCALE Leadership Academy is to, among other things, provide educational services in support of public education, including operation of one or more public charter school(s). It is the desire of SCALE Leadership Academy to engage the services of the School Vendor as an independent contractor to provide educational services to SCALE Leadership Academy’s students.
- C. School Vendor represents that School Vendor has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out and perform the services to be performed under this Agreement. School Vendor further warrants and represents that School Vendor has the full right to enter into and execute this agreement and to undertake the obligations set forth herein.
- D. In consideration of these recitals and the promises set forth in this Agreement, of which the parties acknowledge, SCALE Leadership Academy and School Vendor agree to the following:

Terms

SECTION 1. SERVICES TO BE PERFORMED. From August 1, 2020 through June 30, 2021, School Vendor agrees to perform the following educational services on behalf of SCALE Leadership Academy:

- A) Provide supplemental educational support, including but not limited to tutoring, homework help, and ensuring student time and task management;
- B) Provide virtual access to curriculum, computer and technology access, and technical

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SH. SLA Initials: DS
CS

support;

C) Provide enrichment services;

D) Collect and submit enrollment documents and student work samples pursuant to state law and school policy in accordance with all applicable deadlines; and,

E) Administer state testing requirements in accordance with state law and school policy. SCALE Leadership Academy reserves the right to terminate this contract and/or withhold payment of any and all outstanding invoices if this condition is not met by School Vendor during the school year.

SECTION 2. PAYMENT. In consideration of the educational services to be performed by School Vendor, SCALE Leadership Academy agrees to pay School Vendor the rate of \$21.00 per instructional day for each student enrolled in the school and upon whose attendance is verified per the voucher and invoice system described below.

A) Upon completion of each Learning Period in the school year, School Vendor shall submit a Voucher to school staff to submit and verify the following: (1) the number of students enrolled in the school during that Learning Period; and (2) the number of days of attendance that can be verified for each student during the Learning Period. Attendance shall be verified through submission of two (2) copies of graded work samples per core subject per Learning Period or as otherwise amended and required during the school year by state law or school policy.

B) Once staff verifies and signs the Voucher forms, School Vendor may remit one (1) itemized invoice reflecting amounts owed for that Learning Period. Invoices shall be sent to specialtyprocessing@scaleacademy.org for SCALE Leadership Academy students. SCALE Leadership Academy will pay agreed upon charges within thirty (30) days of receipt of submission or within a reasonable time period as available funding permits. Submission of any invoices by School Vendor constitutes a School Vendor's agreement of the enrollment and attendance numbers verified by school staff for that Learning Period.

SECTION 3. EXPENSES. School Vendor shall be responsible for all expenses incurred while performing services under this Agreement.

SECTION 4. MATERIALS. School Vendor will furnish all materials, equipment and supplies used to provide the services required by this Agreement at School Vendor's sole expense.

SECTION 5. CONDITIONS OF SCHOOL VENDOR SERVICES. School Vendor shall be responsible for the following at School Vendor's sole expense and no payment

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under this agreement shall be made until the following has been submitted to school staff:

- a) Passed LiveScan for all employees, agents, and/or volunteers who will be in contact with students prior to providing any service to any student;
- b) School Vendor must provide SCALE Leadership Academy with a Certificate of Insurance for general liability issues in the amount no less than \$2,000,000 for bodily injury and property damage at any location, building, or facility used by the School Vendor for its program, naming Scale Leadership Academy as an additional insured; and,
- c) IRS Form W-9.

SECTION 6. TERM OF AGREEMENT. The term of this Agreement is from August 1, 2020 through June 30, 2021 and will become effective when signed by both parties. SCALE Leadership Academy has the option to renew this Agreement on an annual basis for subsequent school years, or as otherwise agreed by the parties in writing, unless this Agreement is terminated by either party terminates as set forth in Section 7 below.

SECTION 7. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause with fifteen (15) days written notice before said termination date. Additionally, this Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale or transfer of business of either party; (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or non-renewal of SCALE Leadership Academy’s charter.

If this Agreement is terminated by any party, and if applicable, the School Vendor shall, within five (5) business days of the termination date, return all property, equipment, and resources provided by SCALE Leadership Academy. If any property, equipment, and resources of SCALE Leadership Academy is damaged or otherwise rendered unusable, the School Vendor shall reimburse the original value of such property, equipment, and resources to SCALE Leadership Academy or such value shall be deducted from any final invoice owed to the School Vendor.

SECTION 8. INDEPENDENT CONTRACTOR STATUS. School Vendor is an independent contractor, not an employee of SCALE Leadership Academy. School Vendor’s employees or subcontractors are not SCALE Leadership Academy employees. School Vendor and SCALE Leadership Academy agree to the following rights consistent with an independent contractor relationship:

- a) School Vendor has the right to perform services for others during the term of this

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Agreement. School Vendor hereby represents that School Vendor generally works outside the usual course of SCALE Leadership Academy’s scope of business and is customarily engaged in an independently established trade, occupation or business of the same nature as the work performed;

- b) School Vendor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of School Vendor’s services are consistent with the responsibilities set forth herein;
- c) School Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement;
- d) School Vendor or School Vendor’s employees or subcontractors shall perform the services required by this Agreement;
- e) School Vendor may or may not, as School Vendor so chooses, retain employees or assistants to assist the School Vendor. SCALE Leadership Academy is not responsible for the compensation or instruction of School Vendor's employees or assistants and these employees or assistants remain the sole responsibility of School Vendor;
- f) SCALE Leadership Academy shall not hire, supervise or pay any assistants to help School Vendor;
- g) Neither School Vendor nor School Vendor’s employees or subcontractors shall receive any training from SCALE Leadership Academy in the skills necessary to perform the services required by this Agreement; and,
- h) Neither School Vendor nor School Vendor’s employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of SCALE Leadership Academy.

SECTION 9. WORKERS’ COMPENSATION. SCALE Leadership Academy shall not obtain workers’ compensation insurance on behalf of School Vendor or School Vendor’s employees. If School Vendor hires employees to perform any work under this Agreement, School Vendor shall obtain workers’ compensation insurance for those employees to the extent required by law.

SECTION 10. LOCAL, STATE, AND FEDERAL TAXES. School Vendor shall pay all required income taxes and FICA (Social Security and Medicare taxes) incurred while performing services and/or providing materials under this Agreement. School Vendor agrees that it is School Vendor’s exclusive responsibility to provide all employment taxes, insurance premiums, and local, state, and federal taxes related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state, or federal income taxes will be withheld from payments to School Vendor. SCALE Leadership Academy will not:

- a) Withhold FICA from School Vendor’s payments or make FICA



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 SLA Initials: _____

- payments on School Vendor’s behalf;
- b) Make state or federal unemployment compensation contributions on School Vendor’s behalf; or
- c) Withhold state or federal income tax from School Vendor’s payments.

SECTION 11. CONFIDENTIALITY. School Vendor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by SCALE Leadership Academy and/ or used by SCALE Leadership Academy in connection with the operation of its business including, without limitation, SCALE Leadership Academy business and product processes, methods, pupil/personnel record information, accounts and procedures.

Each party agrees to maintain in confidence all information received from the other party under this Agreement and deemed by such party to be confidential, and agrees not to disclose the same to third parties, and agrees to obligate all of its employees having access to such information to adhere to this obligation of confidentiality. This mutual obligation of confidentiality shall not apply to any information which is or becomes public knowledge through no fault of the receiving party or which the receiving party can demonstrate in writing was known prior to the disclosure by the disclosing party or which is obtained by the disclosing party from a third party with an unrestricted legal right to disclose the same to others. The provisions of this section shall continue in effect for a period of two (2) years after the termination of this Agreement.

“Confidential Information” to be maintained confidential means information and physical material not generally known or available outside the knowledge of SCALE Leadership Academy or School Vendor and information and physical material entrusted to the parties in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, processes, formulas, techniques, designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees, independent contractors, and consultants of the SCALE Leadership Academy or School Vendor (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, vendors, third party service providers, and students, price lists, pricing methodologies, cost data, marketing plans, licenses, contract information, business plans, financial information, historical financial data, bank account information, budgets, spreadsheets, financial and

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enrollment projections, or other business information (whether by oral, written, graphic or machine-readable format), which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

SECTION 12. EXCLUSIVE AGREEMENT. This contract sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this contract shall be permitted. All changes to this document must be made in writing and agreed to by both parties. This Agreement may not be assigned in whole or in part without the prior consent of the parties. The provisions of this contract are severable, and if any part of it is found unenforceable or is otherwise terminated or inapplicable, the other paragraphs shall remain fully valid and enforceable.

SECTION 13. GOVERNING LAW & INTERPRETATION. This contract is made and entered into in the State of California and all of its provisions shall be governed and interpreted under California law. This Agreement has been entered into voluntarily, knowingly and intelligently by the parties. The parties, and each of them, are fully aware of the effect of each and every term and condition of this Agreement and have either read this Agreement themselves or had the entire Agreement read to them. This Agreement shall be interpreted on the basis that it was equally drafted by all parties hereto. The parties agree that the individual signatories on this Agreement are authorized and have the legal authority to enter in this Agreement on behalf of the parties.

SECTION 14. LIMITED LIABILITY. This provision allocates the risks under this Agreement between School Vendor and SCALE Leadership Academy. School Vendor’s pricing reflects the allocation of risk and limitation of liability specified below. However, School Vendor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of School Vendor or School Vendor’s employees or agents while on SCALE Leadership Academy premises to the extent such actions or omissions were not caused by SCALE Leadership Academy.

SECTION 15. LIABILITY AND INDEMNIFICATION. With regard to the services to be performed by the School Vendor pursuant to the terms of this Agreement, School Vendor agrees to indemnify SCALE Leadership Academy and to hold SCALE Leadership Academy harmless from and against all claims, liability, loss, damage and expenses (including but not limited to legal fees) arising from or due to any claim (including but not

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limited to any claim based on trademark, patent, or copyright infringement or alleged infringement) with respect to all or any part of the goods, products, systems, services and/or work covered by this Agreement, and any litigation based on any such claim. School Vendor shall, at School Vendor's sole cost and expense, defend any such litigation brought against SCALE Leadership Academy. School Vendor's obligation under this paragraph shall survive SCALE Leadership Academy's acceptance of, and payment for, the goods, products, systems, services and/or work.

SCALE Leadership Academy shall not be liable for any indirect, special, or consequential damages or lost profits or like expectancy damages suffered by School Vendor or any third party arising out of this Agreement. SCALE Leadership Academy shall not be liable to the School Vendor, or to anyone who may claim any right due to any relationship with the School Vendor, for any acts or omissions of SCALE Leadership Academy, except when said acts or omissions of SCALE Leadership Academy are due to willful misconduct or gross negligence. School Vendor shall hold SCALE Leadership Academy free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by School Vendor pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of SCALE Leadership Academy and SCALE Leadership Academy is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

School Vendor hereby waives, releases and discharges any and all claims for damages for the personal injury, death, or property damage which they may have, or which hereafter accrue to them, or asserted by any person, as a result of participation in any activities at any location operated by the School Vendor. The release is intended to discharge in advance SCALE Leadership Academy, and its affiliates, from any and all liability arising out of or in any way connected with student participation in any activities on School Vendor's premises, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is further agreed that this waiver, release, and assumption of risk, is to be binding on heirs and assigns. School Vendor agrees to indemnify and to hold SCALE Leadership Academy, all persons and entities associated with SCALE Leadership Academy, free and harmless from any loss, liability, damage, cost or expense, which may incur as a result of death, injury, or property damage that may be sustained at the School Vendor's premises.

SECTION 16. MARKETING MATERIALS. School Vendor may not use SCALE Leadership Academy logos, branding, fliers, business cards, brochures, folders, design templates, press releases, websites, email marketing resources, images, social media, and any and all marketing materials and resources associated with SCALE Leadership Academy and/or provided and/or developed by SCALE Leadership Academy or its

SV Initials: SH. SLA Initials: CS

affiliates (“Marketing Materials”).

The parties herein agree that SCALE Leadership Academy is the sole owner of any and all marketing materials utilized and/or developed for the School Vendor during the term of this Agreement and shall not be used and/or replicated after termination of this Agreement.

From time to time, SCALE Leadership Academy may approve use by School Vendor any and all Marketing Materials provided that the Marketing Materials has been approved by SCALE Leadership Academy prior to the use, replication, posting, production, distribution, and/or circulation of such materials.

School Vendor agrees not to use the SCALE Leadership Academy name, logos, and/or brand in any way whatsoever without the prior consent and approval of SCALE Leadership Academy.

SECTION 17. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered made both via email and overnight delivery/personal messenger to the following:



SCALE LEADERSHIP ACADEMY:

Name: Chris Shockley, Executive Director
Address: 14816 Central Avenue, Chino, CA 91710
E-mail Address: chris.shockley@scaleacademy.org

SCHOOL VENDOR:

Company Name: Mission Career College, Inc.
Name: Shariff Hunt
Address: 9731 Magnolia Blvd., Riverside, CA 92503
E-mail Address: shariff.hunt@missioncareercollege.com

[Signatures on the following page]

SV Initials:  SLA Initials: 

IN WITNESS WHEREOF, the parties, through their authorized agents listed below, have executed this Agreement as of the last date written below.

SO STIPULATED AND AGREED.

“SCALE LEADERSHIP ACADEMY”

DocuSigned by:
Signature: Chris Shockley
3DD24B26BDB840B...

By: Chris Shockley
Position: Executive Director

10/13/2020

Date

“SCHOOL VENDOR”

DocuSigned by:
Signature: Shariff M. Hunt
5C9154581433409...

Company Name: Mission Career College, Inc.
By: Shariff Hunt

Position: Executive Director

10/9/2020

Date

SV Initials: SH.

SLA Initials: CS

Software License and Subscription Agreement

Hosted software platform access, subscriptions, implementation, and student-data terms

Acuity Technical Academy

(Administrator of Acuity Data Systems)

California Nonprofit Public Benefit Corporation
3133 Mission Inn Avenue Suite B
Riverside, CA 92507

And

Scale Leadership Academy

California Nonprofit Public Benefit Corporation
1880 Compton Avenue
Corona, CA 92881

Prepared

Standard software subscriptions with clear client-side control.

This Software License and Subscription Agreement ("Agreement") is entered into by and between Scale Leadership Academy, a California Nonprofit Public Benefit Corporation ("Client"), and Acuity Technical Academy, a DBA of Academy of Sports Science, a California Nonprofit Corporation ("Licensor" and "Platform Provider"), effective as of the date of execution and signing by both parties (the "Effective Date"). Client and Licensor may be referred to individually as a "Party" and collectively as the "Parties."

Whereas Licensor has the authority to make agreements with interested organizations, issue licenses, and administer and facilitate Acuity Data Systems and features on behalf of Acuity Data Systems, Inc. and its proprietary software products and applications.

Whereas the Client wishes to obtain user licenses from the Licensor for its students and staff;

Whereas the Parties seek to engage in an agreement between the Parties;

The above Parties agree to the following terms and conditional as provided in this agreement.

1. Scope; Order Forms; Order of Precedence

1.1 This Agreement sets forth the standard legal terms that apply to Client's purchase, access, and use of Licensor's hosted software platforms, modules, subscriptions, and related support or implementation services identified in an **Order Form** executed by the parties under this Agreement.

1.2 An "Order Form" means a written ordering document, commercial schedule, or statement of work signed by both parties that identifies the products, subscription metrics, quantities, fees, billing cadence, term, and any implementation or custom services.

1.3 In the event of a conflict: (a) the applicable Order Form controls for commercial and service-specific terms; (b) Exhibit C controls for student data and privacy matters within its scope; and (c) this Agreement controls for all other matters.

2. Subscription Grant; Authorized Users; Service Changes

2.1 Subject to this Agreement and the applicable Order Form, Licensor grants Client a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable **Subscription Term** to access and use the products identified in the applicable Order Form (collectively, the "Products") solely for Client's internal educational, training, administrative, and operational purposes.

2.2 "Authorized Users" means Client's administrators, employees, instructors, staff, contractors, and enrolled students whom Client authorizes to use the Products within the subscription metrics purchased under the applicable Order Form.

2.3 Licensor may update, modify, or enhance the Products from time to time, provided that Licensor does not materially reduce the core functionality of a subscribed Product during the then-current Subscription Term.

2.4 Client acknowledges that its purchase and use of the Products is not contingent on the delivery of any future feature, functionality, release, or product unless expressly stated in a signed Order Form.

3. Restrictions; Client Responsibilities

Client shall not, and shall not permit any third party to:

- sublicense, resell, rent, lease, distribute, or otherwise make the Products available to any person or entity other than Authorized Users;
- modify, reverse engineer, decompile, disassemble, or create derivative works from the Products, except to the extent such restriction is prohibited by applicable law;
- use the Products to develop or benchmark a competing product or service;
- circumvent subscription limits, seat limits, access controls, or security protections;
- use the Products for any unlawful purpose or in violation of applicable law;
- share login credentials among multiple individuals or permit unauthorized access to the Products;
- remove or obscure proprietary notices contained in the Products or Documentation.

3.2 Client is responsible for: (a) the acts and omissions of its Authorized Users; (b) maintaining the confidentiality of account credentials; (c) the accuracy and legality of Client Data; and (d) ensuring that Client has all rights, permissions, and consents necessary for Licensor to process Client Data as contemplated by this Agreement.

3.3 Client shall not exceed the subscription quantities, seat counts, or other usage metrics purchased under the applicable Order Form. If Client exceeds those metrics, Licensor may require a reasonable true-up or invoice Client for the excess use at Licensor's then-current rates or the rate stated in the applicable Order Form.

4. Fees; Billing; Taxes; Suspension

4.1 Products, quantities, pricing, implementation fees, minimum commitments, billing cadence, and subscription start dates will be set forth in the applicable Order Form.

4.2 Unless an Order Form expressly states otherwise, fees are due in advance and are non-refundable, except as expressly provided in this Agreement.

4.3 Client is responsible for all sales, use, excise, value-added, withholding, or similar taxes arising from the transactions under this Agreement, excluding taxes based on Licensor's net income, property, or employees.

4.4 Licensor may suspend Client's access to the affected Products for overdue, undisputed amounts if: (a) Licensor provides at least ten (10) days' prior written notice; and (b) Client fails to cure the nonpayment within that notice period. Licensor will restore access promptly after the overdue undisputed amounts are paid.

5. Term; Renewal

5.1 This Agreement begins on the Effective Date and continues until all Order Forms have expired or been terminated, unless earlier terminated in accordance with this Agreement.

5.2 Each Order Form begins on the start date stated in that Order Form and continues for the initial subscription term stated in that Order Form. If an Order Form does not state an initial subscription term, the initial subscription term is one (1) year.

5.3 Unless an Order Form expressly states otherwise, each subscription automatically renews for successive one (1) year renewal terms unless either party provides written notice of non-renewal at least thirty (30) days before the end of the then-current term.

5.4 Expiration or termination of this Agreement does not automatically terminate an Order Form already in effect unless the Agreement is terminated in a manner that also terminates the applicable Order Form.

6. Support; Implementation; White-Label; Custom Work

6.1 Licensor or its assignee will deliver standard support, maintenance, onboarding, or implementation services as stated in the Order Form or Documentation.

6.2 Any white-label arrangement, custom development, configuration work, data migration, training, or other professional services must be described in a signed Order Form or statement of work. Licensor has no obligation to perform any such services unless expressly set forth in a signed writing. Any and all customization and upgrade will be charged a fee based on an hourly rate and must be agreed in writing by both parties before beginning any customization project.

7. Confidentiality

7.1 "Confidential Information" means non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, product roadmaps, pricing, technical information, security information, non-public business plans, and Client Data.

7.2 The Receiving Party shall: (a) use the Disclosing Party's Confidential Information only to perform or exercise its rights under this Agreement; (b) protect such Confidential Information using at least reasonable care; and (c) not disclose such Confidential Information except to its employees, contractors, professional advisors, and sub-processors who have a need to know and are bound by confidentiality obligations at least as protective as those in this Section.

7.3 Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes public through no fault of the Receiving Party; (b) was already lawfully known to the Receiving Party without restriction; (c) is lawfully received from a third party without restriction; or (d) is independently developed without use of the Disclosing Party's Confidential Information.

7.4 The Receiving Party may disclose Confidential Information to the extent required by law, subpoena, or court order, provided that, to the extent legally permitted, the Receiving Party gives prompt notice so the Disclosing Party may seek appropriate protective relief.

8. Ownership; Client Data

8.1 Licensor and its licensors retain all right, title, and interest in and to the Products, Documentation, software, technology, and all related intellectual property rights. Except for the limited rights expressly granted in this Agreement, no license or other rights are granted to Client.

8.2 As between the parties, Client retains all right, title, and interest in and to all data, content, records, documents, submissions, and other information provided to or made available through the Products by or on behalf of Client or its Authorized Users (collectively, "Client Data").

8.3 Client may provide suggestions, enhancement requests, or feedback relating to the Products. Client grants Licensor a non-exclusive, perpetual, irrevocable, royalty-free right to use such feedback without restriction, provided Licensor does not identify Client as the source of the feedback without Client's consent.

9. Security; Privacy; Student Data

9.1 Licensor will implement and maintain reasonable administrative, technical, and physical safeguards designed to protect Client Data against unauthorized access, use, disclosure, alteration, or destruction.

9.2 Licensor will use Client Data only to: (a) provide, maintain, support, and secure the Products and services under this Agreement; (b) comply with applicable law; (c) investigate or prevent security incidents, fraud, or misuse; and (d) as otherwise authorized in writing by Client.

9.3 If Client Data includes student records, pupil records, education records, or other student personal information, Exhibit C (Student Data Addendum) is incorporated into and made part of this Agreement and controls for its subject matter.

9.4 Licensor shall notify Client without undue delay after confirming any unauthorized access to, use of, or disclosure of Client Data and shall reasonably cooperate with Client in investigating and responding to the incident.

10. Limited Warranty; Disclaimer

10.1 Licensor warrants that during the applicable Subscription Term, the subscribed Products will perform in all material respects in accordance with the then-current Documentation. If Licensor breaches this warranty and Client provides prompt written notice describing the nonconformity in reasonable detail, Licensor will use commercially reasonable efforts to correct the issue.

10.2 If Licensor does not cure a verified warranty breach within a reasonable time, Client may terminate the affected Order Form and Licensor will refund the prepaid, unused fees for the terminated portion of the affected Subscription Term as Client's sole and exclusive remedy for that warranty breach.

10.3 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, DOCUMENTATION, SUPPORT, AND RELATED SERVICES ARE PROVIDED "AS IS." LICENSOR DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE PRODUCTS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF ALL SECURITY VULNERABILITIES.

11. Termination

11.1 Either party may terminate this Agreement or an affected Order Form for material breach if the other party fails to cure the breach within thirty (30) days after receiving written notice describing the breach in reasonable detail.

11.2 Either party may terminate this Agreement or an affected Order Form immediately upon written notice if the other party: (a) ceases business operations without a successor; or (b) becomes the subject of bankruptcy, insolvency, receivership, or similar proceedings that are not dismissed within sixty (60) days.

11.3 Upon expiration or termination of an affected Order Form: (a) Client's rights to access and use the affected Products immediately cease; (b) Client shall cease use of the affected Products; and (c) each party shall comply with its post-termination data return or deletion obligations under this Agreement and, if applicable, Exhibit C.

11.4 Termination does not relieve Client of the obligation to pay fees accrued before the effective date of termination. If Client terminates an Order Form under Section 11.1 due to Licensor's uncured material breach, Licensor will refund the prepaid, unused fees for the terminated portion of the affected Subscription Term.

12. Limitation of Liability

12.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF DATA, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT UNDER THE APPLICABLE ORDER FORM FOR THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM; PROVIDED THAT IF THE CLAIM ARISES DURING THE FIRST TWELVE (12) MONTHS OF AN ORDER FORM, THE CAP WILL BE THE FEES PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTHS OF THAT ORDER FORM.

12.3 The limitations in this Section do not apply to: (a) Client's payment obligations; or (b) either party's gross negligence, willful misconduct, or fraud.

13. General

13.1 Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, joint venture, fiduciary relationship, agency relationship, or employment relationship between the parties.

13.2 Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets, provided the assignee agrees in writing to be bound by this Agreement.

13.3 Force Majeure. Neither party is liable for delay or failure to perform due to causes beyond its reasonable control, excluding payment obligations.

13.4 Notices. Formal notices under this Agreement must be in writing and sent to the notice contacts identified below (or to such other address as a party later designates in writing). Notices of breach, termination, or non-renewal must be sent by email and by nationally recognized courier or certified mail.

Licensors Notice Contact: Toni Calvert
Email: billing@acuitycte.com
Address: 24046 Clinton Keith Road, Suite 101-162
Wildomar, CA 92595-8050

Client Notice Contact: Chris Shockley
Email: chris.shockley@scaleacademy.org
Address: 1880 Compton Avenue
Corona, CA 92881

13.5 Governing Law; Venue. This Agreement is governed by the laws of the State of California, without regard to conflict of law rules. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Riverside County, California.



13.6 Entire Agreement; Amendments. This Agreement, together with all Order Forms and exhibits expressly incorporated into it, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous proposals, discussions, or agreements on that subject matter. Any amendment must be in a written instrument signed by both parties.

13.7 Severability; Waiver. If any provision of this Agreement is held unenforceable, the remaining provisions remain in effect. A waiver of any breach is not a waiver of any other breach.

13.8 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Electronic signatures, including signatures delivered through Dropbox Sign or similar electronic signature platforms, are deemed original signatures and are binding.

EXHIBIT A PRODUCTS AND SERVICES SCHEDULE

Only the products and services expressly identified as included in an executed Order Form are licensed or provided under this Agreement. Availability, implementation timing, and any product-specific limitations must be stated in the applicable Order Form. No future release or future module is included unless expressly identified in a signed Order Form.

Product / Service	Description	Included in Order Form? (Yes/No)	Notes / Product-Specific Terms
AcuityCTE (Grades 5-12)	Student engagement platform connecting coursework, fieldwork, and career pathways; includes career-readiness content and tools for tracking and managing student progress.	YES 	Grades 5-12 only -PLC Community -Teacher Engagement and Evaluation System -Event Coordination and - Registration System -Engage Tracking System
AcuityLearn (Grade K-12) Available Jul 1, 2026	Curriculum and learning-content module.		-Interactive Learning Platform -Curriculum & Resource Server -Discover Learning Platform -Student Engagement Reporting System
AcuitySIS (K-12) & Postsecondary Available Jul 1, 2026	Centralized student information system.		-Student & Parent Information System -Transcript and Academic Record System -Registration System -Attendance Platform -State P1,P2, and P3 Reports for Public Schools -SST Management -Special Education Services
AcuityLMS (K-12) Include with one or more other products	Learning management system for distance learning and course delivery.	YES 	- Course Builder Tools - PLC Lesson Planning Community -Instructional Coaching Experience
AcuityOTS (Training/PostSecondary) Available Jul 1, 2026	Operational tools and custom workflow solutions, including scheduling, cohort management, instructor management, and related administration.		-Vocational Training Management System -Vocational Training -Attendance Platform -Cohort Management -Instructor Management -Branch Management Platform


Acuity SES (Training/PostSecondary) Available Jul 1, 2026	Supplemental Tutoring Services	YES		-SES Service and Support System
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EXHIBIT B INITIAL ORDER FORM / COMMERCIAL SCHEDULE

Order Form Effective Date: July 1, 2025

Client Legal Name: Scale Leadership Academy

Billing Contact / Email: chris.shockley@scaleacademy.org

Subscription Start Date: JULY 1, 2025 - JUNE 30, 2026

Initial Subscription Term: one (1) year

Renewal Term: successive one (1) year terms

Payment Due: 12 INSTALLMENTS/DUE EACH MONTH BASED ON THE INVOICE SCHEDULE

Special Commercial Terms: NA

Product / Service	Subscription Metric	Quantity	Unit Price	Billing Frequency	Notes:
AcuityCTE & PLC Component See MOU	Per student/per year	850	\$750.00 (per year/per student)	Annual/Paid in Installments	Min.500 Students
AcuityLearn (K-12 accredited curriculum)	Per user / seat per year	NA	\$500 per year	Monthly/Annually	No minimum
AcuitySIS (K-12 Only)	Per student seat per month	NA	\$3.00 (per student) \$35 (per seat /Teacher/Admin/ Support Staff)	Monthly	No minimum
AcuityLMS (K-12 Only)	Annual subscription	Included	\$45.00/Teachers 3.00 per student/per month	Annual/Per User	No minimum
Acuity SES (Tutoring Services)	Monthly Subscription	250.00	798.00 per user license/per month	Monthly Installments/Annual Fee	Order Form



Client acknowledges that its purchase under this Order Form is not contingent on any future feature, functionality, product release, or service offering unless expressly stated in this Order Form.

By executing the Agreement to which this Exhibit B is attached, the parties approve this Exhibit B as the initial Order Form unless the parties instead execute a separate Order Form.

EXHIBIT C STUDENT DATA ADDENDUM

This Exhibit C applies only to the extent Licensor processes Student Data on behalf of Client in connection with the Products. If Client does not provide or make available Student Data to Licensor, this Exhibit C does not apply. In the event of a conflict between Exhibit C and the Agreement, this Exhibit C controls its subject matter.

"Student Data" means pupil records, education records, student personal information, student-generated content, and other personally identifiable information relating to students that Client provides to Licensor, that Authorized Users submit through the Products on behalf of Client, or that Licensor receives or accesses in providing the Products for Client.

1. **Ownership and Control.** Student Data remains the property of and under the control of Client. Licensor acts only as a service provider, contractor, and, where applicable, a school official with legitimate educational interest, under Client's direct control with respect to the use and maintenance of Student Data.
2. **Permitted Use.** Licensor will use Student Data only to provide, maintain, support, secure, and improve the Products for Client; to carry out Licensor's obligations under the Agreement; to comply with applicable law; and as otherwise expressly authorized in writing by Client.
3. **Prohibited Uses.** Licensor will not: (a) sell Student Data; (b) use Student Data for targeted advertising; (c) create a profile of a student except as necessary for school-directed educational purposes or product functionality requested by Client; or (d) use Student Data for any purpose not required or specifically permitted by the Agreement.
4. **Sub-processors and Service Providers.** Licensor may disclose Student Data only to employees, contractors, sub-processors, and service providers who have a need to know and are bound by written obligations no less protective than this Exhibit C. Licensor remains responsible for their compliance with respect to Student Data.
5. **Parent, Guardian, and Eligible Student Requests.** Client retains responsibility for responding to requests by parents, legal guardians, and eligible students to review, obtain, transfer, or seek correction of Student Data. Licensor will provide reasonable assistance to Client in responding to such requests to the extent legally required and technically feasible.
6. **Student-Generated Content.** To the extent the Products permit students to create or upload content, Licensor will, where applicable and as described in the applicable Documentation or Order Form, provide a means for students to retain possession of or transfer their own student-generated content to a personal account or export destination designated by Client or the student, if applicable.
7. **Security.** Licensor will implement and maintain reasonable administrative, technical, and physical safeguards appropriate to the nature of the Student Data, including designation of

responsible personnel and appropriate workforce training, to protect Student Data from unauthorized access, destruction, use, modification, or disclosure.

8. **Security Incident Notice.** Licensor will notify Client without undue delay after confirming an unauthorized access to, use of, or disclosure of Student Data and will provide information reasonably available to Licensor concerning the nature of the incident, the categories of Student Data affected, and the corrective actions taken or proposed. Licensor will reasonably cooperate with Client in Client's response. Unless required by law, Client will be responsible for communications to parents, guardians, eligible students, regulators, or other third parties.

9. **FERPA and Applicable Student Privacy Laws.** The parties will cooperate in good faith to support Client's compliance with FERPA and other applicable student privacy laws. Licensor will not redisclose Student Data except as permitted by law and this Agreement.

10. **Deidentified Data.** Licensor may use deidentified and aggregated data derived from Student Data to maintain, develop, support, improve, or diagnose the Products, provided that such data cannot reasonably be used to identify any student, parent, guardian, or Client.

11. **Return and Deletion.** Upon expiration or termination of the applicable Products or upon Client's written request, Licensor will return or delete Student Data in its possession or control, except to the extent retention is required by law or necessary for secure backup retention for a limited period subject to continued protection. Upon Client's written request, Licensor will provide a written certification of deletion or return. Student-generated content that a student chooses to maintain in a separate account is excluded to the extent permitted by applicable law and the Documentation or Order Form.

12. **Conflict with Applicable Law.** Nothing in the Agreement or this Exhibit C limits either party's obligations to the extent such limitation is prohibited by applicable student privacy or education-record law.'

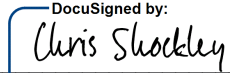
[Party signatures are on the next page.]

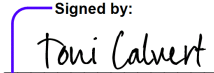
Signatures

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

Scale Leadership Academy (Client)

Acuity Technical Academy
(Licensor/Administrator)

By: 
DocuSigned by:
3DD21B26BDB840B...

By: 
Signed by:
11A1C00E0B354A3...

Name / Title: CHRIS SHOCKLEY, EXECUTIVE DIRECTOR

Name / Title: TONI CALVERT, AUTHORIZED CONTRACT ADMINISTRATOR

Date: 4/25/2026

Date: 4/25/2026

ADDITIONAL ATTACHMENTS:

PAYMENT INFORMATION

SAMPLE INVOICES

F-W9 FORM

PAYMENT INFORMATION:

PLEASE REMIT AUTOMATIC PAYMENTS TO

ACUITY DATA SYSTEMS

Account Number: 890000304042

Wire Routing Number: 122287251

ACH Routing Number: 122287251

PRINCIPAL BUSINESS ADDRESS

3133 MISSION INN AVENUE SUITE B

RIVERSIDE, CA 92507

BANK BRANCH INFORMATION:

Axos Bank: 4350 La Jolla Village Drive, Suite 140

San Diego, CA 92122

Acuity
 414 Yale Avenue Suite I
 Claremont, CA 91711(123) 456-7891



INVOICE NO. 07251	DATE 06/20/25
--------------------------	----------------------

Bill To:
Scale Leadership Academy
 CC: Chris Shockley, Exec.Dir.
 1880 Compton Ave
 CORONA CA 92881

Phone: (888) 315-4660
 E-mail: ruby.avendano@scaleacademy.org
 Fax: (909) 801-6003

UNITS	DESCRIPTION	UNIT PRICE	TOTAL
1	Intervention Service Licenses (ELA & Math Tutoring)	\$16,625	\$16,625
	July 2025 - Installment# 1		
	250 Licenses X \$ 798 = \$ 199,500.00		
	\$ 199,500.00/12 Months = \$ 16,625.00		
	SUBTOTAL		\$16,625
	SALES TAX		0%
	TOTAL DUE BY DATE 07/01/25		\$16,625

Thank you for your business!

SCHOOL VENDOR AGREEMENT
Specialty Programs
2020-2021 School Year

Recitals

- A. This Agreement is made between SCALE Leadership Academy, a California non-profit corporation, and Nationwide Sports & Education Foundation (“School Vendor”).
- B. SCALE Leadership Academy is a nonprofit public benefit corporation organized and operating exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. One of the purposes of SCALE Leadership Academy is to, among other things, provide educational services in support of public education, including operation of one or more public charter school(s). It is the desire of SCALE Leadership Academy to engage the services of the School Vendor as an independent contractor to provide educational services to SCALE Leadership Academy’s students.
- C. School Vendor represents that School Vendor has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out and perform the services to be performed under this Agreement. School Vendor further warrants and represents that School Vendor has the full right to enter into and execute this agreement and to undertake the obligations set forth herein.
- D. In consideration of these recitals and the promises set forth in this Agreement, of which the parties acknowledge, SCALE Leadership Academy and School Vendor agree to the following:

Terms

SECTION 1. SERVICES TO BE PERFORMED. From September 1, 2020 through June 30, 2021, School Vendor agrees to perform the following educational services on behalf of SCALE Leadership Academy:

- A) Provide supplemental educational support, including but not limited to tutoring, homework help, and ensuring student time and task management;
- B) Provide virtual access to curriculum, computer and technology access, and technical support;



- C) Provide enrichment services;
- D) Collect and submit enrollment documents and student work samples pursuant to state law and school policy in accordance with all applicable deadlines; and,
- E) Administer state testing requirements in accordance with state law and school policy. SCALE Leadership Academy reserves the right to terminate this contract and/or withhold payment of any and all outstanding invoices if this condition is not met by School Vendor during the school year.

SECTION 2. PAYMENT. In consideration of the educational services to be performed by School Vendor, SCALE Leadership Academy agrees to pay School Vendor \$12,000 per month for the months of September 2020 through June 2021 to service a minimum of thirty-three (33) to a maximum of thirty-five (35) students enrolled in the school per month and upon whose attendance is verified per the voucher and invoice system described below.

- A) Upon completion of every month of this agreement, School Vendor shall submit a Voucher to school staff to submit and verify the following: (1) a minimum of thirty-three (33) and maximum of thirty-five (35) students enrolled in the school during that Learning Period; and (2) that 100% attendance can be verified for each student during that month. Attendance shall be verified through submission of two (2) copies of graded work samples per core subject per Learning Period or as otherwise amended and required during the school year by state law or school policy. No payments will be issued unless the minimum enrollment and attendance requirements have been met.
- B) Once staff verifies and signs the Voucher forms, School Vendor may remit one (1) itemized invoice reflecting amounts owed for that Learning Period. Invoices shall be sent to specialtyprocessing@scaleacademy.org for SCALE Leadership Academy students. SCALE Leadership Academy will pay agreed upon charges within thirty (30) days of receipt of submission or within a reasonable time period as available funding permits. Submission of any invoices by School Vendor constitutes a School Vendor's agreement of the enrollment and attendance numbers verified by school staff for that Learning Period.

SECTION 3. EXPENSES. School Vendor shall be responsible for all expenses incurred while performing services under this Agreement.

SECTION 4. MATERIALS. School Vendor will furnish all materials, equipment and supplies used to provide the services required by this Agreement at School Vendor's sole expense.

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SECTION 5. CONDITIONS OF SCHOOL VENDOR SERVICES. School Vendor shall be responsible for the following at School Vendor's sole expense and no payment under this agreement shall be made until the following has been submitted to school staff:

- a) Passed LiveScan for all employees, agents, and/or volunteers who will be in contact with students prior to providing any service to any student;
- b) School Vendor must provide SCALE Leadership Academy with a Certificate of Insurance for general liability issues in the amount no less than \$2,000,000 for bodily injury and property damage at any location, building, or facility used by the School Vendor for its program, naming Scale Leadership Academy as an additional insured; and,
- c) IRS Form W-9.

SECTION 6. TERM OF AGREEMENT. The term of this Agreement is from September 1, 2020 through June 30, 2021 and will become effective when signed by both parties. SCALE Leadership Academy has the option to renew this Agreement on an annual basis for subsequent school years, or as otherwise agreed by the parties in writing, unless this Agreement is terminated by either party terminates as set forth in Section 7 below.

SECTION 7. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause with fifteen (15) days written notice before said termination date. Additionally, this Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale or transfer of business of either party; (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or non-renewal of SCALE Leadership Academy's charter.

If this Agreement is terminated by any party, and if applicable, the School Vendor shall, within five (5) business days of the termination date, return all property, equipment, and resources provided by SCALE Leadership Academy. If any property, equipment, and resources of SCALE Leadership Academy is damaged or otherwise rendered unusable, the School Vendor shall reimburse the original value of such property, equipment, and resources to SCALE Leadership Academy or such value shall be deducted from any final invoice owed to the School Vendor.

SECTION 8. INDEPENDENT CONTRACTOR STATUS. School Vendor is an independent contractor, not an employee of SCALE Leadership Academy. School Vendor's employees or subcontractors are not SCALE Leadership Academy employees. School Vendor and SCALE Leadership Academy agree to the following rights consistent



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with an independent contractor relationship:

- a) School Vendor has the right to perform services for others during the term of this Agreement. School Vendor hereby represents that School Vendor generally works outside the usual course of SCALE Leadership Academy’s scope of business and is customarily engaged in an independently established trade, occupation or business of the same nature as the work performed;
- b) School Vendor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of School Vendor’s services are consistent with the responsibilities set forth herein;
- c) School Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement;
- d) School Vendor or School Vendor’s employees or subcontractors shall perform the services required by this Agreement;
- e) School Vendor may or may not, as School Vendor so chooses, retain employees or assistants to assist the School Vendor. SCALE Leadership Academy is not responsible for the compensation or instruction of School Vendor's employees or assistants and these employees or assistants remain the sole responsibility of School Vendor;
- f) SCALE Leadership Academy shall not hire, supervise or pay any assistants to help School Vendor;
- g) Neither School Vendor nor School Vendor’s employees or subcontractors shall receive any training from SCALE Leadership Academy in the skills necessary to perform the services required by this Agreement; and,
- h) Neither School Vendor nor School Vendor’s employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of SCALE Leadership Academy.

SECTION 9. WORKERS’ COMPENSATION. SCALE Leadership Academy shall not obtain workers’ compensation insurance on behalf of School Vendor or School Vendor’s employees. If School Vendor hires employees to perform any work under this Agreement, School Vendor shall obtain workers’ compensation insurance for those employees to the extent required by law.

SECTION 10. LOCAL, STATE, AND FEDERAL TAXES. School Vendor shall pay all required income taxes and FICA (Social Security and Medicare taxes) incurred while performing services and/or providing materials under this Agreement. School Vendor agrees that it is School Vendor’s exclusive responsibility to provide all employment taxes, insurance premiums, and local, state, and federal taxes related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state, or federal income taxes will be withheld from payments to School Vendor. SCALE Leadership Academy will



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not:

- a) Withhold FICA from School Vendor’s payments or make FICA payments on School Vendor’s behalf;
- b) Make state or federal unemployment compensation contributions on School Vendor’s behalf; or
- c) Withhold state or federal income tax from School Vendor’s payments.

SECTION 11. CONFIDENTIALITY. School Vendor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by SCALE Leadership Academy and/ or used by SCALE Leadership Academy in connection with the operation of its business including, without limitation, SCALE Leadership Academy business and product processes, methods, pupil/personnel record information, accounts and procedures.

Each party agrees to maintain in confidence all information received from the other party under this Agreement and deemed by such party to be confidential, and agrees not to disclose the same to third parties, and agrees to obligate all of its employees having access to such information to adhere to this obligation of confidentiality. This mutual obligation of confidentiality shall not apply to any information which is or becomes public knowledge through no fault of the receiving party or which the receiving party can demonstrate in writing was known prior to the disclosure by the disclosing party or which is obtained by the disclosing party from a third party with an unrestricted legal right to disclose the same to others. The provisions of this section shall continue in effect for a period of two (2) years after the termination of this Agreement.

“Confidential Information” to be maintained confidential means information and physical material not generally known or available outside the knowledge of SCALE Leadership Academy or School Vendor and information and physical material entrusted to the parties in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, processes, formulas, techniques, designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees, independent contractors, and consultants of the SCALE Leadership Academy or School Vendor (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and consultants), lists of, or information relating to, vendors, third party service providers, and students, price lists, pricing methodologies, cost

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data, marketing plans, licenses, contract information, business plans, financial information, historical financial data, bank account information, budgets, spreadsheets, financial and enrollment projections, or other business information (whether by oral, written, graphic or machine-readable format), which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

SECTION 12. EXCLUSIVE AGREEMENT. This contract sets forth the full and complete agreement between the parties and fully supersedes any and all prior agreements or understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. No verbal modifications, additions, or deletions from this contract shall be permitted. All changes to this document must be made in writing and agreed to by both parties. This Agreement may not be assigned in whole or in part without the prior consent of the parties. The provisions of this contract are severable, and if any part of it is found unenforceable or is otherwise terminated or inapplicable, the other paragraphs shall remain fully valid and enforceable.

SECTION 13. GOVERNING LAW & INTERPRETATION. This contract is made and entered into in the State of California and all of its provisions shall be governed and interpreted under California law. This Agreement has been entered into voluntarily, knowingly and intelligently by the parties. The parties, and each of them, are fully aware of the effect of each and every term and condition of this Agreement and have either read this Agreement themselves or had the entire Agreement read to them. This Agreement shall be interpreted on the basis that it was equally drafted by all parties hereto. The parties agree that the individual signatories on this Agreement are authorized and have the legal authority to enter in this Agreement on behalf of the parties.

SECTION 14. LIMITED LIABILITY. This provision allocates the risks under this Agreement between School Vendor and SCALE Leadership Academy. School Vendor's pricing reflects the allocation of risk and limitation of liability specified below. However, School Vendor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of School Vendor or School Vendor's employees or agents while on SCALE Leadership Academy premises to the extent such actions or omissions were not caused by SCALE Leadership Academy.

SECTION 15. LIABILITY AND INDEMNIFICATION. With regard to the services to be performed by the School Vendor pursuant to the terms of this Agreement, School Vendor agrees to indemnify SCALE Leadership Academy and to hold SCALE Leadership

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Academy harmless from and against all claims, liability, loss, damage and expenses (including but not limited to legal fees) arising from or due to any claim (including but not limited to any claim based on trademark, patent, or copyright infringement or alleged infringement) with respect to all or any part of the goods, products, systems, services and/or work covered by this Agreement, and any litigation based on any such claim. School Vendor shall, at School Vendor's sole cost and expense, defend any such litigation brought against SCALE Leadership Academy. School Vendor's obligation under this paragraph shall survive SCALE Leadership Academy's acceptance of, and payment for, the goods, products, systems, services and/or work.

SCALE Leadership Academy shall not be liable for any indirect, special, or consequential damages or lost profits or like expectancy damages suffered by School Vendor or any third party arising out of this Agreement. SCALE Leadership Academy shall not be liable to the School Vendor, or to anyone who may claim any right due to any relationship with the School Vendor, for any acts or omissions of SCALE Leadership Academy, except when said acts or omissions of SCALE Leadership Academy are due to willful misconduct or gross negligence. School Vendor shall hold SCALE Leadership Academy free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered by School Vendor pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of SCALE Leadership Academy and SCALE Leadership Academy is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

School Vendor hereby waives, releases and discharges any and all claims for damages for the personal injury, death, or property damage which they may have, or which hereafter accrue to them, or asserted by any person, as a result of participation in any activities at any location operated by the School Vendor. The release is intended to discharge in advance SCALE Leadership Academy, and its affiliates, from any and all liability arising out of or in any way connected with student participation in any activities on School Vendor's premises, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above. It is further agreed that this waiver, release, and assumption of risk, is to be binding on heirs and assigns. School Vendor agrees to indemnify and to hold SCALE Leadership Academy, all persons and entities associated with SCALE Leadership Academy, free and harmless from any loss, liability, damage, cost or expense, which may incur as a result of death, injury, or property damage that may be sustained at the School Vendor's premises.

SECTION 16. MARKETING MATERIALS. School Vendor may not use SCALE Leadership Academy logos, branding, fliers, business cards, brochures, folders, design templates, press releases, websites, email marketing resources, images, social media, and

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any and all marketing materials and resources associated with SCALE Leadership Academy and/or provided and/or developed by SCALE Leadership Academy or its affiliates (“Marketing Materials”).

The parties herein agree that SCALE Leadership Academy is the sole owner of any and all marketing materials utilized and/or developed for the School Vendor during the term of this Agreement and shall not be used and/or replicated after termination of this Agreement.

From time to time, SCALE Leadership Academy may approve use by School Vendor any and all Marketing Materials provided that the Marketing Materials has been approved by SCALE Leadership Academy prior to the use, replication, posting, production, distribution, and/or circulation of such materials.

School Vendor agrees not to use the SCALE Leadership Academy name, logos, and/or brand in any way whatsoever without the prior consent and approval of SCALE Leadership Academy.

SECTION 17. NOTICES. All notices and other communications in connection with this Agreement shall be in writing and shall be considered made both via email and overnight delivery/personal messenger to the following:

SCALE LEADERSHIP ACADEMY:

Name: Chris Shockley, Executive Directors
Address: 14816 Central Avenue, Chino, CA 91710
E-mail Address: chris.shockley@scaleacademy.org

SCHOOL VENDOR:

Company Name: Nationwide Sports and Education Foundation
Name: Marlon Lewis
Address: 1871 N. Delilah Street, Corona, CA 92879
E-mail Address: fa06vendor@scaleacademy.org

[Signatures on the following page]

SV Initials:  SLA Initials: 

IN WITNESS WHEREOF, the parties, through their authorized agents listed below, have executed this Agreement as of the date written below.

SO STIPULATED AND AGREED.

“SCALE LEADERSHIP ACADEMY”

DocuSigned by:
Chris Shockley
3DD21B26BDB840B...

Signature: _____

By: Chris Shockley
Position: Executive Director

11/2/2020

Date

“SCHOOL VENDOR”

DocuSigned by:
Marlon Lewis
A5B70B284954457...

Signature: _____

Company Name: Nationwide Sports and Education Foundation
By: Marlon Lewis
Position: CEO

10/31/2020

Date

SV Initials: 

SLA Initials: 

END OF DOCUMENT

Refer to page 1 Renewal Options for Board Action