



Magnolia Public Schools

Regular Board Meeting

Date and Time

Tuesday August 10, 2021 at 6:00 PM PDT

Location

<https://zoom.us/j/95369915802?pwd=Rm8rcFZwNk81T1hZSUZJb2V0NnZrZz09>

Meeting ID: 953 6991 5802 **Passcode:** 237188

One tap mobile: +16699009128,,95369915802# US (San Jose)

All members of the public can participate by calling in using the numbers provided above.

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection. Magnolia Public Schools values public comment during Board meetings. For members of the public who would like to speak, we have speaker cards to be filled out prior to the beginning of the meeting. For teleconference meetings you can email us your request for public comment. We limit individual speakers to three (3) minutes and speakers with interpreters to six (6) minutes. For any questions regarding this meeting email board@magnoliapublicschools.org or call 213-628-3634 Ext. 100.

Board Members:

Ms. Sandra Covarrubias, Chair

Dr. Umit Yapanel, Vice-Chair

Dr. Salih Dikbas

Ms. Diane Gonzalez

Mr. Mekan Muhammedov

CEO & Superintendent:

Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Call the Meeting to Order			1 m
B. Record Attendance and Guests			1 m
C. Approval of Agenda	Vote		1 m
D. Public Comments			5 m
E. Announcements from CEO & Superintendent and Board Members			5 m
II. Closed Session			6:13 PM
A. Public Announcement Of Closed Session	FYI		1 m
B. Public Employee Performance Evaluation (§ 54957) - Title: CEO & Superintendent			30 m
C. Report Out Of Closed Session	FYI		1 m
III. Information/Discussion Items			6:45 PM
A. Academic/Accountability Updates	Discuss	E.Acar & D.Yilmaz	10 m
IV. Action Items			6:55 PM
A. Approval of Revised Independent Study Policy	Vote	E.Acar	10 m
B. Approval of Updated MPS Health and Safety Policy and Injury and Illness Prevention Program ("IIPP") COVID-19 Addendum	Vote	D.Hajmeirza	5 m
C. Approval of Teacher Assignment Option: Ed Code 44258.3 Procedure and Process	Vote	D.Hajmeirza	5 m
D. Approval of Teacher Assignment Option: Ed Code 44258.7(c)(d) Procedure and Process	Vote	D.Hajmeirza	5 m
E. Approval of MPS COVID-19 Testing Agreements for 2021-2022 School Year	Vote	D.Hajmeirza	5 m
F. Review and Approval of Resolution revoking "Resolution Concerning Measures to Address the Organizational and Educational Impacts of the COVID-19 Virus"	Vote	A.Rubalcava	5 m
Resolution to revoke multiple resolutions that granted authority approval powers to the CEO & Superintendent.			
V. Closing Items			7:30 PM
A. Adjourn Meeting	Vote		1 m

Cover Sheet

Announcements from CEO & Superintendent and Board Members

Section: I. Opening Items
Item: E. Announcements from CEO & Superintendent and Board Members
Purpose:
Submitted by:
Related Material: MPS Vision, Mission & Goals.pdf

Magnolia Public Schools

Vision: Graduates of Magnolia Public Schools commit to building a more peaceful and inclusive global society by transforming traditional ideas with creative thinking, effective communication, and the rigor of science.

Mission: Magnolia Public Schools provides a safe and nurturing community using a whole-child approach to provide a high-quality, college preparatory STEAM educational experience in an environment that cultivates respect for self and others.

Additional data sources:

<https://caaspp.cde.ca.gov/sb2017/Search>

<https://www.greatschools.org/>

Magnolia Public Schools 2021-22 Goals

- 1.** All students and staff will have access to a safe, secure, healthy, and high-quality learning and working environment. Students will receive high-quality services that are fundamental to academic success, including fully credentialed teachers, standards-aligned and high-quality instructional materials, and appropriately maintained school facilities.
- 2.** All students will have equitable access to a high-quality core curricular and instructional program and make academic progress on the California Content Standards. Students will pursue academic excellence and be college and career-ready.
- 3.** All students will have access to a well-rounded education that supports their readiness for college and the global world. Each student will become an independent, innovative scholar by practicing creativity in learning and using technology in transformative ways, and demonstrate high-quality learning outcomes.
- 4.** All students, families, staff, and other stakeholders will have access to meaningful engagement opportunities that help cultivate leadership, advocacy, and collaboration in a safe and nurturing environment. Stakeholders will feel a sense of community and connectedness.

Cover Sheet

Academic/Accountability Updates

Section:	III. Information/Discussion Items
Item:	A. Academic/Accountability Updates
Purpose:	Discuss
Submitted by:	
Related Material:	Academic Department Updates.pdf Accountability Department Updates.pdf



Academic Department Updates

August 10, 2021

Updates

- **School Openings**
 - MSA 1-8, August 11
 - MSA- SA, August 16
 - MSA- SD, August 30
- **New Independent Study Option - See the board item**
- **Summer Schools**
 - About 1,160 students attended
 - July 6 - July 23
- **Summer Symposium**
 - August 2 - School Leaders in Pasadena Convention Center
 - August 3 – All Staff in MSA-Santa Ana
 - August 4 – New Teachers-Santa Ana

SUMMER SYMPOSIUM

Magnolia Public Schools - Regular Board Meeting - Agenda - Tuesday August 10, 2021 at 6:00 PM



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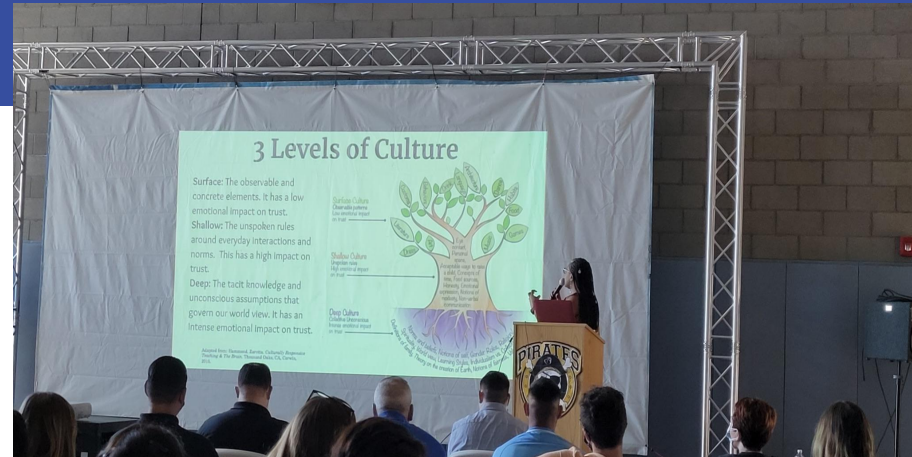
PDs-at-a-Glance

<p>Leadership In-Service Date: August 2, 2021 Time: 9AM-5PM Location: Pasadena Convention Center</p>	<p>Summer In-Service Date: August 3, 2021 Time: 9AM-3PM Location: MSA-Santa Ana</p>	<p>New Teacher Orientation Date: August 4, 2021 Time: 9AM-3:30PM Location: MSA-Santa Ana</p>
<p>Agenda 7:45 AM-8:30 AM Health Screening 8:30AM-9AM: Breakfast 9AM-9:30AM: Welcome Back & CEO Updates 9:30AM-10:15AM: Portrait of a Graduate 10:15AM-10:30AM: Break 10:30AM-12:30AM: Culturally Responsive Teaching 12:30PM-1:30PM: Lunch 1:30PM-2:15PM: Leadership Roles in Accelerated Learning 2:15PM-3:15PM: School Reflections and Planning Time 3:15PM-3:30PM: Break 3:30PM-4:30PM: HR & TOSA Mtgs 4:30pm-5:00PM: Wrap-Up & Next Steps</p>	<p>Agenda 7:45 AM-8:30 AM Health Screening 8:30AM-9AM: Breakfast (Outside) 9AM-9:20AM: Welcome 9:20AM-9:50AM: School Celebrations 10AM-12PM: Session 1 Group 1: Culturally Responsive Teaching Group 2- Dept. Meetings 12PM-1PM: Lunch (Outside) 1PM-3PM: Session 2 Group 1- Dept. Meetings Group 2: Culturally Responsive Teaching <u>Office Staff Agenda</u> 10AM-12PM: Session 1 Accountability Infinite Campus 1PM-3PM: Session 2 Finance Dept. CALPADS FALL 1</p>	<p>Agenda 7:45 AM-8:30 AM Health Screening 8:30AM-9AM: Breakfast (Outside) 9AM-10:45AM: Welcome & #MagnoliaWay 10:45AM-11:00AM: Break 11:00AM-11:30AM: High-Quality Classroom 11:30AM-12:00PM: High-Quality Instruction 12:00PM-12:45PM: Lunch (Outside) 12:45PM-1:50PM: Breakout Sessions 2:00PM-3:00PM: BrainPop Training (Live Webinar) 3:00PM-3:30PM: Wrap-Up/Closing</p>

TOSA presenters

Magnolia Public Schools - Regular Board Meeting - Agenda - Tuesday August 10, 2021 at 6:00 PM





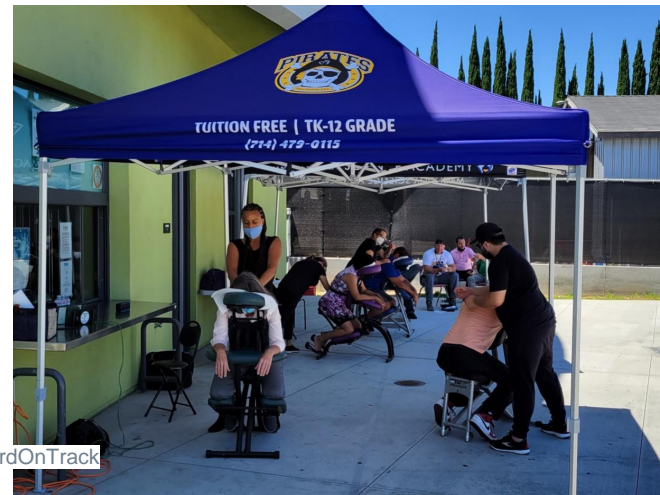
MAGNOLIA PUBLIC SCHOOLS

Welcome Back Magnolia!
 Please share your Magnolia in-service experience on social-media and tag us:

@MagnoliaPublicSchools @MagnoliaSchools

#MAGNOLIAWAY

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Coming Up

- Extended School Year – Increased instructional time – Teacher planning and collaboration PLCs on wednesday
- College and Career Coordinator and TOSA Coordinator - Mr. William Gray
- 8 Teachers on Special Assignments (TOSA) – Org Wide
- New Social Workers in our schools
- Expanding Dual/Concurrent enrollment programs and impact – CCAP Agreements
- New Programs IXL, Peardeck/Nearpod
- New Math Curriculum Adoption Project
- Expanding NGSS Science Curriculum adoption
- Adopting Ethnic Studies Curriculum
- Developing Comprehensive GATE curriculum and programs
- MPS STEAM EXPO - May 7, 2022
- Restarting the CIF Athletics Programs

THANK YOU



Accountability Updates

August 10, 2021

Charter Renewals

- Based on AB 130, all MPS' charter terms have been extended by two years.
- The next renewals will be in 2023-24 for MSA-1, 2, and 3.
- We will monitor our authorizers' implementation of AB 1505 for charter renewals.

SCHOOL NAME	21-22	22-23	23-24	24-25	25-26	26-27	27-28
MSA - 1	20*	21	22				
MSA - 2	15*	16	17				
MSA - 3	14*	15	16				
MSA - 4	14	15*	16	17			
MSA - 5	14	15*	16	17			
MSA - 6	13	14	15*	16	17		
MSA - 7	12	13	14*	15	16		
MSA 8 - BELL	12	13	14	15*	16	17	
MSA - SAN DIEGO	17	18	19	20*	21	22	
MSA - SANTA ANA	8	9	10*	11	12		

WASC Accreditation

- MSA-1, 2, 3, 5, and Bell will have a WASC self-study visit in the spring of 2022.
- MSA-4 will have a WASC mid-cycle visit in the fall of 2021.
- MSA-SD will prepare a WASC mid-cycle report in the summer of 2022.

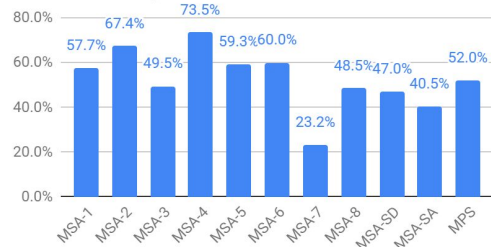
SCHOOL NAME	FALL 2021	SPRING 2022	FALL 2022	SPRING 2023
MSA-1	4	4 Self-Study	1	1
MSA-2	4	4 Self-Study	1	1
MSA-3	4	4 Self-Study	1	1
MSA-4	3	3 Mid-Cycle	4	4
MSA-5	3	3 Self-Study	1	1
MSA-6	6	6*	1	7 Self-Study
MSA-7	6	6*	1	7 Self-Study
MSA-BELL	6	6 Self-Study	1	1
MSA-SAN DIEGO	3	3 Mid-Cycle	4	4
MSA-SANTA ANA	4	4	5	5

LCAP

- MPS developed its 2021-24 LCAP in June 2021.
- Schools will be writing their 2021-22 annual update as well as developing an LCAP budget for 2022-23.
- We will continue to have our annual LCAP metric progress updates and action/goal analysis.

LCAP Year: 2020-21		MPS	
Measuring and Reporting Results Progress - SUMMARY		44	
		13	
		16	
		89%	
Updated on 6/15/21			
State Priority:	Metric:		
Goal 1: BASIC SERVICES FOR A HIGH-QUALITY LEARNING ENVIRONMENT: All students and are fundamental to academic success, including fully credentialed teachers, standard			
1	SP1	Number of misassignments of teachers of English learners, total teacher misassignments, and vacant teacher positions (Source: Local Indicator Priority 1)	Y
2	SP1	Percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home	Y

Fall 2020 to Spring 2021 MAP Mathematics - Percent Met Growth Projection



MSA-1								
Goal 1: BASIC SERVICES FOR A HIGH-QUALITY LEARNING ENVIRONMENT: All students and staff will have access to a safe, secure, healthy, and high-quality learning and working environment. Students will receive basic services that are fundamental to academic success, including fully credentialed teachers, standards-aligned instructional materials, and appropriately maintained school facilities.								
An analysis of how Goal 1 was carried out in 2021-22								
Actions								
Goal #	Action #	Title	Contributing	Scope	Unduplicated Student Group(s)	Location	Time Span	State Priority
1	1	Teacher assignments and credentials	no	n/a	n/a	n/a	ongoing	1
A description of any substantive differences in planned actions and actual implementation of these actions.								
A description of any substantive differences in planned actions and actual implementation of these actions.								
An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.								
An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.								
An explanation of how effective the specific actions were in making progress toward the goal.								
An explanation of how effective the specific actions were in making progress toward the goal.								
A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.								
A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.								

Other Required State/Federal Plans

- **ARP ESSER III Expenditure Plan (Due: October board mtng.)**
- **Safe Return to In-Person Instruction and Continuity of Services Plan (Due: December & June board mtngs.)**
 - Until September 30, 2023, LEAs must regularly, but no less frequently than every six months (taking into consideration the timing of significant changes to CDC guidance on reopening schools), review and, as appropriate, revise its plan for the safe return to in-person instruction and continuity of services. LEAs must seek public input and take such input into account both when making revisions and when determining if revision are necessary. Any revisions must address an LEA's policies for each CDC updated safety recommendation.
- **A-G Completion Improvement Grant Plan (Due: December board mtng.)**

California Department of Education
June 2021

DRAFT ARP ESSER LEA Plan

Local Educational Agency (LEA) Name: [Insert LEA Name here] Contact Name and Title: [Insert Contact Name and Title here] Email and Phone: [Insert Email and Phone here]

A Local Educational Agency's (LEA) is obligated to ensure that all students in the state have access to a high-quality education. The following is a description of how the proposed plan will address the requirements of the ARP ESSER III. For specific requirements please refer to the ARP ESSER III. For questions regarding the plan, please contact the State Office of Education (SOE) at [Insert SOE Contact Information here].

Actions and Expenditures to Address Student Needs

Strategies for Continuous and Safe in-Person Learning

Community Engagement

Addressing the Impact of Lost Instructional Time

Ensuring Interventions Address Student Needs

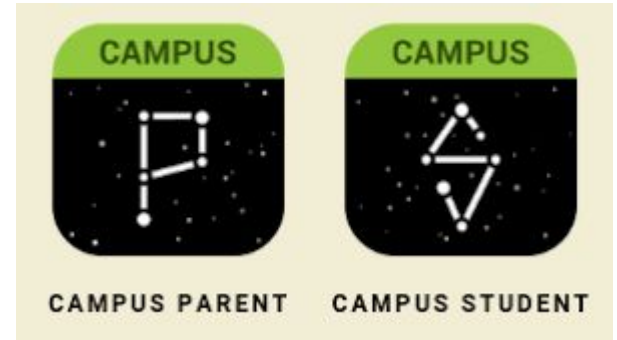
Summary of Planned Expenditures

Plan Budget

- ❖ **Director of State and Federal Programs (SFP)** will monitor the plans: LCAP including Title funds as well as the ARP ESSER III Expenditure Plan and A-G Completion Improvement Grant Plan.

Infinite Campus Updates

- Transitioned from Illuminate to Infinite Campus
- Synching with existing programs (SchoolMint, Clever, MiSiS, etc.)
- Staff training
- Parent/student portals



AB 104, AB 130 and Other Legal Updates

- AB 130 New Independent Study Requirements
- Graduation with minimum state diploma requirements (for 2020-21 and 2021-22)
- High schools: Letter grade change to Pass/No Pass (for four years: 2020-21 through 2023-24)
- TK age
 - 2021-22 school year, inclusive, a child who will have their **fifth** birthday between September 2 and December 2 shall be admitted to a transitional kindergarten program maintained by the charter school.
 - In the 2025-26 school year, and in each school year thereafter, a child who will have their **fourth** birthday by September 1 shall be admitted to a transitional kindergarten program maintained by the school district or charter school.
- School start as of 2022-23
 - No earlier than 8:00 am for MS, 8:30 am for HS



THANK YOU

Cover Sheet

Approval of Revised Independent Study Policy

Section:	IV. Action Items
Item:	A. Approval of Revised Independent Study Policy
Purpose:	Vote
Submitted by:	
Related Material:	MPS Independent Study.pdf



Board Agenda Item #	IV A: Action Item
Date:	August 10, 2021
To:	MPS Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Erdinc Acar, Chief Academic Officer David Yilmaz, Chief Accountability Officer
RE:	Approval of MPS Independent Study Policy and Written Agreement

Proposed Board Recommendation

Staff recommends that the MPS Board approves the revised Independent Study Policy and Written Agreement for all Magnolia Science Academy schools.

Background

Assembly Bill [AB-130](#), the education finance omnibus budget trailer bill, was chaptered on July 9, 2021, as an urgency measure, and went into effect immediately. This legislation impacts several areas of school services, including Independent Study (IS), which has historically been offered by a district when a student would be out of the classroom only temporarily. This legislation, *applicable to the 2021-2022 school year only*, allows students to participate in IS when in-person instruction would put the student's health at risk, as determined by the student's parent or legal guardian.

Independent Study (IS) is an LEA **operated program not a school**. All eligible students can attend. Schools cannot force any students to attend or provide different curricular offerings. IS is a program that delivers an LEA's existing curriculum virtually and/or in-person through a hybrid model and allows LEAs to claim student attendance for funding purposes.

The education trailer Bill [AB-130](#), revises the existing the current IS laws and authorizes LEAs for

- independent study for a pupil whose **health would be put at risk by in-person instruction, as determined by the parent or guardian,**
- require a charter school to adopt and implement **written policies related to independent study** to be eligible to receive apportionments for independent study by pupils,
- impose **additional requirements for the contents of the required written agreement,** authorize a written agreement to be signed using an electronic signature, and
- impose certain **audit requirements.**

The new IS requirements include *(please see the definitions of Live and Synchronous instructions below);*

- **Curriculum, instructional minutes, and student-to-teacher ratios** must be **equivalent to what is offered in-person**
- **Access to technology and Wi-Fi** must be made available for all students
- Plans to monitor and keep a record of **daily participation,** which could include online activities, live instruction or completing assignments without teacher supervision
- Plans to **support English learners,** students in **foster care or other high-needs groups**
- **Meals** must be available for students in distance learning if they qualify for free or reduced-price lunches
- **Plans to transition students who wish to return to in-person instruction** in no less than five instructional days
- **Strategies to re-engage students** who are absent for several days
- **Regular communication** between caregivers, teachers and students regarding a student's academic progress
- For high schools, access to all **courses offered for graduation and approved by the University of California or the California State University**

Grade Level Synchronous Instruction Requirements

1. For pupils in transitional **kindergarten and grades 1 to 3,** inclusive, a plan to provide **opportunities for daily synchronous instruction** for all pupils throughout the school year.
2. For pupils in **grades 4 to 8,** inclusive, a plan to provide opportunities for **both daily live interaction and at least weekly synchronous instruction** for all pupils throughout the school year.
3. For pupils in **grades 9 to 12,** inclusive, a plan to provide **opportunities for at least weekly synchronous instruction** for all pupils throughout the school year.

“Live interaction” means interaction between the pupil and local educational agency classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in person, or in the form of internet or telephonic communication.

“Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

Highlight of the new Independent Study (IS) Program requirements

- LEAs must adopt written policies and implement those policies to be eligible to receive apportionments for independent study (IS)
- For the 2021–22 school year only, school districts and county offices of education shall notify the parents and guardians of all enrolled pupils of their options to enroll their child in in-person instruction or IS during the 2021–22 school year.
- Before signing a written agreement, and upon the request of the parent/guardian of a pupil, the local educational agency shall conduct a pupil-parent-educator conference.
- A current written agreement for each IS pupil shall be maintained on file
- Obtain a signed written agreement within 30 days of first instruction. Electronic signatures, in a format determined by the CDE, are acceptable.
- Confirmation that the pupil has internet connectivity, otherwise the LEA will need to provide adequate connectivity or devices to the pupil
- All: Courses must be certified annually; Instructional content aligned to grade level standards at a level of rigor, educational quality and intellectual challenge substantially equivalent to in-person instruction
- An individual with exceptional needs, shall not participate in independent study, unless the pupil’s IEP specifically provides for that participation.
- Grades TK-3: Must provide opportunities for daily synchronous instruction
- Grades 4-8: Must provide opportunities for both daily live interaction and at least weekly synchronous instruction
- Grades 9-12: Access to all courses offered by the LEA for graduation and approved as creditable under the A-G admissions criteria. Must provide opportunities for synchronous instruction at least weekly.
- Credentialing: Each IS pupil shall be under the general supervision of an employee with a valid certification or emergency credential
- Staffing Ratios: Student-to-teacher ratios must not exceed the equivalent ratio seen in other educational options (i.e., in-person, classroom instruction)
- Academic and other support will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, pupils with an IEP or 504, pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
- Must have tiered re-engagement procedures for students who are not in attendance for more than three school days or 60% of instructional days in a school week, or who are in violation of the written IS agreement
- A plan to promptly transition pupils back into in-person instruction within five instructional days of a parent or guardian’s request to do so.
- The LEA shall document each pupil’s participation in live interaction and synchronous instruction on each school day, as applicable, for which IS is provided. A pupil who does not participate in IS on a school day shall be documented as non-participatory (absent) for that school day.
- The LEA shall maintain written or computer-based evidence of pupil engagement.

- Commencing in 2021-22, K-12 LEA Audit Guide will include compliance reviews of: LEA written policies, verification of staffing ratios, teacher credentialing and pupil engagement records.
- Commencing with the 2021–22 school year, the department shall include a required field in CALPADS for the collection of the number of pupils participating in IS for 15 or more schooldays.
- LEAs must report to the CCEE, bimonthly, the number of pupils who have opted into IS provided by the LEA; how the LEA is meeting the daily or weekly synchronous requirement for pupils described in clause; and actions the LEA is taking to encourage the transition of the pupils to in-person instruction.

Budget Implication: Parents of students with health conditions have only this option for continuous education. Our preliminary surveys indicate about 10% of our students will be receiving IS. The IS programs require additional certified and classified staff to run the programs. On top of the recent board approved budget revenues, additional concentration grants are expected for schools with high unduplicated counts. Pending final unduplicated counts, additional funds for each school (except MSA-SD) range from \$30K to \$400K. This funding will be used for IS staffing purposes. Please note that MSA-SD with the lowest unduplicated count has the lowest interest from parents for the IS programs.

Attachments

Revised MPS Independent Study Policy (redline) Pg. 5

Revised MPS Independent Study Policy (clean) Pg. 14

MAGNOLIA PUBLIC SCHOOLS (MPS) INDEPENDENT STUDY POLICY

Magnolia Public Schools ("MPS") may offer independent study to meet the educational needs of pupils enrolled in any MPS school site. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core and standards-based curriculum. MPS shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

For the 2021-22 school year only, the following written policies have been adopted by the Governing Board of MPS for implementation at each MPS school site:

- 1. Independent Study is an optional program. Curriculum and instructional minutes are equivalent to what is offered in-person. MPS independent study programs include the following plan in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:

a. For students in transitional kindergarten and grades 1 to 5, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Each school will designate synchronous learning minutes for the Independent Study students in grades TK-5 to remotely join to the instruction alongside with their in-person classmates. The instructional minutes will be at least 60 minutes. Structured lessons or office hours and academic support will be in place. Schools may provide individual and small group instruction.

b. For students in grades 6 to 12, inclusive, a plan to provide opportunities for both daily live interaction between the pupil and a certificated or non-certificated employee of the school and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's assigned supervising teacher shall be as follows: Each school will provide both daily live interaction and at least 60 minutes of weekly synchronous instruction. The synchronous instruction will be provided remotely by the teacher of record. Magnolia schools will use approved online course providers or classroom teachers for the instruction. Daily live interaction will be made in the form of internet or telephonic communication. Structured lessons or office hours and academic support will be in place. Schools may provide individual and small group instruction.

Independent study teachers are appropriately credentialed and have demonstrated subject matter competence in all core academic subjects they teach. MPS shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the MPS school for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

- 2. Daily attendance, progress monitoring, engagement, re-engagement, notification and communication protocols will be in place.

- 3. All eligible students whose health would be put at risk by in-person instruction can participate in independent study at MPS. Parents determine the eligibility.

- 4. Participation in independent study shall be limited to staffing capacity and shall be maintained to be lower than 20% or a percentage lower than 20% as determined by each school site of the attendance at each campus. Should interest in independent study exceed capacity, participation shall be determined on a first come, first

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Commented [RD2]: Insert a plan for daily synchronous instruction. The instruction must be provided by the assigned supervising teacher. The assigned supervising teacher must be an employee of the Charter School.

"Synchronous instruction" means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.

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Commented [CLF8]: RAD - I think this could be a little

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served basis. Priority for independent study shall be provided to those students with written documentation from a physician that student is unable to attend that states that a student cannot safely attend school in-person even with appropriate safety measures as required by the local, state, and federal departments of health.

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5. Parents and students will attend a conference meeting with the school administrations to discuss educational options. During the conference or school meeting, attendees may ask questions about the educational options including curriculum offerings and non-academic support available to the student prior to executing an agreement for independent study.

Commented [RD9]: This conference is not required by law unless requested by the parent. However, MPS may choose to require this for all students.

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6. A written agreement will be made between the student, assigned supervising teacher, parent/guardian/caregiver and school.

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7. Schools will provide access to technology (Chrome Books) and Wi-Fi (hot-spots) for all students.

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8. Schools will have plans to support English learners, Students with Disabilities, students in foster care, student experiencing homelessness and other high-needs groups.

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9. Schools will have plans in place to monitor and record academic progress.

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10. There will be regular communication between caregivers, teachers, and students regarding a student's academic progress.

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11. For those families who are interested in transitioning back to in-person instruction, there will be opportunities and plans in place to return the student to in-person instruction expeditiously, and, in no case, later than five instructional days.

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Transition plan to In-person Instruction include

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a. Parents submit a written request for their child to be unenrolled from the IS program and enrolled to the in-person instruction.

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b. A parent-student-educator meeting is held where all course work and grades are matched with in-person instruction.

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c. All in-person instruction teachers provide transitional assistance to the students transitioning from the IS program.

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d. Student completes the required transitional work.

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e. Student's academic progress are monitored by school admin teams and counselors as applicable.

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12. Parents/guardians/caregivers play a significant role as knowledgeable teaching assistants.

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13. For pupils in all grade levels and programs offered by MPS, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be Five (5) school days.

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14. The Principal of each MPS school site, or his or her designee, shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:

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a. When any pupil fails to complete five (3) assignments during any period of five (5) school days.

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Curriculum and Instruction

Independent Study Policy

- b. In the event a student's educational progress falls below satisfactory levels as determined by the Charter School's MTSS or SST policy and protocol which considers ALL of the following indicators:
 - i. The pupil's achievement and engagement in the independent study program, as indicated by the pupil's performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
 - c. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
15. MPS has adopted tiered reengagement strategies for all pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follows:
- a. Verification of current contact information for each enrolled pupil;
 - b. Notification to parents or guardians of lack of participation within three school days of the absence or lack of participation;
 - c. Outreach from MPS to determine pupil needs including connection with health and social services as necessary;
 - d. When the evaluation described above under paragraph 13.b.iv. is triggered to consider whether remaining in independent study is in the best interest of the pupil, a pupil-parent-education conference shall be required to review a pupil's written agreement and reconsider the independent study program's impact on the pupil's achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the pupil's written independent study agreement.
16. For students participating in an independent study program for fewer than 15 schooldays in a school year, the following shall not apply:
- a. The plan for synchronous instruction and live interaction pursuant to Paragraph 1
 - b. The plan to transition pupils whose families express a wish to return to in-person instruction pursuant to Paragraph 11.
 - c. Tiered re-engagement strategies pursuant to Paragraph 15
17. A current written master agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

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Curriculum and Instruction

Independent Study Policy

- a. The manner, time, frequency, and place for submitting a pupil's assignments, ~~for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.~~
 - b. The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
 - c. The specific resources, including materials and personnel that will be made available to the pupil. ~~These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.~~
 - d. A statement of the policies adopted ~~pursuant to Education Code Section 51747, subdivisions (a) and (b)~~ regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, ~~the level of satisfactory educational progress,~~ and the number of missed assignments allowed ~~before~~ an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including ~~the~~ beginning and ending dates for the pupil's participation in independent study under the agreement. Students with a legitimate need for an extended absence of five (5) or more days can enroll in independent study. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. ~~A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.~~
 - h. ~~The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.~~
 - i. ~~Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.~~
18. MPS shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted thereunder.
- ~~The Chief Executive Officer~~ may establish regulations to implement these policies in accordance with the law.

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RAD - do they plan to include flexibility for short term options? If so, include footnotes from template as well.

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RAD - I think this could be a little better clarified. Are these the only eligible students? If so, why is "eligible" included? If only students who health would be put at risk are eligible for independent study, this should maybe be revised to say "only those students whose health..."

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MAGNOLIA PUBLIC SCHOOLS (MPS) INDEPENDENT STUDY POLICY

Magnolia Public Schools (“MPS”) may offer independent study to meet the educational needs of pupils enrolled in any MPS school site. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core and standards-based curriculum. MPS shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully.

For the 2021–22 school year only, the following written policies have been adopted by the Governing Board of MPS for implementation at each MPS school site:

1. Independent Study is an optional program. Curriculum and instructional minutes are equivalent to what is offered in-person. MPS Independent study programs include the following plan in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction:
 - a. For students in transitional kindergarten and grades 1 to 5, inclusive, the plan to provide opportunities for daily synchronous instruction for all pupils throughout the school year by each pupil’s assigned supervising teacher shall be as follows: Each school will designate synchronous learning minutes for the Independent Study students in grades TK-5 to remotely join to the instruction alongside with their in-person classmates. The instructional minutes will be at least 60 minutes. Structured lessons or office hours and academic support will be in place. Schools may provide individual and small group instruction.
 - b. For students in grades 6 to 12, inclusive, a plan to provide opportunities for both daily live interaction between the pupil and a certificated or non-certificated employee of the school and at least weekly synchronous instruction for all pupils throughout the school year by each pupil’s assigned supervising teacher shall be as follows: Each school will provide both daily live interaction and at least 60 minutes of weekly synchronous instruction. The synchronous instruction will be provided remotely by the teacher of record. Magnolia schools will use approved online course providers or classroom teachers for the instruction. Daily live interaction will be made in the form of internet or telephonic communication. Structured lessons or office hours and academic support will be in place. Schools may provide individual and small group instruction.

Independent study teachers are appropriately credentialed and have demonstrated subject matter competence in all core academic subjects they teach. MPS shall provide content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the MPS school for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.

2. Daily attendance, progress monitoring, engagement, re-engagement, notification and communication protocols will be in place.
3. All eligible students whose health would be put at risk by in-person instruction can participate in independent study at MPS. Parents determine the eligibility.
4. Participation in independent study shall be limited to staffing capacity and shall be maintained to be lower than 20% or a percentage lower than 20% as determined by each school site of the attendance at each campus. Should interest in independent study exceed capacity, participation shall be determined on a first come, first

served basis. Priority for independent study shall be provided to those students with written documentation from a physician that student is unable to attend that states that a student cannot safely attend school in-person even with appropriate safety measures as required by the local, state, and federal departments of health.

5. Parents and students will attend a conference meeting with the school administrations to discuss educational options. During the conference or school meeting, attendees may ask questions about the educational options including curriculum offerings and non-academic support available to the student prior to executing an agreement for independent study.
6. A written agreement will be made between the student, assigned supervising teacher, parent/guardian/caregiver and school.
7. Schools will provide access to technology (Chrome Books) and Wi-Fi (hot-spots) for all students.
8. Schools will have plans to support English learners, Students with Disabilities, students in foster care, student experiencing homelessness and other high-needs groups.
9. Schools will have plans in place to monitor and record academic progress.
10. There will be regular communication between caregivers, teachers, and students regarding a student's academic progress.
11. For those families who are interested in transitioning back to in-person instruction, there will be opportunities and plans in place to return the student to in-person instruction expeditiously, and, in no case, later than five instructional days.

Transition plan to In-person Instruction include

- a. Parents submit a written request for their child to be unenrolled from the IS program and enrolled to the in-person instruction.
 - b. A parent-student-educator meeting is held where all course work and grades are matched with in-person instruction.
 - c. All in-person instruction teachers provide transitional assistance to the students transitioning from the IS program.
 - d. Student completes the required transitional work.
 - e. Student's academic progress are monitored by school admin teams and counselors as applicable.
12. Parents/guardians/caregivers play a significant role as knowledgeable teaching assistants.
 13. For pupils in all grade levels and programs offered by MPS, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be Five (5) school days.
 14. The Principal of each MPS school site, or his or her designee, shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
 - a. When any pupil fails to complete five (3) assignments during any period of five (5) school days.

- b. In the event a student’s educational progress falls below satisfactory levels as determined by the Charter School’s MTSS or SST policy and protocol which considers ALL of the following indicators:
 - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
 - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
 - iii. Learning required concepts, as determined by the supervising teacher.
 - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.
 - c. A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.
15. MPS has adopted tiered reengagement strategies for all pupils who are not generating attendance for more than three (3) school days or 60% of the instructional days in a school week, or who are in violation of the written agreement pursuant to Education Code Section 51747(g). These procedures are as follows:
 - a. Verification of current contact information for each enrolled pupil;
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 - c. Outreach from MPS to determine pupil needs including connection with health and social services as necessary;
 - d. When the evaluation described above under paragraph 13.b.iv. is triggered to consider whether remaining in independent study is in the best interest of the pupil, a pupil-parent-education conference shall be required to review a pupil’s written agreement and reconsider the independent study program’s impact on the pupil’s achievement and well-being. This conference shall be a meeting involving, at a minimum, all parties who signed the pupil’s written independent study agreement.
16. For students participating in an independent study program for fewer than 15 schooldays in a school year, the following shall not apply:
 - a. The plan for synchronous instruction and live interaction pursuant to Paragraph 1
 - b. The plan to transition pupils whose families express a wish to return to in-person instruction pursuant to Paragraph 11.
 - c. Tiered re-engagement strategies pursuant to Paragraph 15
17. A current written master agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:

- a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
 - b. The objectives and methods of study for the pupil's work, and the methods utilized to evaluate that work.
 - c. The specific resources, including materials and personnel that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
 - d. A statement of the policies adopted pursuant to Education Code Section 51747, subdivisions (a) and (b) regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
 - e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. Students with a legitimate need for an extended absence of five (5) or more days can enroll in independent study. No independent study agreement shall be valid for any period longer than one school year.
 - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
 - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.
 - h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class or program pursuant to Education Code Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
 - i. Each written agreement shall be signed, prior to the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or care giver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the pupil. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
18. MPS shall comply with the Education Code Sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted thereunder

The Chief Executive Officer may establish regulations to implement these policies in accordance with the law.

Cover Sheet

Approval of Updated MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum

Section: IV. Action Items
Item: B. Approval of Updated MPS Health and Safety Policy and
Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum
Purpose: Vote
Submitted by:
Related Material: Updated MPS health and safety policy and IIPP 8.4.2021.pdf



Board Agenda Item #	IV B: Action Item
Date:	August 10, 2021
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Derya Hajmeirza, MPS Human Resources Director
RE:	Updated MPS Health and Safety Policy and Injury and Illness Prevention Program (“IIPP”) COVID-19 Addendum

Proposed Board Motion

I move that the board approve the updated MPS Health & Safety Policy alongside the IIPP COVID-19 addendum.

Introduction

- The policy has been updated based on the guidance provided by the Centers for Disease Control and Prevention (“CDC”), the California Department of Public Health (“CDPH”), and several county public health officials. The policy is intended for organization-wide implementation at each facility that will be operated by MPS.

Background

- The board had approved the IIPP COVID-19 addendum and the MPS health and safety policy during the August 2020, and September 2020, February, March, April, May, and July 2021 board meetings. In accordance with the most updated health orders, the Home Office COVID-19 Response Team updated the policy.

Analysis (If applicable)

- This policy is provided and updated by Young, Minney & Corr, LLP and conform to the standards and practices in the latest guidance (i.e., CDPH and Cal-OSHA).

MPS Health and Safety Policy for COVID-19 updates are as follows:

- In addition to in-person instruction, MPS will also offer optional independent study as an alternative to in-person instruction in the 2021-22 school year.
- COVID-19 testing and reporting:
 - Per Cal/OSHA Emergency Temporary Standards, the Charter School will provide testing at no cost to employees during paid time for:
 - Symptomatic unvaccinated employees, regardless of whether there is a known exposure,
 - Unvaccinated employees after an exposure,
 - Vaccinated employees after an exposure if they develop symptoms,
 - Unvaccinated employees in an outbreak (three or more employee cases), or
 - All employees in a major outbreak (20 or more employee cases).
 - Testing Required in Los Angeles and Orange County:
 - For Magnolia Science Academy (MSA) 2, 3, 4, 6, and 8:
 - Beginning August 1, 2021 or upon return to campus, whichever is later, all students and employees will be required to submit to baseline COVID-19 testing before returning to campus.
 - Thereafter, all students and employees will undergo asymptomatic COVID-19 testing every week.

- Individuals vaccinated as part of the vaccination program carried out by the Los Angeles Unified School District do not need to provide proof of vaccination to the District.
 - For MSA-SA, MSA 1, 5, and 7: These schools will follow the CDPH testing cadence guidance for students and employees.
- Exposure Management Policy

Close Contacts and Quarantine

- Fully vaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 may continue to attend school and do not need to quarantine so long as the student does not display any symptoms. Testing is still recommended
- Unvaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 while both parties were wearing masks, may continue to attend school during a modified 10-day quarantine, so long as they
 - Don't show symptoms
 - Continue to appropriately mask
 - Undergo at least twice weekly testing during the ten-day quarantine
 - Continue to quarantine from all extracurricular activities including sports and activities within the community setting.
- Unvaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 while either the student or infected individual wasn't wearing a mask, must quarantine away from school until
 - Ten days following the date of last exposure, or
 - Seven days after the date of last exposure if a COVID-19 test performed after the fifth day is negative.

This applies only if the student

1. Remains asymptomatic
 2. Continues daily self-monitoring for symptoms for 14 days from exposure
 3. Continues wearing a mask, avoiding crowds, and washing hands for 14 days from exposure.
- If any symptoms develop during the 14-day period after exposure, the exposed person must immediately isolate, get tested and contact their healthcare provider with any questions regarding their care.

COVID-19 Positive Individuals:

For LAUSD sites (MSA-2, 3, 4, 6, and 8)

- If the individual is determined to be asymptomatic, has no known exposure, the individual will be asked to isolate, and all close contacts will be asked to quarantine. The individual will be directed to re-test within 48 hours of the positive sample collection.

Checking for false positive at all other MSA campuses:

- All students and staff who test positive for COVID-19 and are determined to be asymptomatic will be strongly encouraged to re-test within 48 hours of the initial positive sample collection.
- Use of Face Coverings: Per LA CDPH guidance, employees based in LA County who are granted exemptions from wearing a mask while indoors must undergo COVID-19 testing at least twice per week, unless the employee provides proof of full vaccination against-19.
- Use of Gloves and Personal Protective Equipment: MPS is no longer required by emergency public health order to require the use of gloves and personal protective equipment. Any employee or student who wishes to wear gloves and/or personal protective equipment beyond the required facial coverings may do so. Upon request, MPS will provide gloves and medical grade mask to any employee dealing with sick children or providing instruction to any students with a face mask exemption.

Injury and Illness Prevention Program COVID-19 Addendum updates are as follows:

- COVID-19 Vaccination Status: To forego any potential COVID-19 health and safety restrictions, employees will need to provide proof of vaccination or complete a COVID-19 vaccination status attestation. Employees who are either unvaccinated or who decline to provide MPS with the proof of vaccination or attestation will be considered unvaccinated, and must comply with all health and safety restrictions.

Budget Implications: There are no budget implications.

Exhibits (attachments):

Updated MPS Health and Safety Policy (with redline).....	Pg. 4
Updated MPS Health and Safety Policy (without redline).....	Pg. 38
Updated IIPP COVID-19 Addendum (with redline).....	Pg. 69
Updated IIPP COVID-19 Addendum (without redline).....	Pg. 95



Updated on 0/24/2021

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HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of Magnolia Public Schools (“Charter School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19 as the Charter School resumes in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing alternative measures can provide other levels of safety. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

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This Policy is based on guidance provided by the Centers for Disease Control (“CDC”), the California Department of Education (“CDE”), the California Department of Public Health (“CDPH”), and relevant county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health orders. The Charter School will fully cooperate with county public health officials regarding the screening, monitoring and documentation that will be required to permit careful scrutiny of health outcomes associated with the return to in-person instruction on Charter School campuses.

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This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Home Office COVID-19 Response Team shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from CDPH and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

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School Name	Staff Members	Phone Number
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Magnolia Science Academy-1	Home Office COVID-19 Response Team	213-628-3634
	MSA-1 Compliance Task Force Team	818-609-0507
Magnolia Science Academy-2	Home Office COVID-19 Response Team	213-628-3634
	MSA-2 Compliance Task Force Team	818-758-0300
Magnolia Science Academy-3	Home Office COVID-19 Response Team	213-628-3634
	MSA-3 Compliance Task Force Team	310-637-3806
Magnolia Science Academy-4	Home Office COVID-19 Response Team	213-628-3634
	MSA-4 Compliance Task Force Team	310-473-2464
Magnolia Science Academy-5	Home Office COVID-19 Response Team	213-628-3634
	MSA-5 Compliance Task Force Team	818-705-5676
Magnolia Science Academy-6	Home Office COVID-19 Response Team	213-628-3634
	MSA-6 Compliance Task Force Team	310-842-8555
Magnolia Science Academy-7	Home Office COVID-19 Response Team	213-628-3634
	MSA-7 Compliance Task Force Team	818-886-0585
Magnolia Science Academy-8	Home Office COVID-19 Response Team	213-628-3634
	MSA-8 Compliance Task Force Team	323-826-3925
Magnolia Science Academy-Santa Ana	Home Office COVID-19 Response Team	213-628-3634
	MSA-SA Compliance Task Force Team	714-479-0115

Magnolia Science Academy-San Diego	Home Office COVID-19 Response Team	213-628-3634
	MSA-SD Compliance Task Force Team	619-644-1300
MPS Home Office	Home Office COVID-19 Response Team	213-628-3634

In addition to in-person instruction, the Charter School will also offer optional independent study as an alternative to in-person instruction in the 2021-22 school year. Independent study will also be made available for students for whom in-person instruction poses a heightened risk of infection.

1. **Limited Access to Campus.** As school campuses open for fully in-person instruction in the 2021-22 school year, California public health authorities have relaxed restrictions on access to school campuses; however, the ongoing threat of COVID-19 and the public health orders in effect necessitate that the following precautions be maintained:

- The Charter School may limit nonessential visitors' access to the Charter School campus and may limit the number of students and staff with whom they come into contact, based on, among other factors, the current levels of community transmission, the vaccination status of any such visitor, and the relative importance of the visit's purpose.
- All visitors to a Charter School Campus must wear a face mask while inside any Charter School building, vehicle, or other enclosed space. Visitors may wear a face shield with a drape along the bottom if they are unable to wear a mask due to a medical condition, mental health condition, or disability, or if they are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Signage shall be posted at all public entrances to the Charter School warning visitors not to enter if they have COVID-19 symptoms.
- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify the COVID-19 Compliance Officer, who will consult with other Charter School staff to determine whether the student or staff member can continue coming to school with a modified quarantine in light of current guidance and this Policy.
- Per Cal/OSHA requirements, the Charter School shall exclude staff members who have symptoms consistent with COVID-19 or who have had a close contact with a positive COVID-19 case and are not vaccinated.

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- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- To the extent that non-parent visitors are required to enter the Charter School Campus, the School will take the following precautions:
 - Non-parental visitors will be allowed on campus via appointment only.
 - Non-parental visitors must pre-register in a visitor’s log, which includes the visitor’s name, email address, and phone number.
 - Non-parental visitors will only be allowed to enter specific areas to conduct their business.

2. COVID-19 Compliance Task Force and Compliance Officer. State and local health orders require that schools designate a task force and liaison to be responsible for receiving and sharing information on COVID-19 policies, positive cases, and exposures. The Charter School shall comply with these requirements by implementing the following measures;

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If allowed on campus, any community groups and other third-party users of campus facilities shall be subject to applicable health and safety plans and restrictions, including mandatory face covering.

Pursuant to current guidance, Campus tours for prospective students are permitted if the tour is limited to one family or household unit only; the tour is held outside of regular school hours (evening or weekend) when enrolled students and staff are not present; and all social distancing strategies are observed including proper physical distancing, fa... [7]

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- The Charter School will comply with and implement the “COVID-19 Exposure Management Plan Guidance in TK-12 Schools,” promulgated by the Los Angeles County Department of Public Health (“LAC DPH”). If the LAC DPH Exposure Management Plan is updated such that this Policy becomes materially inconsistent with it, the Charter School will follow the current Exposure Management Plan.
- The Charter School will establish a Compliance Task Force. The Compliance Task Force is responsible for establishing and enforcing all COVID-19 safety protocols, as well as ensuring all Charter School students and staff receive appropriate COVID-19 education. The names and contact information for all Compliance Task Force members are referenced above on pages one and two of this policy.
- The Charter School will designate a “COVID-19 Compliance Officer,” to act as a liaison between the local county public health department and the Charter School, in the event of a COVID-19 cluster or outbreak⁴ at the Charter School. The name and contact information for the Charter School’s COVID-19 Compliance Officer is referenced above on pages one and two of this policy.
- The COVID-19 Compliance Officer shall monitor the prevalence of symptoms and illnesses among students and staff on campus to help isolate them promptly, as needed.
- The COVID-19 Compliance Officer shall be the point of contact responsible for sharing information on positive cases and exposures to relevant state and local health departments, as detailed in the Exposure Management Plan section of this Policy.

1. COVID-19 Testing and Reporting. Testing, in conjunction with vaccination, face masking, and other safety protocols, is a key factor in preventing COVID-19 infection. In keeping with the recommendations and requirements of state and local health departments, the Charter School shall implement the following testing and reporting procedures:

- When testing students or employees for COVID-19, the Charter School will use Polymerase Chain Reaction (“PCR”) testing.

⁴ The Charter School will apply the definition of outbreak as stated by the LAC DPH: “At least 3 laboratory-confirmed cases with symptomatic or asymptomatic COVID-19 within a 14-day period in a group* with members who are epidemiologically linked, do not share a household, and are not a close contact of each other outside of the campus.

*School groups include persons that share a common membership at school (e.g., classroom, school event, school extracurricular activity, academic class, sport teams, clubs, transportation). Epidemiological links require the infected persons to have been present at some point in the same setting during the same time period while infectious.”

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- Testing will be applied on symptomatic⁵, response⁶, and asymptomatic⁷ bases.
- The Charter School’s COVID-19 Compliance Officer must be made aware of all positive student and staff test results and shall report those results to local public health officials as required by law.
- Per Cal/OSHA Emergency Temporary Standards, the Charter School will provide testing at no cost to employees during paid time for:
 - Symptomatic unvaccinated employees, regardless of whether there is a known exposure,
 - Unvaccinated employees after an exposure,
 - Vaccinated employees after an exposure if they develop symptoms,
 - Unvaccinated employees in an outbreak (three or more employee cases), or
 - All employees in a major outbreak (20 or more employee cases).
- Testing Required in San Diego County:
 - Pursuant to San Diego County Public Health Services (“SDCPHS”) guidance, the School will strongly recommend, but not require Magnolia Science Academy - San Diego (“MSA-SD”) students to be tested for COVID-19. However, the Charter School reserves the right to exclude MSA-SD students from campus who are either symptomatic for COVID-19 or who have been exposed to COVID-19, until all time and symptom criteria have been reached, consistent with public health guidance and as stated in this Policy.
 - MSA-SD employees are subject to symptomatic and response testing cadences, as necessary.
- Testing Required in Los Angeles and Orange County:
 - For Magnolia Science Academy (MSA) 2, 3, 4, 6, and 8:

⁵ Symptomatic testing “is used for individuals with symptoms of COVID-19, either at home or at school.”

⁶ Response testing “is used to identify positive individuals once a case has been identified in a given stable group. Response-based testing can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with SARS-CoV-2.”

⁷ Asymptomatic testing is “used for surveillance, usually at a cadence of every 2 weeks or less frequently, to understand whether schools have higher or lower rates of COVID19 rates than the community, to guide decisions about safety for schools and school administrators, and to inform LHDs about district level in-school rates. Asymptomatic testing can also be used for screening, usually at a higher cadence (weekly or twice weekly) than surveillance testing, to identify asymptomatic or pre-symptomatic cases, in order to exclude cases that might otherwise contribute to in-school transmission.”

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- Beginning August 1, 2021 or upon return to campus, whichever is later, all students and employees will be required to submit to baseline COVID-19 testing before returning to campus.
 - Thereafter, all students and employees will undergo asymptomatic COVID-19 testing every week.
 - Individuals vaccinated as part of the vaccination program carried out by the Los Angeles Unified School District do not need to provide proof of vaccination to the District.
 - All students and employees must undergo symptomatic and response testing for COVID-19, as needed.
 - For For MSA-SA, MSA 1, 5, and 7: These schools will follow the CDPH testing cadence guidance for students and employees.
- When testing students or employees for COVID-19, the Charter School will require PCR testing.
- Additional levels of employee and student COVID-19 testing may be implemented in response to local disease trends, an outbreak, as determined by the Home Office COVID-19 Response Team, where required by Cal/OSHA regulations, or where otherwise required by law or public health guidance.
- For staff and student-wide testing, all staff and students shall be tested, except any staff and students who have no contact with others and do not report to campus. The Charter School can cause tests to be provided at any one of its campuses, or have staff get tested at any local testing site or by their health insurance provider, which must cover the cost.
 - If county-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
- The Charter School's liaison must be made aware of the student and staff test results and report those results to local public health officials.
- Student consent for testing:
 - For Charter School Students aged 12 and under, the Charter School will require parental consent for COVID-19 testing.
 - Pursuant to California Family Code Section §6926 and CDPH guidance, Charter School Students aged 13 to 17 may consent to COVID-19 testing on their own.
 - Charter School students aged 18 and older do not need parental consent for COVID-19 testing.

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- Staff and students at MSA 2, 3, 4, 6, and 8 who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School will not be allowed to return to in-person instruction or otherwise enter the Charter School Campus. Both the testing and the reporting are required under applicable public health guidance and legal authority.
- For staff and students at all other Charter School campuses who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, the Charter School will comply with current CDPH guidance. The Charter School reserves the right to exclude MSA employees who refuse to comply with the COVID-19 testing cadences indicated in this policy.
- Consistent with applicable law, the Charter School will consider accommodations from mandatory testing for medical reasons and any other lawfully recognized reason. Employees or students and/or parents/guardians who wish to request an accommodation for themselves or their child can contact the Charter School. The Charter School cannot guarantee the availability of either remote work or in-person instruction as an accommodation and will process all requests for accommodation consistent with MPS policies and applicable law.
- The Charter School must maintain confidentiality of test results, other than reporting the results to local public health officials. All medical information about any employee must be stored separately from the employee’s personnel file in order to limit access to this confidential information. The Charter School should have a separate confidential medical file for each employee where the Charter School can store all of that employee’s medical information. Medical information includes COVID-19 test results, an employee's statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing the employee needs time off due to COVID-19, etc. For students, the Charter School will take similar precautions to safeguard the students’ privacy and confidentiality, consistent with FERPA and all relevant legal requirements.
- Visitors to the Charter School campus are highly encouraged to undergo COVID-19 testing prior to entering the Charter School campus.
- In the event of a positive test result of a student or family member:
 - The Charter School requires that parents/guardians notify school administration immediately if the student tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
 - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 4 below.
- Vendors

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- o All vendors' employees who regularly enter the Charter School Campus must comply with this entire Policy, including any and all COVID-19 testing and screening requirements.
- o For the purposes of this Policy, vendors include but are not limited to the Charter School's contracted partners who provide limited and specialized services on Charter School campuses.
- o Consistent with this Policy, any vendor's employee who either refuses to test for COVID-19 or refuses to provide COVID-19 testing results will be excluded from the Charter School campus, to protect the health and safety of all Charter School students, employees, and the community. Similarly, any vendor's employee who screens or tests positive for COVID-19 prior to campus entry must follow all protocol in this Policy, including but not limited to temporary campus exclusion, COVID-19 testing, and any other protocol required by public health guidance. Vendor's employees who test negative must still follow all protocol in this Policy, and consistent with public health guidance.

2. Exposure Management Policy. Preventing and minimizing the spread of COVID-19 within the Charter School Community requires a sound policy for managing exposure to infected individuals. The Charter School will follow the exposure management provisions of the "COVID-19 Exposure Management Plan Guidance in TK-12 Schools," promulgated by the LAC DPH. In the event that this protocol is updated so that it materially conflicts with the measures laid out in this Policy, the Charter School will follow the updated protocol; otherwise, the following measures shall be followed:

- Per AB 86 and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department. The COVID-19 Compliance Officer shall report every positive COVID-19 case to the appropriate county authority.
- Potential Exposure: In the event of notice of potential exposure,¹⁷ with regards to its employees, the Charter School will follow all steps set forth in its Injury and Illness Prevention Program COVID-19 Addendum.
- In the event of a suspected COVID-19 case:

¹⁷ Notice of potential exposure means any of the following: (a) notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite; (b) notification from an employee, or their emergency contact, that the employee is a qualifying individual; (c) notification through the Charter School's testing protocol that the employee is a qualifying individual; or (d) notification from a subcontracted employer that a qualifying individual was on the school site. (Labor Code § 6409.6, subd. (d)(3).)

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The Charter School will comply with the "Protocol for COVID-19 Exposure Management Plan in K-12 Schools," as promulgated by the LAC DPH, in response to suspected or confirmed cases and close contacts. In the event that local guidance provides more stringent directives in response to suspected or confirmed cases and close contacts, the Charter School will follow such local guidance. In addition, the Charter School will follow the following protocols, ... [30]

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- The Charter School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
- Any students or staff exhibiting symptoms should immediately be required to wear a face covering and wait in a separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
- In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH and local public health guidance, including implementation of the following practices:
 - The Charter School will provide notifications to the local public health department of any known case of COVID-19 among any student or employee who was present on a Charter School campus within the 14 days preceding COVID-19 symptoms, or 10 days before a positive test result.
 - Notifications will be provided by the Home Office COVID-19 Response Team depending on the county where the school is located.
 - The notification to the local public health department must include:
 - 1) The full name, address, telephone number, and date of birth of the individual who tested positive;
 - 2) The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
 - 3) The full name, address, and telephone number of the person making the report.
 - For San Diego Charter School locations, the public health department should be notified either via phone at (888) 950-9905, or online at www.coronavirus-sd.com. The notification should list the following information: 1) The name of the person reporting, 2) the Charter School name and district, 3) the Charter School address, 4) your position at the Charter School. For the individual diagnosed with COVID-19, the notification should list the individual's: 1) Name, 2) date of birth, 3) contact information (phone number and email), 4) the individual's last date on the Charter School campus, and 5) any additionally relevant comments.

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- For Los Angeles County Charter School locations: The Charter School will contact the LAC DPH as consistent with its “Protocol for COVID-19 Exposure Management Plan in K-12 Schools,”²³ and either by:
 - 1) Using the LACDPH reporting portal, or:
 - <http://www.redcap.link/lacdpheducationsector.covidreport>
 - 2) Downloading and completing the COVID-19 Case and Contact Line List for the Education Sector and sending it to ACDC-Education@ph.lacounty.gov.
 - For Orange County Charter School locations: Contact the Orange County Public Health Department via phone at 714-834-8180, or via email at epi@ochca.com.
 - Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
 - Close off areas used by any sick person and do not use before cleaning and disinfection.
 - Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
 - Update protocols as needed to prevent further cases in accordance with CDPH Guidelines (“Responding to COVID-19 in the Workplace”).
 - Implement communication plans for exposure at school and potential school closures in the event of an outbreak or other necessary circumstances, to include outreach to students, parents, teachers, staff and the community.
 - Include information for staff regarding labor laws, California Supplemental Paid Sick Leave, emergency paid sick leave and extended family and medical leave pursuant to the FFCRA, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
- Maintain regular communications with the local public health department. ~~Recommend~~ testing for all students and employees in close contact with the confirmed COVID-19 case, consistent with recommendations from the CDPH and local public health departments.
- For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.

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²³This document may be found at:

http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf

- If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using independent study. Independent study shall include all of the following:
 - Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;
 - Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
 - Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports;
 - Special education, related services, and any other services required by a student's individualized education program, with accommodations necessary to ensure that individualized education program can be executed in a distance learning environment;
 - Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning;
 - Providing synchronous instruction as required by law.
 - “Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
 - For Tk-3 opportunities must occur daily.
 - For 4-8 opportunities must occur weekly along with daily live interaction.
 - For 9-12 opportunities must occur weekly.
 - Can be classroom style, designated small group, or one-on-one.
 - The “teacher of record for that pupil” pursuant to Section 51747.5 is the assigned supervising teacher who must be an employee. There is not more than one supervising teacher.

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- Charter School will document each pupil’s participation in synchronous instruction. Continuing to provide school meals.
- Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
- If the COVID-19 case was present on the Charter School campus, the individual must be excluded from campus for at least 10 days from COVID-19 symptom onset, or if asymptomatic, 10 days from the date the specimen was collected for the positive COVID-19 test.
- COVID-19 cases who have tested positive but are asymptomatic shall be required to re-test within 48 hours to determine whether the initial test was a false positive.
- Exposed students and employees must self-quarantine and monitor for symptoms for 10 days from their last contact with the case while infectious. If they remain asymptomatic, quarantine can end 10 days from the last date of exposure without testing. Quarantine may end after Day 7 for contacts who remain asymptomatic, if a COVID-19 test taken after Day 5 produces a negative result. In either case, the exposed individual must continue to monitor their health and adhere to COVID-19 prevention precautions through Day 14.
- Close contacts who remain asymptomatic after exposure and are either fully vaccinated or have recovered from laboratory-confirmed COVID-19 within the last 90 days are not required to quarantine. These individuals are encouraged to test for COVID-19. If the student meets the standards for modified quarantine as set forth in the CDPH guidance, the Charter School shall have the discretion to provide modified quarantine, except for schools on LAUSD campuses.
- In the event of a cluster (three or more cases within 14 days), the Charter School will contact local county public health officials, as necessary, and work closely with such officials to determine whether the cluster is an outbreak, requiring outbreak response.²⁴
- In the event of an outbreak or cluster at a Charter School:

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The Charter School will review exposures in a cohort, stable group, or classroom to assess which persons need quarantine including the possibility of quarantining all individuals in the same cohort, stable group, or classroom as necessary.

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²⁴ In the event of a “cluster,” Los Angeles County Charter Schools must specifically report such information to the LAC DPH at LADPH at ACDC-Education@ph.lacounty.gov or by calling (888) 397-3993.

- The Charter School CTF and COVID-19 Compliance Officer will work closely with local county public health officials, timely provide all required information, and otherwise comply with all CDPH and local guidance regarding outbreaks.²⁵
- The Charter School will notify students, families, employees, and stakeholders that the Charter School and local public health department are investigating a cluster and/or outbreak. The notice will encourage all stakeholders to follow public health recommendations.
- The Charter School will additionally notify all stakeholders if the school is to be closed for 14 days due to widespread and/or ongoing transmission of COVID-19 at the school or in the general community.
- The Charter School will identify absenteeism among those in affected classes and coordinate with the LHD to contact these absentees to screen for symptoms of COVID-19 if they were exposed to a case during the case's infectious period.
- Limit visitors to the affected Charter School campus, except for those that are essential to the Charter School's mission. Law Enforcement Personnel (Sheriff and Police), Fire, Medical, Emergency, or government employees who are responding to, working at, or inspecting the facility will be allowed to access the Charter School campus.
- Discontinue all non-essential in-person group activities at the Charter School Campus during the outbreak.
- Identify absenteeism among affected classes and contact those absentees to screen for COVID-19 symptoms.
- The Charter School will comply with current CDPH and CDC recommendations for quarantines or modified quarantines in the case of exposure to a confirmed COVID-19 case.
- For individuals who test positive for COVID-19:
 - Persons with COVID-19 who have symptoms may discontinue self-isolation under the following conditions:
 - At least 10 days have passed since symptom onset; AND
 - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
 - Other symptoms have improved.

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²⁵ In the event of an outbreak, all Charter School locations will comply with guidance titled "Management of Outbreaks of COVID-19," issued by the LAC DPH. This protocol can be found at: http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement_K12Schools.pdf. In the event that other state or local guidance provides more stringent outbreak protocol, the Charter School will comply with such protocol.

o Persons with COVID-19 who are **asymptomatic** may discontinue isolation under the following conditions:

- At least 10 days have passed since the date of the first positive COVID-19 diagnostic test. If they develop symptoms, then the strategies for discontinuing isolation for symptomatic persons (see above) should be used.

o Pursuant to Cal/OSHA regulations, the School will exclude employees with close contacts exposure from campus for 14 days from their last exposure to the infectious person.

- However, the Charter School will not exclude employees with close contacts exposure and not require such employees quarantine if the employee is both asymptomatic and fully-vaccinated against COVID-19. Should an asymptomatic and fully-vaccinated employee be exposed to COVID-19, the Charter School reserves the right to request proof of vaccination for COVID-19 before allowing the employee to forego post-exposure quarantine and exclusion.

• **Subsequent School Closure Criteria:**

- o Charter School campuses that are open for in-person instruction may subsequently and temporarily close for in-person instruction based on the following criteria:
 - As determined by and in consultation with the local health department
- o After closure, the Charter School may reopen after 14 days, cleaning, disinfection, conclusion of a public health investigation, and local health department consultation.

3. **Sanitizing/hygiene materials and practices:**

- The Charter School will develop plans and routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- If handwashing stations near classrooms are not practicable, and to facilitate use by students and staff as needed, the Charter School shall make available fragrance-free

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Close contacts (household or non-household) of confirmed COVID-19 cases should be sent home immediately and instructed to get COVID-19 testing immediately and then five (5) to seven (7) days from the last exposure. Even if they test negative, they should remain in quarantine for a full 10 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation. However, the Charter School will not exclude employees with close contacts exposure and not require such employees quarantine if the employee is both asymptomatic and fully vaccinated against COVID-19. Should an

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alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers). This hand sanitizer will be made available to both students and staff at all strategic locations throughout the Charter School Campus.

- The Charter School will not use hand sanitizer with isopropyl alcohol as the main ingredient.
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- Children under age 9 should only use hand sanitizer under adult supervision. Hand sanitizer will also not be left out in the open in classrooms for students under the age of 9.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC’s coughing and sneezing etiquette and clean hands webpage for more information.

4. Routine cleaning and disinfecting: The Charter School will maintain a high level of cleanliness throughout the year to help reduce the risk of exposure to and spread of COVID-19 at the school site. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the U.S. Environmental Protection Agency COVID-19 list) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

- Custodial staff will perform routine and thorough cleaning once per day, and when students are not present. When cleaning, the space will be aired out before children arrive.
- Routine cleaning practices include, but are not limited to:
 - Using everyday janitorial cleaning supplies and disinfectants for surfaces as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment;
 - Dusting hard surfaces;
 - Damp wiping of hard surfaces to ensure they are free of debris;
 - Wet mopping of floors;
 - Vacuuming carpets and mats.
- The Charter School will clean and disinfect areas commonly visited by staff no less than once per day during operating hours and implement a schedule for such cleaning and disinfecting. These areas include, but are not limited to: Break rooms, restrooms, lobbies, classrooms, laboratories, nurse’s office, counseling and student support areas, staff offices, and cafeterias.
- The Charter School will clean high touch areas in staff breakrooms at least once per day.

Commented [A21]: Sanitation measures no longer required per LACDPH 7/1/2021 Guidance. However, they are all recommended, so we do not recommend actually deleting this section, just editing it to more accurately reflect cleaning standards.

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- Cleaning and Disinfection after a Confirmed Case on Campus:
 - If an individual confirmed to have COVID-19 was on campus, the Charter School will complete enhanced cleaning and disinfection procedures in the spaces occupied by the confirmed COVID-19 case.
 - Employees completing this cleaning must wear a mask and gloves at all times and will refer to Material Safety Data Sheets or follow the instructions on the chemical labels.
 - When disinfecting, the Charter School will use an EPA-registered disinfectant that is approved for emerging pathogens.
 - Custodians will focus on immediate areas occupied by the confirmed COVID-19 case.
 - Custodians will clean and disinfect:
 - All non-porous surfaces in the ill occupant's space/office, as well as on shared equipment (like tablets, touch screens, keyboards, remote controls) in bathrooms and shared spaces used by the ill person. Cleaning and disinfection will also focus on high-touch surfaces (e.g. desk, table, hardbacked chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones).
 - On porous surfaces (e.g., carpets, chairs) in the confirmed COVID-19 case's space or office, custodians will remove visible contamination, clean with appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material.
 - The space(s) where the confirmed COVID-19 case was present may be reoccupied once these cleaning and disinfection procedures have been completed.
- The Charter School will ensure proper ventilation during all cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- The Charter School will comply with CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools to the greatest extent practicable for each facility.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, restroom surfaces and door handles, will be routinely cleaned.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents

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in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.

- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and require staff to follow product instructions.
 - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
 - The Charter School will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
 - Staff shall follow label directions for appropriate dilution rates and contact times.
 - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.
- Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.

5. **Facility measures:** The Charter School will incorporate CDE guidance [measures](#) for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will ensure that ventilation systems and fans operate properly and increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
 - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires’ disease and other diseases associated with water.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.

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Each student’s belongings will be kept in an individually labeled storage container, cubby, or locker. Students are encouraged to take belongings home each day to be cleaned.¶

Deleted: <#>While providing specialized services, the total on-site student population at Charter School will not exceed 25% of the School’s total student enrollment number total student capacity. Upon re-opening for in-person instruction, the Charter School will comply with all state and local guidance regarding capacity of the site. ¶

Deleted: <#>If possible, suspend or modify use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and installing hydration stations; encourage the use of reusable water bottles.¶

Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

Physical distancing (students): The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between students on campus as much as is feasible, including maximizing physical distance as much as possible while eating (especially indoors), using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing, and arrange for eating outdoors as much as feasible.

6. Use of Face Coverings: The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidance and this Policy unless a person is subject to exemption.

- All students must wear a face mask when indoors at any Charter School Campus building, bus, or other enclosed space, unless exempted from doing so pursuant to the accommodation procedures laid out in this Policy.
- All adults in K-12 school setting, including all teachers, staff, parents, visitors, and outside workers, must wear a mask when in any indoor space shared with students or other staff.
- Face masks are required without regard to vaccination status.
- Face masks are optional when outside.
- Proper use of face coverings will be strictly enforced. The Charter School will exclude from campus anyone who refuses to wear a face mask if not exempted pursuant to this Policy. Students excluded from campus for refusing to wear a mask without a valid exemption will be provided alternative educational opportunities to the greatest extent possible.
- Face masks and face shields may be removed for meals, snacks, naptime, showers, or outdoor recreation, or when needing to be replaced. When any type of face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.
- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.

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The Charter School will implement the use of cohorts²⁶ and stable groups²⁷ for in-person education services. Cohorts will be utilized where providing specialized services. The Charter School will utilize stable groups for in-person instruction for all elementary grade levels, and to the maximum extent possible in all middle and high school grade levels.¶

Stable Groups:¶ ... [39]

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Commented [A30]: Physical distancing measures should be implemented in all settings.¶ ... [42]

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- The Charter School will post signs regarding the need for, proper use, removal, and washing of face coverings and shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- When pedagogically necessary, Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others to the extent practicable. Staff must return to wearing a face covering outside of the classroom, unless otherwise exempted.
- The Charter School will evaluate any employee’s request for accommodation from the Charter School’s facial covering policy/requirement pursuant to the MPS Employee Handbook and applicable law for all lawfully recognized accommodations. Employees requesting an accommodation from the facial covering policy/requirement must provide appropriate documentation and contact human resources.
- Accommodations for students:
 - Pursuant to CDPH Guidance on the use of face masks, individuals with a medical condition, mental health condition, or disability that prevents wearing a mask are to be accommodated with an exemption from mask wearing. This includes those who are hearing impaired as well as those who communicate with the hearing impaired.
 - If a student cannot wear a mask due to a medical condition, mental health condition, or disability, he or she should wear the next most effective alternative that can be tolerated, such as a transparent face shield with a cloth draping sealing the bottom.
 - Parents/guardians who believe their student may need an accommodation from the Charter School’s facial covering policy and requirement should contact the Charter School principal.
 - Upon receipt of appropriate documentation, the Charter School will evaluate requests for accommodation and determine what, if any accommodations the Charter School can provide.
 - For special education/504 students:
 - Appropriate determinations will be made during IEP team meetings.
 - When considering potential accommodations, SPED/504 teams will use the following criteria:
 - 1) Does the student have a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering

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The Charter School will post signs regarding the proper use, removal, and washing of face coverings. ¶

The Charter School will post signs to remind employees that CDC recommends maintaining social distancing of at least three (3) to six (6) feet, and that the State of California currently requires face masks to be worn in public settings with certain limited exceptions. ¶

All students age two and older who are not prevented from doing so by a breathing problem or disability shall wear a clean cloth face covering at all times, including:¶

While waiting to enter the school campus.¶

In any area outside of the classroom (except when eating or drinking).¶

While leaving school.¶

While waiting for or riding on a school bus. The Charter School shall educate students, particularly younger ... [50]

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could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance and

- 2) When deciding if students with certain disabilities should wear a mask, determine if they can:
 - Use a mask correctly,
 - Avoid frequent touching of the mask and their face,
 - Limit sucking, drooling, and excess saliva on the mask, and
 - Remove the mask without assistance.

- Students exempted from wearing a mask or face shield are strongly encouraged to be vaccinated against COVID-19. If a student is exempt from wearing any type of face covering and is not vaccinated, the Charter School shall implement physical distancing and other isolation measures to the greatest degree feasible.

7. Use of Gloves and Personal Protective Equipment: The Charter School is no longer required by emergency public health orders to require the use of gloves and personal protective equipment. Any employee or student who wishes to wear gloves and/or personal protective equipment beyond the required facial coverings may do so, provided that they dispose of them safely and appropriately, and do not wear gloves or personal protective equipment of a type or in a manner that interferes with their ability to perform their duties. Upon request, the Charter School will provide gloves and a medical grade mask to any employee dealing with sick children or providing instruction to any students with a face mask exemption.

8. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness: Pursuant to state and local health guidance, the Charter School has developed the following measures to mitigate the risk of COVID-19 to vulnerable student groups:

- The Home Office COVID-19 Response Team or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Home Office COVID-19 Response Team or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
 - Individuals who have limited mobility or require prolonged and close contact with

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The Charter School will provide surgical masks, face shields, and disposable gloves for employees engaging in Wellness and Temperature Screenings. ¶

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- others, such as direct support providers and family members;
 - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
 - Individuals who may not be able to communicate symptoms of illness.
- The Charter School is prepared for opening to provide Free Access to Public Education (“FAPE”) in the least restrictive environment (“LRE”) for each student. All students with disabilities will receive services according to their IEP. In accordance with IDEA, it is critical to reinforce the understanding that students receiving special education services, or 504 accommodations are general education students first. Balancing the educational needs with the health and well-being of students and staff is our top priority.
- Every child and adolescent with a disability is entitled to FAPE and is entitled to special education services based on their individualized education program (IEP). The Charter School continuously review and problem solve to balance safety and service needs. In order to provide the required level of safety, systems, processes and service delivery models have been reviewed. Adherence to social distancing guidelines will be followed as feasible except for instances when the services outlined in a specific IEP call for closer proximity. This will be evaluated on a case-by-case basis. For example, additional provision of PPE supplies to staff (gloves, gowns, face shields and Plexiglas dividers) who are required to deliver hand-over-hand instruction or hygiene service needs for students.
- Evaluations and Timelines:
 - All IDEA/ADA compliance timelines will be followed on schedule and in accordance with IDEA/ADA regulations. IEP Team meetings and 504 meetings that were missed due to the March school facility closures will be rescheduled and conducted as soon as possible, if not already conducted. All IEP team meetings and 504 meetings will be conducted virtually until the use of school facilities return to normal operations.
- Services:
 - The IDEA allows for flexibility in determining how to meet the individualized needs of students receiving special education services. State guidelines for the delivery of special education and related services will be implemented while protecting the health and safety of students as well as the individuals providing the services.
 - If a student is unable to access their education in person due to medical or other circumstances, including the inability to wear a face covering, alternative means of delivering these services will be provided.
 - The Charter School will provide appropriate protective equipment relative to the responsibilities of all Support Service Staff and disability needs.

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 Where possible, each student will be included into the LER. Special education teachers supporting students in the general education setting will provide services either remotely , or in person within the student’s established cohort or on a one to one in-person basis.¶
 Related service providers will provide services to students remotely via distance learning, or on a one to one in-person basis as appropriate.¶
 Students from different cohorts will not be grouped together for pull-out services.¶

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- All Staff and students will receive training on the appropriate use of PPE and healthy hygiene practices that are proven to mitigate the spread of COVID-19.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
 - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
 - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
 - Individuals who may not be able to communicate symptoms of illness.

9. COVID-19 Vaccination Policy. The Charter School has adopted the following COVID-19 employee vaccination policy (“Vaccination Policy”). The purpose of this Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal Employment Opportunity Commission (“EEOC”), Centers for Disease Control and Prevention (“CDC”), the California Department of Public Health (“CDPH”), and local health authorities;

- The Charter School strongly encourages all employees to receive a COVID-19 vaccination at the first available opportunity.
- Employees who choose to get vaccinated should do so outside of working hours. Employees who demonstrate they are unable to get vaccinated outside working hours may use either COVID-19 Supplemental Paid Sick Leave or accrued sick leave for time spent attending a COVID-19 vaccination appointment. In such cases, employees must consult with their supervisors regarding the best time to be excused to receive the vaccine and are responsible for arranging coverage during their absence to get vaccinated, if applicable.
- Employees who voluntarily vaccinate for COVID-19 are not required to provide any proof of vaccination information to the Charter School. However, such employees must retain proof of vaccination should the Charter School elect to mandate vaccinations and request proof of COVID-19 vaccination status at a later date.
- Employees who experience symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework may be entitled to COVID-19 Supplemental Paid Sick Leave.

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- The Charter School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine or for electing not to receive the COVID-19 vaccine.
- As public health and legal guidance regarding COVID-19 vaccinations evolves, the Charter School reserves the right to revise this Vaccination Policy. Such a revision may include but is not limited to mandating all employees vaccinate for COVID-19, absent a legally-recognized accommodation. Upon any revision to this Vaccination Policy, the Charter School will provide immediate notice in writing to all employees.
- Employee with any questions regarding the Charter School's Vaccination Policy may contact Human Resources Department at hr@magnoliapublicschools.org.

10. Communications to the Charter School Community: The Charter School will keep families, staff, and the community informed, engaged, and in touch as the new school year begins, by implementing the following communications measures:

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Communications will include a process for engaging families for potentially unknown concerns that may need to be accommodated.
- Prior to the start of the school year, the Charter School will communicate to staff, students, and parents about new, COVID-19-related protocols, including:
 - Proper use, removal and washing of face coverings.
 - How COVID-19 is spread.
 - COVID-19 specific symptom identification.
 - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID-19, including pertinent isolation and quarantine policies.
 - Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including any testing arranged by the Charter School.
 - Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention.
 - Guidelines for families about when to keep students home from school.
 - Systems for self-reporting symptoms.
 - Criteria and plan to close schools again for physical attendance of students.
 - Changes in Charter School extracurricular, academic, and meal programs to help

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Physical distancing requirements and recommendations

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- prevent the spread of COVID-19.
- Contact information at the Charter School for students who may have been exposed to COVID-19.
- Charter School contact information if a student has COVID-19 symptoms or may have been exposed to COVID-19.
- The Charter School will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
- This Policy will be posted at all public entrances to the Charter School campus.
- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The MPS CEO/Superintendent is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the Charter School’s charter petition. The MPS CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

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Appendix

Site Specific Planning Form

This document has been included to align with the Los Angeles Unified School District’s (“LAUSD”)’s COVID-19 Containment, Response and Control Plan (“Containment Plan”). Pursuant to the LAUSD’s Containment Plan, the LAUSD is requiring all Los Angeles Unified schools complete this form, along with the pre-filled versions of the Los Angeles County Department of Public Health COVID-19 Reopening Protocols for K-12 Schools: Appendices T1 and T2 documents.

School Name: _____

Date Last Revised: _____

School Address: _____

Location Code: _____

School Phone Number: _____

Campus Density

- Approximate Square Footage open: _____
- Maximum Student Capacity: _____
- Maximum Number of Staff with physical distancing: _____
- Total Number of Students Enrolled: _____
- 25% of Total Number of Students Enrolled: _____
- In-person class size is limited to: _____
- The **maximum** number of students & staff permitted on campus at any one time to ensure no more than 25% of total student body and to maximize physical distancing is:

Specialized Services for defined subgroups of children (T1)			
Enter the estimated total number of students that will return per grade (if none, enter 0)			
TK:	3:	5:	9:
K:	4:	6:	10:

1:	5:	7:	11:
2:	6:	8:	12:
Estimated total number of administrators, teachers, and other employees on campus supporting resumption of all permitted in-person services for students: _____			

Services

The [Grab & Go Food Center](#) located closest to this school is at:

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- School Name: _____
- Address: _____

The [COVID-19 Test Center](#) located closest to this school is at:

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- School Name: _____
- Address: _____

School COVID-19 Compliance Task Force

Name	Job Title	Role
	(Principal)	Leader
		COVID-19 Compliance Officer
	(School Administrative Assistant)	Attendance Monitor
	(Plant Manager)	Cleaning/Disinfecting Operations
	(School Nurse)	Exposure Management Advisor
		Health Office Manager
		Data Collection Manager

Health Office Set-up and Staff

Type of Health Office	Indoor vs. Outdoor	Location	Staff Person(s)	Alternate	Runner
General Health Office (Non-COVID)					
Isolation Area (Recommended Outdoors)					
Quarantine Area					

School Communications

The following information was sent to parents/students prior to the start of in-person services: (check all that apply)	
<input type="checkbox"/> Isolation and quarantine policies as they apply to students who have symptoms or may have been exposed	<input type="checkbox"/> Options for COVID-19 testing if the student or a family member has symptoms or exposure to COVID-19
<input type="checkbox"/> Changes in school meals to avert risk	<input type="checkbox"/> Required use of face coverings
<input type="checkbox"/> How to conduct a symptom check before students leave home for school	<input type="checkbox"/> Changes in academic and extracurricular programs to avert risk
<input type="checkbox"/> Importance of student compliance with physical distancing and infection control policies	<input type="checkbox"/> Who to contact at the school if students have symptoms or may have been exposed
<input type="checkbox"/> School policies concerning parent visits to school and advisability of contact the school remotely	<input type="checkbox"/> Importance of providing up-to-date emergency contact information, including multiple parent contact options

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Entry screening is no longer required, per LACDPH 7/1/21 guidance. However, it is a best practice: "Symptom screening is recommended to be conducted before students, visitors and staff enter the school."

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Please note that SD County refers to the CDPH testing framework, which does contemplate weekly testing of unvaccinated individuals during times of higher case rates.

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Again, given case rates the guidance recommends weekly testing of unvaccinated individuals. Do you want to keep that here?

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IF principals says no remove "which currently recommends" language from the paragraph. If yes, we will revise the paragraph

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Please clarify under which guidance it doesn't require to quarantine if fully vaccinated. Cal/OSHA still has this information in the guidance.

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Physical distancing measures no longer required, per LACDPH 7/1/21 guidance, and CDPH 7/12/21 guidance.

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Updated on 08/4/2021

HEALTH AND SAFETY POLICY FOR COVID-19

It is the policy of Magnolia Public Schools (“Charter School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, the Charter School is temporarily implementing health and safety measures to mitigate the spread of COVID-19 as the Charter School resumes in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing an alternative measures can provide other levels of safety. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control (“CDC”), the California Department of Education (“CDE”), the California Department of Public Health (“CDPH”), and relevant county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The Charter School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health orders. The Charter School will fully cooperate with county public health officials regarding the screening, monitoring and documentation that will be required to permit careful scrutiny of health outcomes associated with the return to in-person instruction on Charter School campuses.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Home Office COVID-19 Response Team shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from CDPH and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at each campus:

School Name	Staff Members	Phone Number
Magnolia Science Academy-1	Home Office COVID-19 Response Team	213-628-3634
	MSA-1 Compliance Task Force Team	818-609-0507
Magnolia Science Academy-2	Home Office COVID-19 Response Team	213-628-3634
	MSA-2 Compliance Task Force Team	818-758-0300
Magnolia Science Academy-3	Home Office COVID-19 Response Team	213-628-3634
	MSA-3 Compliance Task Force Team	310-637-3806
Magnolia Science Academy-4	Home Office COVID-19 Response Team	213-628-3634
	MSA-4 Compliance Task Force Team	310-473-2464
Magnolia Science Academy-5	Home Office COVID-19 Response Team	213-628-3634
	MSA-5 Compliance Task Force Team	818-705-5676
Magnolia Science Academy-6	Home Office COVID-19 Response Team	213-628-3634
	MSA-6 Compliance Task Force Team	310-842-8555
Magnolia Science Academy-7	Home Office COVID-19 Response Team	213-628-3634
	MSA-7 Compliance Task Force Team	818-886-0585
Magnolia Science Academy-8	Home Office COVID-19 Response Team	213-628-3634
	MSA-8 Compliance Task Force Team	323-826-3925
Magnolia Science Academy-Santa Ana	Home Office COVID-19 Response Team	213-628-3634

	MSA-SA Compliance Task Force Team	714-479-0115
Magnolia Science Academy-San Diego	Home Office COVID-19 Response Team	213-628-3634
	MSA-SD Compliance Task Force Team	619-644-1300
MPS Home Office	Home Office COVID-19 Response Team	213-628-3634

In addition to in-person instruction, the Charter School will also offer optional independent study as an alternative to in-person instruction in the 2021-22 school year. Independent study will also be made available for students for whom in-person instruction poses a heightened risk of infection.

1. Limited Access to Campus. As school campuses open for fully in-person instruction in the 2021-22 school year, California public health authorities have relaxed restrictions on access to school campuses; however, the ongoing threat of COVID-19 and the public health orders in effect necessitate that the following precautions be maintained:

- The Charter School may limit nonessential visitors' access to the Charter School campus and may limit the number of students and staff with whom they come into contact, based on, among other factors, the current levels of community transmission, the vaccination status of any such visitor, and the relative importance of the visit's purpose.
- The Charter School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- All visitors to a Charter School Campus must wear a face mask while inside any Charter School building, vehicle, or other enclosed space. Visitors may wear a face shield with a drape along the bottom if they are unable to wear a mask due to a medical condition, mental health condition, or disability, or if they are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Signage shall be posted at all public entrances to the Charter School warning visitors not to enter if they have COVID-19 symptoms.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms may be provided with Independent Study opportunities to support their academic success to the greatest extent possible during exclusion.
- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify the COVID-19 Compliance Officer, who will

consult with other Charter School staff to determine whether the student or staff member can continue coming to school with a modified quarantine in light of current guidance and this Policy.

- Per Cal/OSHA requirements, the Charter School shall exclude staff members who have symptoms consistent with COVID-19 or who have had a close contact with a positive COVID-19 case and are not vaccinated.
- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- Implement health screenings of students and staff upon arrival at school (see Section 2).
- To the extent that non-parent visitors are required to enter the Charter School Campus, the School will take the following precautions:
 - Non-parental visitors will be allowed on campus via appointment only.
 - Non-parental visitors must pre-register in a visitor's log, which includes the visitor's name, email address, and phone number.
 - Non-parental visitors will only be allowed to enter specific areas to conduct their business.

2. Wellness Checks and Temperature Screenings:

- *COVID-19 Symptoms.* Currently, the CDC has identified the following as potential symptoms of COVID-19:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea
- In-person wellness checks administered under this Policy shall:
 - Confirm that the subject has not experienced COVID-19 symptoms in the prior 48 hours or potentially been exposed to COVID-19, by soliciting the following information:

- Have you had any one or more of these symptoms today or within the past 48 hours? Are these symptoms new or not explained by another reason?
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea
 - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus? Close contact means being within 6 feet of an infected person for a cumulative total of 15 minutes or more over a 24-hour period starting from 2 days before illness onset (or, for asymptomatic patients, 2 days prior to test specimen collection) until the time the person is isolated.
 - If the student, staff, parent, or, visitor answers “no” to all questions, he or she may enter the school.
 - If the student, staff, parent, or, visitor answers “yes” to any of the questions, he or she may not enter the school.
 - Students, staff, parents, or, visitors have had close contact with an individual who has tested positive shall return home to self-quarantine as per CDPH and local guidance.
 - However, the Charter School will not exclude such individuals with close contact exposure and not require them to return home or self-isolate if they are both asymptomatic and fully-vaccinated against COVID-19. Should an asymptomatic and fully-vaccinated individual be exposed to COVID-19, the Charter School reserves the right to request proof of vaccination for COVID-19 before allowing the individual on campus.
 - Students and staff are encouraged to screen themselves for symptoms at home before coming to campus.
- *Campus Screening Logistics:*
 - Each employee and visitor to the school site shall be screened for COVID-19

symptoms before entering the school site.

- Temperature and wellness screenings will be performed by a trained school employee at all Charter School Campuses.

3. COVID-19 Compliance Task Force and Compliance Officer. State and local health orders require that schools designate a task force and liaison to be responsible for receiving and sharing information on COVID-19 policies, positive cases, and exposures. The Charter School shall comply with these requirements by implementing the following measures:

- The Charter School will comply with and implement the “COVID-19 Exposure Management Plan Guidance in TK-12 Schools,” promulgated by the Los Angeles County Department of Public Health (“LAC DPH”). If the LAC DPH Exposure Management Plan is updated such that this Policy becomes materially inconsistent with it, the Charter School will follow the current Exposure Management Plan.
- The Charter School will establish a Compliance Task Force. The Compliance Task Force is responsible for establishing and enforcing all COVID-19 safety protocols, as well as ensuring all Charter School students and staff receive appropriate COVID-19 education. The names and contact information for all Compliance Task Force members are referenced above on pages one and two of this policy
- The Charter School will designate a “COVID-19 Compliance Officer,” to act as a liaison between the local county public health department and the Charter School, in the event of a COVID-19 cluster or outbreak at the Charter School. The name and contact information for the Charter School’s COVID-19 Compliance Officer is referenced above on pages one and two of this policy.
- The COVID-19 Compliance Officer shall monitor the prevalence of symptoms and illnesses among students and staff on campus to help isolate them promptly, as needed.
- The COVID-19 Compliance Officer shall be the point of contact responsible for sharing information on positive cases and exposures to relevant state and local health departments, as detailed in the Exposure Management Plan section of this Policy.

4. COVID-19 Testing and Reporting. Testing, in conjunction with vaccination, face masking, and other safety protocols, is a key factor in preventing COVID-19 infection. In keeping with the recommendations and requirements of state and local health departments, the Charter School shall implement the following testing and reporting procedures:

- When testing students or employees for COVID-19, the Charter School will use Polymerase Chain Reaction (“PCR”) testing.

- Testing will be applied on symptomatic¹, response², and asymptomatic³ bases.
- The Charter School’s COVID-19 Compliance Officer must be made aware of all positive student and staff test results and shall report those results to local public health officials as required by law.
- Per Cal/OSHA Emergency Temporary Standards, the Charter School will provide testing at no cost to employees during paid time for:
 - Symptomatic unvaccinated employees, regardless of whether there is a known exposure,
 - Unvaccinated employees after an exposure,
 - Vaccinated employees after an exposure if they develop symptoms,
 - Unvaccinated employees in an outbreak (three or more employee cases), or
 - All employees in a major outbreak (20 or more employee cases).
- Testing Required in San Diego County:
 - Pursuant to San Diego County Public Health Services (“SDCPHS”) guidance, the School will strongly recommend, but not require Magnolia Science Academy - San Diego (“MSA-SD”) students to be tested for COVID-19. However, the Charter School reserves the right to exclude MSA-SD students from campus who are either symptomatic for COVID-19 or who have been exposed to COVID-19, until all time and symptom criteria have been reached, consistent with public health guidance and as stated in this Policy,
 - MSA-SD employees are subject to symptomatic and response testing cadences, as necessary.
- Testing Required in Los Angeles and Orange County:
 - For Magnolia Science Academy (MSA) 2, 3, 4, 6, and 8:

¹ Symptomatic testing “is used for individuals with symptoms of COVID-19, either at home or at school.”

² Response testing “is used to identify positive individuals once a case has been identified in a given stable group. Response-based testing can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with SARS-CoV-2.”

³ Asymptomatic testing is “used for surveillance, usually at a cadence of every 2 weeks or less frequently, to understand whether schools have higher or lower rates of COVID19 rates than the community, to guide decisions about safety for schools and school administrators, and to inform LHDs about district level in-school rates. Asymptomatic testing can also be used for screening, usually at a higher cadence (weekly or twice weekly) than surveillance testing, to identify asymptomatic or pre-symptomatic cases, in order to exclude cases that might otherwise contribute to in-school transmission.”

- Beginning August 1, 2021 or upon return to campus, whichever is later, all students and employees will be required to submit to baseline COVID-19 testing before returning to campus.
 - Thereafter, all students and employees will undergo asymptomatic COVID-19 testing every week.
 - Individuals vaccinated as part of the vaccination program carried out by the Los Angeles Unified School District do not need to provide proof of vaccination to the District.
 - All students and employees must undergo symptomatic and response testing for COVID-19, as needed
 - For MSA-SA, MSA 1, 5, and 7: These schools will follow the CDPH testing cadence guidance for students and employees.
- When testing students or employees for COVID-19, the Charter School will require PCR testing.
- Additional levels of employee and student COVID-19 testing may be implemented in response to local disease trends, an outbreak, as determined by the Home Office COVID-19 Response Team, where required by Cal/OSHA regulations, or where otherwise required by law or public health guidance. The Charter School reserves the right to require employees undergo additional frequencies of COVID-19 testing, consistent with applicable authority, and directives from public health authorities as well as the School's authorizer, regardless of an employee's COVID-19 vaccination status.
- Consistent with Cal/OSHA regulations and applicable law, the School must impose different health and safety requirements depending on an employee's COVID-19 vaccination status. Cal/OSHA defines an individual as fully vaccinated when "the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO)." As a result, to forego any potential COVID-19 health and safety restrictions, such as exclusion/quarantine periods, some COVID-19 testing and other directives, employees must provide the Charter School with proof of COVID-19 vaccination or complete a COVID-19 vaccination status attestation. Employees who are either unvaccinated or who decline to provide the Charter School with proof of COVID-19 vaccination or attest to their COVID-19 vaccination status will be considered unvaccinated, and must comply with all health and safety directives, as stated in this Policy.

- For staff and student-wide testing, all staff and students shall be tested, **except** any staff and students who have no contact with others and do not report to campus.
- The Charter School can cause tests to be provided at any one of its campuses, or have staff get tested at any local testing site or by their health insurance provider, which must cover the cost.
 - If county-provided testing is not available, then private labs and health insurance providers may be used, and the cost of testing must be covered by the health insurance provider under an emergency state regulation.
- The Charter School's liaison must be made aware of the student and staff test results and report those results to local public health officials.
- Student consent for testing:
 - For Charter School Students aged 12 and under, the Charter School will require parental consent for COVID-19 testing.
 - Pursuant to California Family Code Section §6926 and CDPH guidance, Charter School Students aged 13 to 17 may consent to COVID-19 testing on their own.
 - Charter School students aged 18 and older do not need parental consent for COVID-19 testing.
- Staff and students **at MSA 2, 3, 4, 6, and 8** who refuse to **participate in the COVID-19 testing program** or to report the test results to the Charter School will not be allowed to return to in-person instruction or otherwise enter the Charter School Campus. Both the testing and the reporting are required under applicable public health guidance and legal authority.
- **For staff and students at all other Charter School campuses who refuse to participate in the COVID-19 testing program or to report the test results to the Charter School, the Charter School will comply with current CDPH guidance. The Charter School reserves the right to exclude MSA employees who refuse to comply with the COVID-19 testing cadences indicated in this policy.**
- Consistent with applicable law, the Charter School will consider accommodations from mandatory testing for medical reasons and any other lawfully recognized reason. Employees or students and/or parents/guardians who wish to request an accommodation for themselves or their child can contact the Charter School. The Charter School cannot guarantee the availability of either remote work or in-person instruction as an accommodation and will process all requests for accommodation consistent with MPS policies and applicable law.
- The Charter School must maintain confidentiality of test results, other than reporting the results to local public health officials. All medical information about any employee must

be stored separately from the employee's personnel file in order to limit access to this confidential information. The Charter School should have a separate confidential medical file for each employee where the Charter School can store all of that employee's medical information. Medical information includes COVID-19 test results, an employee's statement via any symptom screening that they have symptoms or COVID-19, medical certifications showing the employee needs time off due to COVID-19, etc. For students, the Charter School will take similar precautions to safeguard the students' privacy and confidentiality, consistent with FERPA and all relevant legal requirements.

- Visitors to the Charter School campus are highly encouraged to undergo COVID-19 testing prior to entering the Charter School campus.
- In the event of a positive test result of a student or family member:
 - The Charter School requires that parents/guardians notify school administration immediately if the student tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
 - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, the Charter School will take actions as required in Section 5 below.
- Vendors
 - All vendors' employees who regularly enter the Charter School Campus must comply with this entire Policy, including any and all COVID-19 testing and screening requirements.
 - For the purposes of this Policy, vendors include but are not limited to the Charter School's contracted partners who provide limited and specialized services on Charter School campuses.
 - Consistent with this Policy, any vendor's employee who either refuses to test for COVID-19 or refuses to provide COVID-19 testing results will be excluded from the Charter School campus, to protect the health and safety of all Charter School students, employees, and the community. Similarly, any vendor's employee who screens or tests positive for COVID-19 prior to campus entry must follow all protocol in this Policy, including but not limited to temporary campus exclusion, COVID-19 testing, and any other protocol required by public health guidance. Vendor's employees who test negative must still follow all protocol in this Policy, and consistent with public health guidance.

- **5. Exposure Management Policy.** Preventing and minimizing the spread of COVID-19 within the Charter School Community requires a sound policy for managing exposure to infected

individuals. The Charter School will follow the exposure management provisions of the “COVID-19 Exposure Management Plan Guidance in TK-12 Schools,” promulgated by the LAC DPH as well as “COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year” promulgated by the CDPH. In the event that this protocol is updated so that it materially conflicts with the measures laid out in this Policy, the Charter School will follow the updated protocol; otherwise, the following measures shall be followed:

- Per AB 86 and California Code Title 17, section 2500, schools are required to report COVID-19 cases to the local public health department. The COVID-19 Compliance Officer shall report every positive COVID-19 case to the appropriate county authority.
- Potential Exposure: In the event of notice of potential exposure,⁴ with regards to its employees, the Charter School will follow all steps set forth in its Injury and Illness Prevention Program COVID-19 Addendum.
- In the event of a suspected COVID-19 case:
 - The Charter School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
 - Any students or staff exhibiting symptoms should immediately be required to wear a face covering and wait in a separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
- Symptomatic individuals who test negative for COVID-19 can return 24 hours after resolution of fever (if any) and improvement in symptoms.
 - Documentation of a negative test result should be provided to school administrators.
 - In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative explanation for symptoms and reason for not ordering COVID-19 testing.
 - Symptomatic individuals who neither test for COVID-19 nor consult with a medical professional must isolate at home until fever free for 24 hours, improved symptoms, and 10 days from symptom onset.

⁴ Notice of potential exposure means any of the following: (a) notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite; (b) notification from an employee, or their emergency contact, that the employee is a qualifying individual; (c) notification through the Charter School’s testing protocol that the employee is a qualifying individual; or (d) notification from a subcontracted employer that a qualifying individual was on the school site. (Labor Code § 6409.6, subd. (d)(3).)

- In the event of one or more confirmed COVID-19 case(s) the Charter School will follow the CDPH and local public health guidance, including implementation of the following practices:
 - The Charter School will provide notifications to the local public health department of any known case of COVID-19 among any student or employee who was present on a Charter School campus within the 14 days preceding COVID-19 symptoms, or 10 days before a positive test result.
 - Notifications will be provided by the Home Office COVID-19 Response Team depending on the county where the school is located.
 - The notification to the local public health department must include:
 - 1) The full name, address, telephone number, and date of birth of the individual who tested positive;
 - 2) The date the individual tested positive, the school(s) at which the individual was present on-site within the 10 days preceding the positive test, and the date the individual was last on-site at any relevant school(s); and
 - 3) The full name, address, and telephone number of the person making the report.
 - For San Diego Charter School locations, the public health department should be notified either via phone at (888) 950-9905, or online at www.coronavirus-sd.com. The notification should list the following information: 1) The name of the person reporting, 2) the Charter School name and district, 3) the Charter School address, 4) your position at the Charter School. For the individual diagnosed with COVID-19, the notification should list the individual's: 1) Name, 2) date of birth, 3) contact information (phone number and email), 4) the individual's last date on the Charter School campus, and 5) any additionally relevant comments.
 - For Los Angeles County Charter School locations: The Charter School will contact the LAC DPH as consistent with its "Protocol for COVID-19 Exposure Management Plan in K-12 Schools,"⁵ and either by:
 - 1) Using the LACDPH reporting portal, or:
 - <http://www.redcap.link/lacdph.educationsector.covidreport>
 - 2) Downloading and completing the COVID-19 Case and Contact Line List for the Education Sector and sending it to ACDC-Education@ph.lacounty.gov.

⁵This document may be found at:

http://publichealth.lacounty.gov/media/Coronavirus/docs/protocols/ExposureManagementPlan_K12Schools.pdf

- For Orange County Charter School locations: Contact the Orange County Public Health Department via phone at 714-834-8180, or via email at epi@ochca.com.
- Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
- Close off areas used by any sick person and do not use before cleaning and disinfection.
- Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
- Update protocols as needed to prevent further cases in accordance with CDPH Guidelines (“Responding to COVID-19 in the Workplace”).
- Implement communication plans for exposure at school and potential school closures in the event of an outbreak or other necessary circumstances, to include outreach to students, parents, teachers, staff and the community.
- Include information for staff regarding labor laws, California Supplemental Paid Sick Leave, emergency paid sick leave and extended family and medical leave pursuant to the FFCRA, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
- Maintain regular communications with the local public health department.
- Recommend testing for all students and employees in close contact with the confirmed COVID-19 case, consistent with recommendations from the CDPH and local public health departments.
- For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.
- If the school site must be closed for in-person instruction, develop a contingency plan for continuity of education using **independent study**. **Independent study** shall include all of the following:
 - Confirmation or provision of access for all students to connectivity and devices adequate to participate in the educational program and complete assigned work;
 - Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction;
 - Academic and other supports designed to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with exceptional needs, students in foster care or experiencing homelessness, and students requiring mental health supports;
 - Special education, related services, and any other services required by a student’s individualized education program, with accommodations necessary to

- ensure that individualized education program can be executed in an independent study learning environment;
- Designated and integrated instruction in English language development for English learners, including assessment of English language proficiency, support to access curriculum, the ability to reclassify as fully English proficient, and, as applicable, support for dual language learning;
 - Providing synchronous instruction as required by law.
 - “Synchronous instruction” means classroom-style instruction or designated small group or one-on-one instruction delivered in person, or in the form of internet or telephonic communications, and involving live two-way communication between the teacher and pupil. Synchronous instruction shall be provided by the teacher of record for that pupil pursuant to Section 51747.5.
 - For TK/K-3 opportunities must occur daily.
 - For 4-8 opportunities must occur weekly along with daily live interaction.
 - For 9-12 opportunities must occur weekly.
 - Can be classroom style, designated small group, or one-on-one.
 - The “teacher of record for that pupil” pursuant to Section 51747.5 is the assigned supervising teacher who must be an employee. There is not more than one supervising teacher.
 - Charter School will document each pupil’s participation in synchronous instruction.
 - Continuing to provide school meals.
 - Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
 - If the COVID-19 case was present on the Charter School campus, the individual must be excluded from campus for at least 10 days from COVID-19 symptom onset, or if asymptomatic, 10 days from the date the specimen was collected for the positive COVID-19 test.

- In the event of a cluster (three or more cases within 14 days), the Charter School will contact local county public health officials, as necessary, and work closely with such officials to determine whether the cluster is an outbreak, requiring outbreak response.⁶
- In the event of an outbreak or cluster at a Charter School:
 - The Charter School CTF and COVID-19 Compliance Officer will work closely with local county public health officials, timely provide all required information, and otherwise comply with all CDPH and local guidance regarding outbreaks.⁷
 - The Charter School will notify students, families, employees, and stakeholders that the Charter School and local public health department are investigating a cluster and/or outbreak. The notice will encourage all stakeholders to follow public health recommendations.
 - The Charter School will additionally notify all stakeholders if the school is to be closed for 14 days due to widespread and/or ongoing transmission of COVID-19 at the school or in the general community.
 - The Charter School will identify absenteeism among those in affected classes and coordinate with the LHD to contact these absentees to screen for symptoms of COVID-19 if they were exposed to a case during the case's infectious period.
 - Limit visitors to the affected Charter School campus, except for those that are essential to the Charter School's mission. Law Enforcement Personnel (Sheriff and Police), Fire, Medical, Emergency, or government employees who are responding to, working at, or inspecting the facility will be allowed to access the Charter School campus.
 - Discontinue all non-essential in-person group activities at the Charter School Campus during the outbreak.
 - Identify absenteeism among affected classes and contact those absentees to screen for COVID-19 symptoms.
- Close Contacts and Quarantine
 - A "Close Contact" is spending more than fifteen minutes over a 24 hour period within 6 feet of an infected person or, in Los Angeles County, having had unprotected contact

⁶ In the event of a "cluster," Los Angeles County Charter Schools must specifically report such information to the LAC DPH at LADPH at ACDC-Education@ph.lacounty.gov or by calling (888) 397-3993.

⁷ In the event of an outbreak, all Charter School locations will comply with guidance titled "Management of Outbreaks of COVID-19," issued by the LAC DPH. This protocol can be found at: http://publichealth.lacounty.gov/media/Coronavirus/docs/education/EMPSupplement_K12Schools.pdf. In the event that other state or local guidance provides more stringent outbreak protocol, the Charter School will comply with such protocol.

- with the infected person's body fluids and/or secretions of a person with confirmed COVID-19 (e.g., being coughed or sneezed on, sharing utensils or saliva, or providing care without using appropriate protective equipment).
- "Fully vaccinated" refers to those who have received either a single dose vaccine or the second dose of a two-dose vaccine over two weeks ago.
 - *Quarantine rules for fully vaccinated students.* Fully vaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 may continue to attend school and do not need to quarantine so long as the student does not display symptoms of COVID-19. It is still recommended that these students get tested.
 - *Quarantine rules for unvaccinated students.*
 - Unvaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 while both parties were wearing masks, may continue to attend school during a modified 10-day quarantine, so long as they i) do not show symptoms of COVID-19, ii) continue to appropriately mask, iii) undergo at least twice weekly testing during the ten day quarantine, and iv) continue to quarantine from all extracurricular activities including sports and activities within the community setting.
 - Unvaccinated students who come into close contact indoors with an individual who tests positive for COVID-19 while either the student or infected individual was not wearing a mask, must quarantine away from school until i) ten days following the date of last exposure, or ii) seven days after the date of last exposure if a COVID-19 test performed after the fifth day is negative. This applies only if the student i) remains asymptomatic, ii) continues daily self-monitoring for symptoms for 14 days from exposure, and iii) continues wearing a mask, avoiding crowds, and washing hands for 14 days from exposure.
 - If any symptoms develop during the 14-day period after exposure, the exposed person must immediately isolate, get tested and contact their healthcare provider with any questions regarding their care.
 - For individuals who test positive for COVID-19:
 - Checking for false positives on Los Angeles Unified School District Sites only (MSA 2, 3, 4, 6 and 8):
 - To reduce unnecessary anxiety and isolation/quarantine of students and staff, the Charter School shall re-test asymptomatic individuals who have tested positive for COVID-19 as required by the Los Angeles Unified School District.
 - If an individual (student or staff) receives a positive test result, the Los Angeles Unified School District Community Engagement Team will contact the

individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.

- *Symptomatic Positive Case.* If the individual is determined to be symptomatic, has a known exposure to a positive case, and/or is in a high prevalence setting (i.e., a campus with more than one active case), the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for 10 days and quarantine all close contacts per Los Angeles County Department of Public Health guidelines.
- *Asymptomatic Positive Case.* If the individual is determined to be asymptomatic, has no known exposure, and is in a low prevalence setting (i.e., a campus with more than one active case), the individual will be asked to isolate, and all close contacts will be asked to quarantine. The individual will be directed to re-test within 48 hours of the positive sample collection.
- If the confirmatory test returns a negative result, the Los Angeles County Department of Public Health will approve the false positive request and report it to the State of California. The individual is thereafter released from isolation and all close contacts are released from quarantine. The Los Angeles Unified School District Community Engagement Team will then deactivate the positive case and be permitted to access District sites again.
- If the confirmatory test returns a positive result, the Los Angeles Unified School District Community Engagement Team will direct the individual to isolate for the minimum of 10 days and all close contacts will continue to quarantine per Los Angeles County Department of Public Health guidelines. The individual will not be permitted to access district owned sites in the meantime.
- Checking for false positives at all other MSA campuses:
 - If an individual (student or staff) receives a positive test result, the COVID-19 Home Office Response Team will contact the individual to conduct an interview and confirm whether he or she has symptoms consistent with COVID-19.
 - All students and staff who test positive for COVID-19 and are determined to be asymptomatic will be strongly encouraged to re-test within 48 hours of the initial positive sample collection.
 - If the confirmatory test is negative the COVID-19 Home Office Response Team will alert the local public health department to the false positive and will release the individual from isolation and will alert all known close contacts that they may cease quarantining.

- If the confirmatory test is positive, the individual shall continue to isolate and all close contacts shall continue to quarantine.
- Persons with COVID-19 who have symptoms may discontinue [self-isolation](#) under the following conditions:
 - At least 10 days have passed since symptom onset; AND
 - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; AND
 - Other symptoms have improved
- Persons with COVID-19 who are **asymptomatic** may discontinue isolation under the following conditions:
 - At least 10 days have passed since the date of the first positive COVID-19 diagnostic test. If they develop symptoms, then the strategies for discontinuing isolation for symptomatic persons (see above) should be used.
- The School will comply with Cal/OSHA regulations regarding when employees may return to work after exposure. All employees with close contacts COVID-19 exposure shall be excluded from the Charter School campus until the following criteria have been satisfied:
 - If the employee does not develop any COVID-19 symptoms, the employee may return to work when ten (10) days have passed since the last known close contact exposure.
 - If an employee develops any COVID-19 symptoms, the employee may return after:
 - 1) The employee tested negative for COVID-19 using a polymerase chain reaction (“PCR”) COVID-19 test with specimen taken after the onset of symptoms;
 - 2) At least ten (10) days have passed since the last known close contact; and
 - 3) The person has been symptom-free for at least twenty-four (24) hours, without using fever-reducing medications.
- Employees with close contacts exposure are not required to be excluded from the Charter School campus after close contact COVID-19 exposure if either of the following apply:
 - 1) The employee was fully vaccinated before the close contact and has not developed any COVID-19 symptoms; or
 - 2) The employee has remained free of COVID-19 symptoms, for ninety (90) days after the initial onset of COVID-19 symptoms or,

for COVID-19 cases who never developed COVID-19 symptoms, for ninety (90) days after the first positive test.

- Subsequent School Closure Criteria:
 - Charter School campuses that are open for in-person instruction may subsequently and temporarily close for in-person instruction based on the following criteria:
 - As determined by and in consultation with the local health department
 - After closure, the Charter School may reopen after 14 days, cleaning, disinfection, conclusion of a public health investigation, and local health department consultation.

6. Sanitizing/hygiene materials and practices:

- The Charter School will develop plans and routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The Charter School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- If handwashing stations near classrooms are not practicable, and to facilitate use by students and staff as needed, the Charter School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers). This hand sanitizer will be made available to both students and staff at all strategic locations throughout the Charter School Campus.
- The Charter School will not use hand sanitizer with isopropyl alcohol as the main ingredient.
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- Children under age 9 should only use hand sanitizer under adult supervision. Hand sanitizer will also not be left out in the open in classrooms for students under the age of 9.
- The Charter School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

7. Routine cleaning and disinfecting: The Charter School will maintain a high level of cleanliness throughout the year to help reduce the risk of exposure to and spread of COVID-19 at the school site. In general, cleaning once a day is usually enough to sufficiently remove potential virus that may be on surfaces. Disinfecting (using disinfectants on the [U.S. Environmental Protection Agency COVID-19 list](#)) removes any remaining germs on surfaces, which further reduces any risk of spreading infection.

- Custodial staff will perform routine and thorough cleaning once per day, and when students are not present. When cleaning, the space will be aired out before children arrive.
- Routine cleaning practices include, but are not limited to:
 - Using everyday janitorial cleaning supplies and disinfectants for surfaces as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment;
 - Dusting hard surfaces;
 - Damp wiping of hard surfaces to ensure they are free of debris;
 - Wet mopping of floors;
 - Vacuuming carpets and mats.
- The Charter School will clean and disinfect areas commonly visited by staff no less than once per day during operating hours and implement a schedule for such cleaning and disinfecting. These areas include, but are not limited to: Break rooms, restrooms, lobbies, classrooms, laboratories, nurse's office, counseling and student support areas, staff offices, and cafeterias.
- The Charter School will clean high touch areas in staff breakrooms at least once per day.
- Cleaning and Disinfection after a Confirmed Case on Campus:
 - If an individual confirmed to have COVID-19 was on campus, the Charter School will complete enhanced cleaning and disinfection procedures in the spaces occupied by the confirmed COVID-19 case.
 - Employees completing this cleaning must wear a mask and gloves at all times and will refer to Material Safety Data Sheets or follow the instructions on the chemical labels.
 - When disinfecting, the Charter School will use an EPA-registered disinfectant that is approved for emerging pathogens.
 - Custodians will focus on immediate areas occupied by the confirmed COVID-19 case.
 - Custodians will clean and disinfect:
 - All non-porous surfaces in the ill occupant's space/office, as well as on shared equipment (like tablets, touch screens, keyboards, remote controls) in bathrooms and shared spaces used by the ill person. Cleaning and disinfection will also focus on high-touch surfaces (e.g. desk, table, hardbacked chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones).

- On porous surfaces (e.g., carpets, chairs) in the confirmed COVID-19 case's space or office, custodians will remove visible contamination, clean with appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material.
 - The space(s) where the confirmed COVID-19 case was present may be reoccupied once these cleaning and disinfection procedures have been completed.
- The Charter School will ensure proper ventilation during all cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- The Charter School will comply with [CDPH Guidance on Ventilation of Indoor Environments and Ventilation and Filtration to Reduce Long-Range Airborne Transmission of COVID-19 and Other Respiratory Infections: Considerations for Reopened Schools](#) to the greatest extent practicable for each facility.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, restroom surfaces and door handles, will be routinely cleaned.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.
- When choosing disinfecting products, the Charter School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list "N" and require staff to follow product instructions.
 - To reduce the risk of asthma and other health effects related to disinfecting, the Charter School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
 - The Charter School will avoid products that contain peroxyacetic (peracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
 - Staff shall follow label directions for appropriate dilution rates and contact times.
 - The Charter School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.

Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote

controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.

8. Facility measures: The Charter School will incorporate CDE guidance **measures** for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will ensure that ventilation systems and fans operate properly and increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
 - The Charter School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires' disease and other diseases associated with water.
- Consider installing additional temporary handwashing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

9. Physical distancing (students): The Charter School will incorporate CDPH and CDE guidance with respect to physical distancing between students on campus **as much as is feasible, including maximizing physical distance as much as possible while eating (especially indoors), using additional spaces outside of the cafeteria for mealtime seating such as classrooms or the gymnasium can help facilitate distancing, and arrange for eating outdoors as much as feasible.**

10. Use of Face Coverings: The Charter School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH **Guidance** and this Policy unless a person is **subject to** exemption.

- **All students must wear a face mask when indoors at any Charter School Campus building, bus, or other enclosed space, unless exempted from doing so pursuant to the accommodation procedures laid out in this Policy.**

- All adults in K-12 school setting, including all teachers, staff, parents, visitors, and outside workers, must wear a mask when in any indoor space shared with students or other staff.
- Face masks are required without regard to vaccination status.
- Face masks are optional when outside.
- Proper use of cloth face coverings will be strictly enforced. The Charter School will exclude from campus anyone who refuses to wear a face mask if not exempted pursuant to this Policy. Students excluded from campus for refusing to wear a mask without a valid exemption will be provided alternative educational opportunities to the greatest extent possible.
- Face masks and face shields may be removed for meals, snacks, naptime, showers, or outdoor recreation, or when needing to be replaced. When any type of face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.
- The Charter School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.
- Employees should wear a clean face mask to work every day.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.
- The Charter School will post signs regarding the need for, proper use, removal, and washing of face coverings and shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- When pedagogically necessary, Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others to the extent practicable. Staff must return to wearing a face covering outside of the classroom, unless otherwise exempted.
- The Charter School will evaluate any employee's request for accommodation from the Charter School's facial covering policy/requirement pursuant to the MPS Employee Handbook and applicable law for all lawfully recognized accommodations. Employees requesting an accommodation from the facial covering policy/requirement must provide appropriate documentation and contact human resources.
- Per Los Angeles County Department of Health Guidance, employees based in Los Angeles County who are granted exemptions from wearing a mask while indoors must undergo COVID-19 testing at least twice per week, unless the employee provides proof of full vaccination against COVID-19.
- Accommodations for students:

- Pursuant to CDPH Guidance on the use of face masks, individuals with a medical condition, mental health condition, or disability that prevents wearing a mask are to be accommodated with an exemption from mask wearing. This includes those who are hearing impaired as well as those who communicate with the hearing impaired.
- If a student cannot wear a mask due to a medical condition, mental health condition, or disability, he or she should wear the next most effective alternative that can be tolerated, such as a transparent face shield with a cloth draping sealing the bottom.
- Parents/guardians who believe their student may need an accommodation from the Charter School's facial covering policy and requirement should contact the Charter School principal.
- Upon receipt of appropriate documentation, the Charter School will evaluate requests for accommodation and determine what, if any accommodations the Charter School can provide.
- For special education/504 students:
 - Appropriate determinations will be made during IEP team meetings.
 - When considering potential accommodations, SPED/504 teams will use the following criteria:
 - 1) Does the student have a medical condition, mental health condition, or disability that prevents wearing a face covering. This includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance and
 - 2) When deciding if students with certain disabilities should wear a mask, determine if they can:
 - Use a mask correctly,
 - Avoid frequent touching of the mask and their face,
 - Limit sucking, drooling, and excess saliva on the mask, and
 - Remove the mask without assistance.
- Students exempted from wearing a mask or face shield are strongly encouraged to be vaccinated against COVID-19. If a student is exempt from wearing any type of face covering and is not vaccinated, the Charter School shall implement physical distancing and other isolation measures to the greatest degree feasible.

11. Use of Gloves and Personal Protective Equipment: The Charter School is no longer required by emergency public health orders to require the use of gloves and personal protective equipment. Any employee or student who wishes to wear gloves and/or personal protective

equipment beyond the required facial coverings may do so, provided that they dispose of them safely and appropriately and do not wear gloves or personal protective equipment of a type or in a manner that interferes with their ability to perform their duties. Upon request, the Charter School will provide gloves and a medical grade mask to any employee dealing with sick children or providing instruction to any students with a face mask exemption.

12. Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness.

Pursuant to state and local health guidance, the Charter School has developed the following measures to mitigate the risk of COVID-19 to vulnerable student groups:

- The Home Office COVID-19 Response Team or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
- The Home Office COVID-19 Response Team or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
 - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
 - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
 - Individuals who may not be able to communicate symptoms of illness.
- The Charter School is prepared for opening to provide Free Access to Public Education (“FAPE”) in the least restrictive environment (“LRE”) for each student. All students with disabilities will receive services according to their IEP. In accordance with IDEA, it is critical to reinforce the understanding that students receiving special education services, or 504 accommodations are general education students first. Balancing the educational needs with the health and well-being of students and staff is our top priority.
- Every child and adolescent with a disability is entitled to FAPE and is entitled to special education services based on their individualized education program (IEP). The Charter School continuously review and problem solve to balance safety and service needs. In order to provide the required level of safety, systems, processes and service delivery models have been reviewed. Adherence to social distancing guidelines will be followed as feasible except for instances when the services outlined in a specific IEP call for closer proximity. This will be evaluated on a case-by-case basis. For example, additional provision of PPE supplies to staff

(gloves, gowns, face shields and Plexiglas dividers) who are required to deliver hand-over-hand instruction or hygiene service needs for students.

- Evaluations and Timelines:
 - All IDEA/ADA compliance timelines will be followed on schedule and in accordance with IDEA/ADA regulations. IEP Team meetings and 504 meetings that were missed due to the March school facility closures will be rescheduled and conducted as soon as possible, if not already conducted. All IEP team meetings and 504 meetings will be conducted virtually until the use of school facilities return to normal operations.
- Services:
 - The IDEA allows for flexibility in determining how to meet the individualized needs of students receiving special education services. State guidelines for the delivery of special education and related services will be implemented while protecting the health and safety of students as well as the individuals providing the services.
 - If a student is unable to access their education in person due to medical or other circumstances, including the inability to wear a face covering, alternative means of delivering these services will be provided.
 - The Charter School will provide appropriate protective equipment relative to the responsibilities of all Support Service Staff and disability needs.
 - All Staff and students will receive training on the appropriate use of PPE and healthy hygiene practices that are proven to mitigate the spread of COVID-19.
- The Charter School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
 - Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
 - Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
 - Individuals who may not be able to communicate symptoms of illness.

13. COVID-19 Vaccination Policy. The Charter School has adopted the following COVID-19 employee vaccination policy (“Vaccination Policy”). The purpose of this Vaccination Policy is to protect the health, safety, and well-being of all Charter School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. The Charter School drafted this policy in compliance with all applicable federal and state laws, including guidance from the Equal

Employment Opportunity Commission (“EEOC”), Centers for Disease Control and Prevention (“CDC”), the California Department of Public Health (“CDPH”), and local health authorities:

- The Charter School strongly encourages all employees to receive a COVID-19 vaccination at the first available opportunity.
- Employees who choose to get vaccinated should do so outside of working hours. Employees who demonstrate they are unable to get vaccinated outside working hours may use either COVID-19 Supplemental Paid Sick Leave or accrued sick leave for time spent attending a COVID-19 vaccination appointment. In such cases, employees must consult with their supervisors regarding the best time to be excused to receive the vaccine and are responsible for arranging coverage during their absence to get vaccinated, if applicable.
- Employees who voluntarily vaccinate for COVID-19 are not required to provide any proof of vaccination information to the Charter School. However, such employees must retain proof of vaccination should the Charter School elect to mandate vaccinations and request proof of COVID-19 vaccination status at a later date.
- Employees who experience symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework may be entitled to COVID-19 Supplemental Paid Sick Leave.
- The Charter School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine or for electing not to receive the COVID-19 vaccine.
- As public health and legal guidance regarding COVID-19 vaccinations evolves, the Charter School reserves the right to revise this Vaccination Policy. Such a revision may include but is not limited to mandating all employees vaccinate for COVID-19, absent a legally-recognized accommodation. Upon any revision to this Vaccination Policy, the Charter School will provide immediate notice in writing to all employees.
- Employee with any questions regarding the Charter School’s Vaccination Policy may contact Human Resources Department at hr@magnoliapublicschools.org.

14. Communications to the Charter School Community: The Charter School will keep families, staff, and the community informed, engaged, and in touch as the new school year begins, by implementing the following communications measures:

- The Charter School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Communications will include a process for engaging families for potentially unknown concerns that may need to be accommodated.
- Prior to the start of the school year, the Charter School will communicate to staff, students,

and parents about new, COVID-19-related protocols, including:

- Proper use, removal and washing of face coverings.
- Screening practice.
- How COVID-19 is spread.
- COVID-19 specific symptom identification.
- Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19, including pertinent isolation and quarantine policies.
- Local community testing sites and options for obtaining COVID-19 testing from private medical providers, including any testing arranged by the Charter School.
- Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention.
- Guidelines for families about when to keep students home from school.
- Systems for self-reporting symptoms.
- Criteria and plan to close schools again for physical attendance of students.
- Changes in Charter School extracurricular, academic, and meal programs to help prevent the spread of COVID-19.
- Contact information at the Charter School for students who may have been exposed to COVID-19.
- Charter School contact information if a student has COVID-19 symptoms or may have been exposed to COVID-19.
- The Charter School will provide information to parents and guardians regarding this Policy and related guidance, along with the safety measures that will be in place in indoor and outdoor settings with which parents and guardians must comply.
- **This Policy** will be posted at all public entrances to the Charter School campus.
- The Charter School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The MPS CEO/Superintendent is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with the Charter School’s charter petition. The MPS CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

Appendix

Site Specific Planning Form

This document has been included to align with the Los Angeles Unified School District’s (“LAUSD”)’s COVID-19 Containment, Response and Control Plan (“Containment Plan”). Pursuant to the LAUSD’s Containment Plan, the LAUSD is requiring all Los Angeles Unified schools complete this form, along with the pre-filled versions of the Los Angeles County Department of Public Health COVID-19 Reopening Protocols for K-12 Schools: Appendices T1 and T2 documents.

School Name: _____

Date Last Revised: _____

School Address: _____

Location Code: _____

School Phone Number: _____

Campus Density

- Approximate Square Footage open: _____
- Maximum Student Capacity: _____
- Maximum Number of Staff with physical distancing: _____
- Total Number of Students Enrolled: _____
- 25% of Total Number of Students Enrolled: _____
- In-person class size is limited to: _____
- The **maximum** number of students & staff permitted on campus at any one time to ensure no more than 25% of total student body and to maximize physical distancing is:

Specialized Services for defined subgroups of children (T1)			
Enter the estimated total number of students that will return per grade (if none, enter 0)			
TK:	3:	5:	9:
K:	4:	6:	10:
1:	5:	7:	11:
2:	6:	8:	12:

Estimated total number of administrators, teachers, and other employees on campus supporting resumption of all permitted in-person services for students: _____

Services

The [Grab & Go Food Center](#) located closest to this school is at:

- School Name: _____
- Address _____

The [COVID-19 Test Center](#) located closest to this school is at:

- School Name: _____
- Address: _____

School COVID-19 Compliance Task Force

Name	Job Title	Role
	(Principal)	Leader
		COVID-19 Compliance Officer
	(School Administrative Assistant)	Attendance Monitor
	(Plant Manager)	Cleaning/Disinfecting Operations
	(School Nurse)	Exposure Management Advisor
		Health Office Manager
		Data Collection Manager

Health Office Set-up and Staff

Type of Health Office	Indoor vs. Outdoor	Location	Staff Person(s)	Alternate	Runner
General Health Office (Non-COVID)					
Isolation Area (Recommended Outdoors)					
Quarantine Area					

School Communications

The following information was sent to parents/students prior to the start of in-person services: (check all that apply)	
<input type="checkbox"/> Isolation and quarantine policies as they apply to students who have symptoms or may have been exposed <input type="checkbox"/>	<input type="checkbox"/> Options for COVID-19 testing if the student or a family member has symptoms – or exposure to COVID-19
<input type="checkbox"/> Changes in school meals to avert risk	<input type="checkbox"/> Required use of face coverings
<input type="checkbox"/> How to conduct a symptom check before students leave home for school	<input type="checkbox"/> Changes in academic and extracurricular programs to avert risk
<input type="checkbox"/> Importance of student compliance with physical distancing and infection control policies	<input type="checkbox"/> Who to contact at the school if students have symptoms or may have been exposed
<input type="checkbox"/> School policies concerning parent visits to school and advisability of contact the school remotely	<input type="checkbox"/> Importance of providing up-to-date emergency contact information, including multiple parent contact options



INJURY AND ILLNESS PREVENTION PROGRAM (“IIPP”) COVID-19 ADDENDUM

California employers are required to establish and implement an Injury and Illness Prevention Program (IIPP) to protect employees from all worksite hazards, including infectious diseases.

Charter School has adopted this addendum to accommodate reopening school for in-person instruction in accordance with the [COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year](#) from the California Department of Public Health (“CDPH”). This document additionally complies with the temporary Cal/OSHA regulations issued November 30, 2020, which require a “written COVID-19 prevention plan.” Resumption of in-person instruction presumes that the Charter School has complied with all applicable [legal and public health requirements](#). Charter School and worksite administrators should coordinate with state and local health officials to obtain timely and accurate information about the level of disease transmission in the local community before resuming any on-site work practices. Local conditions will influence the decisions that public health officials make regarding community-level strategies.

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This addendum contains three parts. Part one contains background information regarding COVID-19, including known symptoms, emergency warning signs and high-risk factors. Part two provides guidelines for implementation of a COVID-19 Infection Control Plan, which includes short-term measures to implement while COVID-19 remains endemic in states and communities. Part three contains measures to maintain a healthy workforce until herd immunity in the population is achieved or the global incidence of COVID-19 comes under control.

Background

In November 2019, a novel coronavirus (SARS-CoV-2) was discovered in Wuhan, China, which was found to cause a viral respiratory illness (coronavirus disease 2019, or “COVID-19”) leading to severe injury and death in certain populations, particularly elderly persons and persons with underlying health conditions.

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Updated on 08/02/2021

COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020. In response to the COVID-19 Pandemic, public health officers in many states and counties ordered all individuals to stay home or at their place of residence (i.e., “Shelter in Place”), except as needed to maintain continuity of operations of certain critical infrastructure sectors. Across the nation, public schools and most other government offices and private businesses were closed in order to slow the spread of the coronavirus in the community. Many states and localities have now commenced phased reopening or already reopened.

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In 2020, the CDC identified the following symptoms of COVID-19, which typically appear within 2-14 days after exposure to the virus:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

The CDC also recommends that, if a person shows any of the following emergency warning signs, * he or she should seek emergency medical care immediately:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

*Please note that this is not a complete list of all possible symptoms. Anyone experiencing any other symptoms that are severe or concerning should contact a medical provider.

Certain people are at higher risk for severe illness from COVID-19, including:

- People 65 years and older
- People who live in a nursing home or long-term care facility
- People of all ages with underlying medical conditions, particularly if not well controlled, including:
 - People with chronic lung disease or moderate to severe asthma
 - People who have serious heart conditions
 - People who are immunocompromised
 - Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune

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deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications

- o People with severe obesity (body mass index [BMI] of 40 or higher)
- o People with diabetes
- o People with chronic kidney disease undergoing dialysis
- o People with liver disease

Decisions to resume operations should be based on both the level of disease transmission in the community and the capacity to protect the safety and health of staff and students at each school site.

COVID-19 Infection Control Plan

Before resuming normal or phased school activities after a Shelter in Place order is lifted, prepare and implement a COVID-19 preparedness, response, control and prevention plan (i.e., COVID-19 Infection Control Plan). Federal, state, and local public health communications must be monitored to keep up with information available about COVID-19 regulations, guidance, and recommendations, to ensure that workers have access to the timeliest information.

1. Design, implement, update and maintain a COVID-19 Infection Control Plan:

The overall goal of the COVID-19 Infection Control Plan is to decrease the spread of COVID-19 and lower the impact of the disease in the workplace. This includes the following objectives:

- Prevent and reduce transmission among employees;
- Maintain healthy school operations; and
- Maintain a healthy work environment.

All site administrators should implement and update as necessary a control plan that:

- Is specific to your workplace;
- Identifies all areas and job tasks with potential exposures to COVID-19; and
- Includes control measures in this policy to eliminate or reduce such exposures

COVID-19 Infection Control Plans should consider that employees may be able to spread COVID-19 even if they do not show symptoms, which is a source of anxiety in the workforce, particularly among higher-risk individuals. Therefore, it is important to have discussions with workers about planned changes and seek their input. Additionally, collaboration with workers to effectively communicate important COVID-19 information.

2. Adjust operations to slow the spread:

- Employees who have COVID-19 symptoms should notify their supervisor and stay home as directed.
- Sick employees should follow CDC-recommended steps for self-quarantine. Employees should not return to work until the criteria to discontinue home isolation are met, in

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consultation with their supervisor, local health departments and healthcare providers.

- Employees who appear to have symptoms upon arrival at work or who become sick during the day should immediately be separated from other employees, students, and visitors, and sent home.
- Adopt a procedure for the safe transport of an employee who becomes sick while at work. The employee may need to be transported home or to a healthcare provider.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC-recommended precautions.
- If implementing in-person health checks, conduct them safely and respectfully. If the Charter School conducts screening indoors at the workplace, the employer shall ensure that face coverings¹ are used during screening by both screeners and employee, and if temperatures are measured, that non-contact thermometers are used.
- Follow guidance from the Equal Employment Opportunity Commission regarding confidentiality of medical records from health checks.
- To prevent stigma and discrimination in the workplace, make employee health screenings as private as possible. Do not make determinations of risk based on race or country of origin or any other protected characteristics and be sure to maintain confidentiality of each individual’s medical status and history.

3. Conduct a Workplace Hazard Assessment:

The purpose of a hazard assessment of the workplace is to identify where and how workers might be exposed to COVID-19 at work. Combinations of controls from the hierarchy of controls are used to limit the spread of COVID-19 (see Controls Table in Appendix A). These include engineering controls, workplace administrative policies, and personal protective equipment (PPE) to protect workers from the identified hazards.

- Conduct a thorough hazard assessment to determine if workplace hazards are present, or are likely to be present, and determine what type of controls are needed for specific job duties, including:
 - Evaluating potential workplace exposures which employees or other persons at the Charter School campus may encounter.
 - Evaluating places where Charter School employees or others may congregate on campus, such as hallways, bathrooms, and break rooms. This includes an evaluation of employees’ potential workplace exposure to all persons at the workplace or who may enter the workplace, including coworkers, students, employees of other entities, members of the public, customers or clients, and independent contractors. During this evaluation, the Charter School will also consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing stationary work locations.
 - Reviewing and incorporating all applicable federal, state, and local public health guidance related to COVID-19, as well as any other industry-specific guidance.
 - From time to time, evaluate existing COVID-19 health and safety measures to

¹ Cal/OSHA defines “face coverings” as “a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.”

Updated on 08/02/2021

Commented [CPH2]: Employee screening procedures remain a requirement under the revised Cal/OSHA regulations. However, the regulations now allow employees to self-evaluate symptoms before work as part of such screenings, in addition to other potential screening methods.

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Commented [CPH3]: The School is still required to conduct workplace hazard assessments pursuant to the revised Cal/OSHA regulations.

Commented [CPH4]: Cal/OSHA now wants employers to consider this additional information as part of its COVID hazard assessments.

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- determine whether additional or different measures are necessary.
- Periodically conduct inspections to identify any potential COVID-19 unhealthy conditions, work practices, procedures, and to ensure compliance with all COVID-19 health and safety measures.
 - Encouraging employees and their exclusive representative, if any, to participate and assist the Charter School in identifying and evaluating potential COVID-19 workplace hazards. The School will do so by:
 - Before implementing this plan, the School will consult with employees' exclusive representatives and coordinate a virtual safety meeting in February 2021. At the safety meeting, the School will discuss the components of the COVID-19 Prevention Plan with employees and exclusive representatives. The School will additionally seek input from employees and exclusive representatives regarding potential COVID-19 hazards. In advance of the virtual safety meeting, employees and exclusive representatives are encouraged to consider areas on campus which they believe pose a high-risk of COVID-19 transmission, as well as activities on campus that are difficult to complete while complying with all health and safety guidance.
 - In consultation with employees' exclusive representatives, the School will create a rotating team of employees to participate in hazard assessments on campus. These assessments will occur virtually to the greatest extent practicable. These assessments will occur weekly. All employees are encouraged to volunteer for participation in hazard assessments, and the School will rotate teams of employees, ensuring all groups of School personnel are equally represented to the greatest extent possible.
 - If employees and/or exclusive representatives have specific COVID-19 hazard concerns, they may contact the school site principals (Chief Compliance Officer) to discuss such concerns, who may be reached at:

Commented [CPH5]: It remains a requirement for Schools to involve employees/ exclusive representatives in hazard assessments.

Commented [CPH6]: These are not required, but are suggestions for the School to involve employees in hazard assessments.

School Name	School Site Principal	Phone Number
Magnolia Science Academy-1	Mustafa Sahin	818-609-0507
Magnolia Science Academy-2	David Garner	818-758-0300
Magnolia Science Academy-3	Zekeriya Ocel	310-637-3806
Magnolia Science Academy-4	Musa Avsar	310-473-2464
Magnolia Science Academy-5	Brad Plonka	818-705-5676

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Magnolia Science Academy-6	John Terzi	310-842-8555
Magnolia Science Academy-7	Meagan Wittek	818-886-0585
Magnolia Science Academy-8	Jason Hernandez	323-826-3925
Magnolia Science Academy-Santa Ana	Steven Keskinurk	714-479-0115
Magnolia Science Academy-San Diego	Gokhan Serce	619-644-1300
MPS Home Office	Suat Acar	213-628-3634

- If a hazard assessment reveals any potential COVID-19 hazards, the Charter School will immediately act to correct the hazard. The school site principal (Chief Compliance Officer) will be responsible for responding to and correcting any potential COVID-19 hazards.
- When engineering and administrative controls cannot be implemented or are not fully protective:
 - Determine what PPE is needed for each workers’ specific job duties,
 - Select and provide appropriate PPE to the workers at no cost, and
 - Train their workers on its correct use.

4. COVID-19 Vaccination Status

Consistent with Cal/OSHA regulations and applicable law, the School must impose different health and safety requirements, depending on an employee’s COVID-19 vaccination status. Cal/OSHA defines an individual as fully vaccinated when “the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).” As a result, to forego any potential COVID-19 health and safety restrictions, such as exclusion/quarantine periods, some COVID-19 testing and other directives, employees must [provide the Charter School with proof of COVID-19 vaccination] OR [complete a COVID-19 vaccination status attestation]. Employees who are either unvaccinated or who decline to [provide the Charter School with proof of COVID-19 vaccination] OR [attest to their COVID-19 vaccination status] will be considered unvaccinated, and must comply with all health and safety directives, as stated in this policy.

5. Take action if an employee is suspected or confirmed to have COVID-19 infection:

Current Cal/OSHA Regulations

Updated on 08/02/2021

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Commented [CPH7]: As discussed in our call, in order to allow a fully vaccinated asymptomatic employee to forego quarantine/exclusion, not be offered COVID-19 testing, and in other situations, the School must document that the employee is fully vaccinated. This could be done either through an attestation or actual proof of vaccination. Proof of vaccination is the safest approach, but either method works. Finally, it really does not matter whether the School asks for this ahead of time, or after an employee has been exposed. In any event, I included a separate section going over this information, just so it is clear. Please let me know if you have any questions regarding this information.

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- Effective immediately, upon one (1) “COVID-19 case”² in the workplace, the Charter School will:
 - Investigate the COVID-19 case, determine the day and time the COVID-19 case was last present on the Charter School campus, the date of the positive test and/or diagnosis, and the date the case has one (1) or more COVID-19 symptoms, if any.
 - Investigate whether other Charter School employees or any other third parties may have had close contacts exposure³ by evaluating the activities of the COVID-19 case at the Charter School campus during the “high-risk exposure period”⁴.
 - Give notice of potential exposure, within one (1) business day, and without revealing any personal identifying information⁵ of the COVID-19 case, to:
 - 1) All employees and their authorized representatives, if any, who may have had COVID-19 exposure, and
 - 2) Independent contractors and other employers present at the workplace during the high-risk exposure period.
 - Make COVID-19 testing available at no cost, during paid time to all Charter School employees who had close contacts exposure in the workplace.
 - Provide all employees who had close contacts exposure in the workplace with information regarding:
 - 1) COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under legally mandated sick and vaccination leave, if applicable, workers’ compensation law, local governmental requirements, Charter School leave policies as well as any leave guaranteed by contract and/or Cal/OSHA;
 - 2) Potential COVID-19 exclusion pay eligibility, if applicable.
 - Consistent with Cal/OSHA legal authority, the Charter School will not offer the above-referenced testing nor provide the above referenced information to employees with close contacts exposure, if either of the following apply:
 - 1) If the exposed employee was fully vaccinated against COVID-19 prior to the close contacts exposure and does not have any COVID-19 symptoms, or
 - 2) The exposed employee has remained free of COVID-19 symptoms, for ninety (90) days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, for ninety (90) days after the first positive test.
 - Investigate the potential that workplace conditions contributed to the risk of COVID-19 exposure, as well as remedial steps that could have been taken to reduce the risk of COVID-19 exposure.

² Cal/OSHA regulations define a “COVID-19 case” as a person who: 1) Has a positive COVID-19 test, 2) is subject to a COVID-19 related order to isolate issued by a local health department or state health official, or 3) has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

³ “Close contact” is defined by Cal/OSHA as “being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.”

⁴ “High-risk exposure period” is defined by Cal/OSHA as: 1) For individuals with COVID-19 symptoms, from two (2) days before the symptoms first develop until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or 2) for asymptomatic individuals who test positive for COVID-19, from two (2) days before until ten (10) days after the first positive COVID-19 test specimen was collected.

⁵ All personally identifying information related to COVID-19 cases or those with COVID-19 symptoms shall be kept confidential. However certain information may be provided to public health authorities, as required by law.

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Commented [CPH8]: This is the new testing recommendation for employees after close contacts exposure in the workplace.

Deleted: <#>to all employees with potential COVID-19 exposure in the workplace, at no charge and during working hours, as well as:[¶] Information regarding COVID-19-related benefits under all applicable federal, state, and local laws, as well as potential salary continuation rights during any period of exclusion due to the COVID-19 exposure.[¶]

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- Effective immediately, and pursuant to current Cal/OSHA regulations:
 - All employees with close contacts COVID-19 exposure shall be excluded from the Charter School campus until the following criteria have been satisfied:
 - If the employee does not develop any COVID-19 symptoms, the employee may return to work when ten (10) days have passed since the last known close contact exposure.
 - If an employee develops any COVID-19 symptoms, the employee may return after:
 - 1) The employee tested negative for COVID-19 using a polymerase chain reaction (“PCR”) COVID-19 test with specimen taken after the onset of symptoms;
 - 2) At least ten (10) days have passed since the last known close contact; and
 - 3) The person has been symptom-free for at least twenty-four (24) hours, without using fever-reducing medications.
 - Employees with close contacts exposure are not required to be excluded from the Charter School campus after close contact, COVID-19 exposure if either of the following apply:
 - 1) The employee was fully vaccinated before the close contact and has not developed any COVID-19 symptoms; or
 - 2) The employee has remained free of COVID-19 symptoms, for ninety (90) days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed COVID-19 symptoms, for ninety (90) days after the first positive test.
 - Charter School employees with confirmed COVID-19, regardless of vaccination status, must be excluded from campus as follows:
 - For Employees who test positive and have COVID-19 symptoms:
 - 1) At least twenty-four (24) hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications,
 - 2) COVID-19 symptoms have improved, and
 - 3) At least ten (10) days have passed since COVID-19 symptoms first appeared.
 - Employees who test positive but remain asymptomatic shall not return to the Charter School campus until at least ten (10) days have passed since the date of specimen collection of their first positive COVID-19 test.
 - Once an employee with confirmed COVID-19 has complied with these requirements, depending on whether they are symptomatic or asymptomatic, the Charter School will not require such employees present a negative COVID-19 test before returning to work.
 - Employees excluded from campus due to close contact COVID-19 exposure may be entitled to salary continuation during the applicable exclusion period. The Charter School will provide employees with California COVID-19 Supplemental Paid Sick Leave or emergency paid sick leave pursuant to the Families First Coronavirus Response Act (“FFCRA”), if available, during this period. If an employee is not eligible for California COVID-19 Supplemental Paid Sick Leave or otherwise has no such leave available, the Charter School may elect to provide paid sick leave during

Commented [CPH9]: Please note that the return to work and exclusion framework has been revised pursuant to Cal/OSHA’s latest regulations.

Commented [CPH10]: In this limited situation, Cal/OSHA now requires an employee test for COVID-19 before returning to work.

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Deleted: <#> for fourteen (14) days from the last known exposure to a COVID-19 case.
 However, the Charter School will not exclude employees with close contacts exposure and not require such employees quarantine if the employee is both asymptomatic and fully-vaccinated⁶ against COVID-19. Should an asymptomatic and fully-vaccinated employee be exposed to COVID-19, the Charter School reserves the right to request proof of vaccination for COVID-19 before allowing the employee to forego post-exposure quarantine and exclusion.⁷

Deleted: <#>not return to the Charter School campus as follows⁷:

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- this period.
- o Employees excluded from work due to close contact COVID-19 exposure are not entitled to salary continuation if either of the following applies:
 - 1) If a COVID-19 case is not work-related pursuant to all applicable workers' compensation laws. However, the employee may still be eligible for California COVID-19 Supplemental Paid Sick Leave during this period or FFCRA leave; or,
 - 2) If an employee received disability payments or was covered by workers' compensation and received temporary disability.
 - Effective immediately, and in the event of a confirmed COVID-19 case at the Charter School campus, the Charter School will notify the local public health department, as required by law.
 - Effective immediately, upon notice any COVID-19-related serious illnesses or death⁸ of an employee occurring in a place of employment or in connection with any employment, the Charter School will immediately report such information to Cal/OSHA. Notwithstanding the foregoing, for all Charter School campuses co-located on Los Angeles Unified School District campuses, Charter School will also comply with all requirements implemented by LAUSD related to testing and quarantining/isolation.

AB 685

Effective January 1, 2021, employers are required to provide certain notices in response to a “notice of potential exposure to COVID-19,” in accordance with Labor Code section 6409.6. A “notice of potential exposure” means any of the following:

- (a) Notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite;
- (b) Notification from an employee, or their emergency contact, that the employee is a qualifying individual;
- (c) Notification through the school’s testing protocol that the employee is a qualifying individual; or
- (d) Notification from a subcontracted employer that a qualifying individual was on the schoolsite.

Upon receipt of a “notice of potential exposure,” the Charter School must take the following actions within one (1) business day of the notice:

- (a) Provide a written notice to all employees who were on the premises in the same

⁸ Pursuant to 8 CCR §330(h), “Serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement.”

Updated on 08/02/2021

Deleted: Any salary continuation benefits will account for funds received from public sources during this period, as well as any indemnity benefits as part of any workers' compensation claim related to the employee's COVID-19 exposure.

Commented [CPH11]: Please note that under the current Cal/OSHA regulations, the exceptions have been slightly revised. Additionally, if the School determines an employee is not entitled to the exclusion pay based on one of the exceptions, the regulations require the School to “inform the employee of the denial in writing.” In all likelihood, the School would only be required to provide this notice to the employee if the employee is excluded after close contacts exposure, have no COVID-19 sick leave, no other sick leave, and thus that the leave is unpaid. Please let me know if you have any questions.

Deleted: , Charter School employees are not entitled to salary continuation during the fourteen (14) day exclusion period

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Deleted: is unable to work for reasons other than protecting other employees or students at the Charter School campus from possible COVID-19 transmission, the employee is not entitled to salary continuation during the fourteen (14) day exclusion period. However, the employee may still be eligible for California COVID-19 Supplemental Paid Sick Leave during this period.

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worksite⁹ as the qualifying individual¹⁰ within the infectious period¹¹ that they may have been exposed to COVID-19.¹²

- (b) Provide a written notice to the exclusive representative, if any, of the above employees.¹³
- (c) Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding COVID-19-related benefits to which employees may be entitled under applicable federal, state, or local laws.
 - Information regarding COVID-19-related benefits includes, but is not limited to, workers' compensation, and options for exposed employees, including California COVID-19 Supplemental Paid Sick Leave-related leave, emergency paid sick leave pursuant to the FFCRA, Charter School sick leave, state-mandated leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections applicable to employees.
- (d) Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, on the disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.

Records of the above notices must be retained for a minimum of three (3) years.

Effective January 1, 2021, the school must also take the following responses in the event of a COVID-19 "outbreak," as defined by CDPH:

- Within forty-eight (48) hours, the Chief Executive Officer or designee shall notify the county public health department of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual.¹⁴
- The Chief Executive Officer or designee shall also report the address and NAICS code of the worksite where the qualifying individuals work.
- Additional notice will be provided of any subsequent laboratory-confirmed cases of COVID-19 at the worksite.

⁹ The "worksite" does not include buildings, or floors within multistory buildings, that a qualifying individual did not enter. If the Charter School operates multiple worksites, the school must only notify employees who worked at the same worksite as the qualified individual. (Labor Code § 6409.6, subd. (d)(5).)

¹⁰ A "qualifying individual" means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

¹¹ The "infectious period" means the time a COVID-19-positive individual is infectious, as defined by the State Department of Public Health. (Labor Code § 6409.6, subd. (d)(2).)

¹² Written notice must be provided in the same manner that the Charter School ordinarily uses to communicate employment-related information. Written notice may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending and shall be in both English and the language understood by the majority of the employees.

¹³ Written notice to the exclusive representative must contain the same information as required in an incident report in a Cal/OSHA Form 300 injury and illness log unless the information is inapplicable or unknown to the school. This requirement does not apply if the school's employees do not have an exclusive representative.

¹⁴ A "qualifying individual" means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

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 Specific guidelines for responding to suspected and confirmed cases of COVID-19 in schools are also found in the COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for K-12 Schools in California, 2020-2021 School Year, issued January 14, 2021. In most cases, you do not need to shut down the facility. If it has been less than seven (7) days since the sick employee has been in the facility, close off any areas used for prolonged periods of time by the sick person.¶

¶
 Wait twenty-four (24) hours before cleaning and disinfecting to minimize potential for other employees being exposed to respiratory droplets. If waiting twenty-four (24) hours is not feasible, wait as long as possible.¶
 During this waiting period, open outside doors and windows to increase air circulation in these areas.¶

¶
 If it has been seven (7) days or more since the sick employee used the facility, additional cleaning and disinfection is not necessary. Continue routinely cleaning and disinfecting all high-touch surfaces in the facility.¶

¶
 Follow the CDPH and CDC cleaning and disinfection recommendations:¶

¶
 Clean dirty surfaces with soap and water before disinfecting them.¶

To disinfect surfaces, use products that meet EPA criteria for use against SARS-Cov-2, the virus that causes COVID-19, and are appropriate for the surface.¶

Always wear gloves and other PPE appropriate for the chemicals being used when you are cleaning and disinfecting.¶

You may need to wear additional PPE depending on the setting and disinfectant product you are using. For each product you use, consult and follow the manufacturer's instructions for use.¶

¶
 Determine which employees may have been exposed to the virus and may need to take additional precautions:¶

¶
 Inform employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA).¶

Follow the public health recommendations for community-related exposure and instruct potentially exposed employees to stay home, consistent with public health guidance recommendations for fourteen (14) days, or such period as established by local health order, telework if possible, and self-monitor for symptoms.¶

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Measures to Maintain Healthy Ongoing School Operations

1. Identify a workplace coordinator. The School Compliance Task Force Team will be responsible for COVID-19 issues and their impact at the workplace.

2. Protect employees at higher risk for severe illness through supportive policies and practices. Older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19. As a result, employees may request a legally recognized accommodation related to such conditions. While the School will work to provide reasonable accommodations where applicable, the School cannot guarantee the availability of any specific accommodations. Such accommodations could include, but are not limited to:

- Options to telework, if available and reasonable.
- Offer vulnerable workers duties that minimize their contact with students and other employees, if the worker agrees to this.
- Offer flexible options such as telework to employees where available and reasonable to eliminate the need for employees living in higher transmission areas to travel to workplaces in lower transmission areas and vice versa.

3. Communicate supportive workplace policies clearly, frequently, and via multiple methods. Employers may need to communicate with non-English speakers in their preferred languages.

- Train workers on how implementing any new policies to reduce the spread of COVID-19 may affect existing health and safety practices.
- Communicate to any contractors or on-site visitors about changes that have been made to help control the spread of COVID-19. Ensure that they have the information and capability to comply with those policies.
- Create and test communication systems that employees can use to self-report if they are sick and that you can use to notify employees of exposures and closures.
- Communicate how employees may request medical or other legally recognized accommodations from mandatory conditions of employment or continued employment with the School. Employees who wish to request a legally recognized accommodation may contact human resources via email at [INSERT].
- Use a hotline or another method for employees to voice concerns anonymously. They may call the Home Office hotline line 213-293-7068. Consistent with the Employee Handbook and all applicable policies, the Charter School will not tolerate discrimination, harassment, or retaliation against any employee who reports COVID-19 symptoms or hazards.

4. Face Coverings

- Until lifted, the CDPH has ordered that all persons in K-12 Schools, childcare and youth settings must wear a face covering at all times while indoors, regardless of vaccination status.
- The Charter School will provide employees with such face coverings and ensure they are worn when indoors, in vehicles and elsewhere as required by the CDPH or local public health authorities.
- The Charter School will ensure that face coverings are clean and undamaged, and that they

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Commented [CPH13]: I provided some language to show that the School is willing to work on potential accommodations, but also to protect the School, in the event that it cannot or does not offer certain accommodations, such as telework.

Commented [CPH14]: The new Cal/OSHA regulations require a CPP to “Describe how employees with medical or other conditions that put them at increased risk of severe COVID-19 illness can request accommodations.” As such this section has been revised accordingly.

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Establish policies and practices for social distancing.
Where

Deleted: possible and reasonable, alter your workspace to workers and students maintain social distancing and physically separate employees from each other and from students, such as:¶

- ¶ Implement flexible worksites (e.g., telework).¶
- ¶ Implement flexible work hours (e.g., rotate or stagger shifts to limit the number of employees in the workplace at the same time).¶
- ¶ Increase physical space between employees at the worksite by modifying the workspace.¶
- ¶ Increase physical space between employees and students (e.g., physical barriers such as partitions).¶
- ¶ Use signs, tape marks, or other visual cues such as decals or colored tape on the floor, placed 6 feet apart, to indicate where to stand when physical barriers are not possible.¶
- ¶ Implement flexible meeting and travel options (e.g., postpone non-essential meetings or events in accordance with state and local regulations and guidance).¶
- ¶ Break rooms, staff rooms and conference rooms will have posted occupancy limits. Staff should minimize use of staff rooms, break rooms and other indoor settings. Staff are encouraged to eat meals outdoors or in large, well ventilated spaces. In such locations, the Charter School will ensure tables are at least eight (8) feet apart and that seats are at least six (6) feet apart, so staff can maintain proper physical distancing.¶
- ¶ Close or limit access to common areas where employees are likely to congregate and interact.¶
- ¶ Prohibit handshaking.¶
- ¶ Deliver services remotely (e.g., phone, video, or web).¶
- ¶ Adjust school practices to reduce close contact with and among students — for example, by using larger formal spaces (e.g., auditoriums) or outdoor areas for instruction.¶
- ¶ When it is not possible to maintain a distance of at least six (6) feet, individuals shall be as far apart as possible.¶ ... [1]

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Commented [CPH16]: While Cal/OSHA has allowed fully vaccinated individuals to forego wearing a mask on campus, masks are still required where required by the CDPH. As the CDPH is still requiring masks for all individuals while indoors in K-12 Schools, the School should continue to require employees to wear masks at this time ... [2]

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are worn over the nose and mouth. Face shields are not a replacement for face coverings, although they may be worn together for additional protection.

- Employees are not required to wear face coverings in the following situations:
 - 1) When an employee is alone in a room or vehicle.
 - 2) While eating or drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible possible.
 - 3) Employees wearing respirators required by the employer and used in compliance in accordance with all safety guidelines.
 - 4) Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person.
 - 5) Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.
- If an employee is not wearing a face covering pursuant to any of the above-referenced five (5) exceptions, and is not wearing a face shield, the employee shall be at least six (6) feet away from all other persons while indoors, unless the employee is either fully vaccinated against COVID-19 or tests for COVID-19 at least once per week during paid time and at no cost to the employee. This exception must not be used as an alternative to the above-referenced face covering requirement, unless one of these five (5) exceptions apply.
- Employees exempted from wearing face coverings due to a medical condition, mental health condition, or disability shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.
- The Charter School will not prevent an employee from wearing a face covering when not required by this Policy or applicable law, unless it would create a safety hazard, such as interfering with the safe operation of equipment.
- Even if face coverings are not required by Policy or applicable law, the Charter School will provide face coverings to any employee, upon request.
- The Charter School will implement measures to communicate to students and other non-employees the face coverings requirements on campus.

5. Respirators and PPE

- The Charter School will evaluate the need for personal protective equipment to prevent exposure to COVID-19 hazards, such as gloves, goggles, and face shields, and provide such personal protective equipment as needed.
- Upon request, the Charter School shall provide respirators for voluntary use to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one (1) person. If any employees are voluntarily using such respirators, the Charter School will encourage their use and ensure employees are provided with the correct respirator size.

6. Engineering Controls

- To the maximum extent feasible, the Charter School will ensure maximize the quantity of outside air in buildings or by natural ventilation systems, except when the United States EPA

Commented [CPH17]: "Respirator" generally means an N95 mask.

Deleted: <#> must wear a cloth face covering at work if the hazard assessment has determined that they do not require PPE (such as a respirator or medical facemask) for protection.

A cloth face covering contains the wearer's respiratory droplets to help protect their co-workers and others. Cloth face coverings are not considered PPE. They help prevent those who do not know they have the virus from spreading it to others, but do not offer the same level of protection for wearers from exposure to the virus that causes COVID-19 as PPE.

Remind employees that CDC recommends wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain, especially in areas of significant community-based transmission.

Wearing a cloth face covering, however, does not replace the need to practice social distancing.

As necessary, the Charter School will provide clean and undamaged face coverings.

All face coverings must be worn, cleaned, and replaced as needed, and unless an applicable exception to wearing a facial covering applies, consistent with the Charter School's COVID-19 Health and Safety Policy.

If an employee cannot wear a face covering, face shield with a drape, respiratory protection, or another effective alternative to a facial covering, the employee shall be kept at least six (6) feet apart from all other employees, students, and persons, unless the unmasked employee is tested at least twice per week for COVID-19. However, testing an employee twice per week is not an alternative to wearing a facial covering where otherwise required.

Deleted: <#>To the maximum extent feasible, the Charter School will implement all appropriate actions to protect employees where six (6) feet of physical distancing cannot be maintained, consistent with the COVID-19 Health and Safety Policy, as well as this Plan.

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Air Quality Index is greater than one hundred (100) for any pollutant, or if opening windows or doors would cause additional hazards to employees.

- Conducting bimonthly inspections of the HVAC system.
- To the extent feasible, the Charter School will increase the filtration efficiency of its existing ventilations systems to the highest level that is safely allowable.
- To the extent feasible, the Charter School will consider whether the use of portable or mounted High Efficiency Particulate Air (“HEPA”) filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission on campus.

Commented [CPH18]: This is not a requirement. However, Cal/OSHA wants employers to consider whether it is possible to implement HEPA filters.

7. Give employees and students what they need to clean their hands and cover their coughs and sneezes:

- Provide tissues and no-touch trash cans.
- Provide soap and water in the workplace. If soap and water are not readily available, use alcohol-based hand sanitizer that is at least 60% alcohol. Ensure that adequate supplies are maintained. All employees are encouraged to wash their hands frequently and will be provided ample time to do so. Employees should wash their hands for at least twenty (20) seconds each time.
- To the extent feasible, dependent on a hazard assessment, and consistent with the Charter School’s COVID-19 Health and Safety Plan, the Charter School will consider providing additional handwashing facilities.
- Ideally, place touchless hand sanitizer stations in multiple locations to encourage hand hygiene.
- Place posters that encourage hand hygiene to help stop the spread at the entrance to your workplace and in other workplace areas where they are likely to be seen. This should include signs for non-English speakers, as needed.
- Direct employees to visit CDC’s coughing and sneezing etiquette and clean hands webpage for more information.

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8. Limit Sharing of Tools, Equipment, and PPE

- The Charter School will not allow any employees, students, or any other persons to share any form of PPE, including but not limited to: Gloves, facial coverings, masks, and goggles.
- To the maximum extent feasible, the Charter School will prohibit the sharing of tools and equipment, including: Phones, headsets, desks, keyboards, and writing materials. Where sharing is required, the School will follow all cleaning and disinfection procedures, consistent with this Plan.
- On any Charter Schools busses or other vehicles which are otherwise shared, the high touch points such as steering wheels, seatbelt buckles, armrests, and seats will be disinfected between uses, consistent with this Plan.

Commented [CPH19]: This is no longer a requirement for COVID-19 prevention plans. However, it is a best practice and can remain in here, at the School’s discretion.

9. Perform routine cleaning:

- Incorporate CDC Guidance for cleaning and disinfecting to develop, implement, and maintain a plan to perform regular cleanings to reduce the risk of exposure to COVID-19.
- Routinely clean frequently touched surfaces in the workplace, such as workstations, keyboards, telephones, handrails, and doorknobs.

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- If surfaces are dirty, clean them using a detergent or soap and water before you disinfect them in accordance with Healthy Schools Act protocols.
- For disinfection, most common, EPA-registered, household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available on the EPA website. Follow the manufacturer’s instructions for all cleaning and disinfection products (e.g., concentration, application method, and contact time).
- Routine cleaning practices may also include, but are not limited to:
 - Using everyday janitorial cleaning supplies and disinfectants for surfaces as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment;
 - Dusting hard surfaces;
 - Damp wiping of hard surfaces to ensure they are free of debris;
 - Wet mopping of floors;
 - Vacuuming carpets and mats.
- The Charter School will clean and disinfect areas commonly visited by staff no less than once per day during operating hours and implement a schedule for such cleaning and disinfecting. These areas include, but are not limited to: Break rooms, restrooms, lobbies, classrooms, laboratories, nurse’s office, counseling and student support areas, staff offices, breakrooms, and cafeterias.
- The Charter School will clean high touch areas in staff breakrooms at least once per day.
- Discourage workers from using each other’s phones, desks, offices, or other work tools and equipment, when possible.
- Provide disposable disinfecting wipes so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use.
- Store and use disinfectants in a responsible and appropriate manner according to the label.
- Do not mix bleach or other cleaning and disinfection products together. This can cause fumes that could be very dangerous to breathe in.
- Advise employees to always wear gloves appropriate for the chemicals being used when they are cleaning and disinfecting and that they may need additional PPE based on the setting and product.

10. Perform enhanced cleaning and disinfection after persons suspected/confirmed to have COVID-19 have been in the facility:

- In the event of a suspected or confirmed COVID-19 case at the Charter School, the Charter School will determine all areas, materials, and equipment used by the case during the high-risk exposure period.
- Once identified, the Charter School will follow all CDC cleaning and disinfection recommendations of all pertinent areas. This will specifically include disinfection of the area, material or equipment used by the COVID-19 case, and which will be used by another employee within the next twenty-four (24) hours.

11. COVID-19 Testing:

- If an employee has COVID-19 symptoms, the Charter School will make COVID-19 testing

Updated on 08/02/2021

Commented [CPH20]: This guidance was previously required by the LA County Department of Public Health. However, as there is less of a focus on cleaning/disinfection, it would be appropriate to remove this information if the School does not want to continue with it.

Commented [CPH21]: While numerous cleaning/disinfecting directives have been rescinded by Cal/OSHA, they added this requirement.

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Employees completing this cleaning must wear a mask and gloves at all times and will refer to Material Safety Data Sheets or follow the instructions on the chemical labels.

When disinfecting, the Charter School will use an EPA-registered disinfectant that is approved for emerging pathogens.

Custodians will focus on immediate areas occupied by the confirmed COVID-19 case.

Custodians will clean and disinfect:

All non-porous surfaces in the ill occupant’s space/office, as well as on shared equipment (like tablets, touch screens, keyboards, remote controls) in bathrooms and shared spaces used by the ill person. Cleaning and disinfection will also focus on high-touch surfaces (e.g. desk, table, hardbacked chair, doorknob, light switch, handle, computer, keyboard, mouse, telephones).

On porous surfaces (e.g., carpets, chairs) in the confirmed COVID-19 case’s space or office, custodians will remove visible contamination, clean with appropriate cleaners, and disinfect with a liquid/spray indicated for use on the material.

The space(s) where the confirmed COVID-19 was present case may be reoccupied once these cleaning and disinfection procedures have been completed.

The Charter School custodian and a third-party custodial services vendor will work in conjunction to complete post-exposure cleaning and disinfection in accordance with CDC protocol and public health guidance.

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Minimize risk to employees when planning meetings and gatherings.

Use videoconferencing or teleconferencing when possible for work-related meetings and gatherings.

Cancel, adjust, or postpone large work-related meetings or gatherings that can only occur in-person in accordance with state and local regulations and guidance.

When videoconferencing or teleconferencing is not possible, hold meetings in open, well-ventilated spaces continuing to maintain a distance of six (6) feet apart and wear cloth face coverings.

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available to such employees at no cost and during paid time, if such employees are not fully vaccinated against COVID-19.

- In the event of one (1) confirmed case on campus, the Charter School will make COVID-19 testing available at no cost, during paid time to all Charter School employees who had close contacts exposure in the workplace.
- In the event of one (1) COVID-19 case, an outbreak¹⁵, or a major outbreak at the Charter School campus, the Charter School will make COVID-19 testing available during paid time to all employees who had close contacts exposure to COVID-19 in the workplace.
- In the event of a COVID-19 outbreak pursuant to Cal/OSHA regulations:
 - The Charter School will make COVID-19 testing available at no cost to its employees within the exposed group¹⁶, during employees' paid time, unless:
 - 1) The employee was not present at the Charter School campus during the relevant fourteen (14) day period.
 - 2) The employee was fully vaccinated before the outbreak occurred and does not have COVID-19 symptoms, or
 - 3) If an employee had COVID-19 within the last ninety (90) days.
 - After initially offering COVID-19 testing to all employees in an exposed group, the Charter School will make such testing available again one (1) week later.
 - After these first two (2) COVID-19 tests, the Charter School will make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace until there is no longer an outbreak.
- In the event of a "major COVID-19 outbreak,"¹⁸ the Charter School will provide COVID-19 testing outlined above for outbreak situations, except that such testing will be made available to all employees, regardless of their COVID-19 vaccination status.
- Consistent with current Cal/OSHA regulations, the School will require certain frequencies of COVID-19 testing before allowing employees with COVID-19 exposure to return to campus.
- In the event that COVID-19 testing is mandated by Cal/OSHA regulations, all Charter School employees should be able to secure testing through their local county, free of charge and during working hours. The Charter School is currently working on arranging additional COVID-19 testing for all employees with a contracted testing vendor. As soon as more information is available, the Charter School will notify all employees as to further details.
- If COVID-19 is not mandated by Cal/OSHA regulations, but testing is otherwise needed, employees may procure testing, likely free of charge, through their local county or from their health provider.
- The Charter School reserves the right to require employees undergo additional frequencies of COVID-19 testing, consistent with applicable authority, and directives from public health authorities as well as the School's authorizer, regardless of an employee's COVID-19 vaccination status. Further information regarding applicable cadences for COVID-19 testing

¹⁵ An outbreak is defined by Cal/OSHA occurs when, "three or more employee COVID-19 cases within an exposed group . . . visited the workplace during their high-risk exposure period at any time during a 14-day period," and applies until there are "no new COVID-19 cases detected in the exposed group a workplace for a 14-day period."

¹⁶ "Exposed group" is defined as "all employees at a work location, working area, or a common area at work, where an employee COVID-19 case was present at any time during the high-risk exposure period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas," subject to limited exceptions.

¹⁸ Cal/OSHA provides that a major outbreak occurs when, "20 or more employee COVID-19 cases in an exposed group . . . visited the workplace during their high-risk exposure period within a 30- day period" and applies "until there are fewer than three COVID-19 cases detected in the exposed group for a 14-day period."

Updated on 08/02/2021

Commented [CPH24]: I included this information here, so that all testing information is in one location.

Commented [CPH25]: Please note that in the event of an outbreak or major outbreak, there are additional directives and protocol that the School must comply with. As those situations are somewhat rare and not necessarily required to be included in COVID-19 prevention plans. I did not include that here. Please let me know if you would like to discuss outbreak/major outbreak protocol.

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Deleted: <#> Pursuant to Cal/OSHA regulations, "employees in the exposed workplace shall be tested and then tested again one week later."¹⁷ After the first two (2) COVID-19 tests, the Charter School must provide continuous COVID-19 testing of employees remaining at the workplace at least once per week, until outbreak criteria are no longer met.

Deleted: <#> at least twice per week to all employees present at the exposed workplace during the thirty (30) day period, and who remain at the workplace. This testing regimen will continue until there are no new COVID-19 cases in the workplace for a fourteen (14) day period.

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Deleted: s one that is declared by the local public health department, or where there are three or more cases on campus within a 14-day period. 8 CCR §3205.1(a)(1).

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[may be found in the MPS COVID-19 Health and Safety Policy.](#)

- Any employees who have questions regarding COVID-19 testing may contact the MPS Human Resources Department at hr@magnoliapublicschools.org.

Commented [CPH26]: As requested, I have added this flexible language, which allows the School to test employees on any cadence, as necessary, regardless of an employee's vaccination status.

Record Keeping and Availability of Plan

- The Charter School will maintain records of the steps taking to implement this Plan for at least one (1) year, consistent with 8 CCR §3202(b).
- This Plan shall be made available at the workplace to all Charter School employees, authorized representatives, and Cal/OSHA representatives immediately upon request.
- The Charter School will track all COVID-19 cases, by keeping a record of the employee's name, contact information, occupation, location where the employee worked, the date of the last day at the workplace, and the date of a positive COVID-19 test. Medical information shall be kept confidential. The information shall be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

The CEO/Superintendent is authorized to implement changes or additions to this addendum in order to ensure compliance with new or revised orders or guidance from local, county, state or federal authorities ("Agencies") and/or the facts of a specific circumstance, and to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy. The CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

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Appendix A

Controls Table

The following table presents examples of controls to implement in the workplace. The most effective controls are those that rely on engineering solutions, followed by administrative controls, then PPE. PPE is the least effective control method and the most difficult to implement. Worksites may have to implement multiple complementary controls from these columns to effectively control the hazard.

<p>Engineering (Facilities and Equipment)</p> <ul style="list-style-type: none"> Assess job hazards for feasibility of engineering controls Ensure ventilation and water systems operate properly
<p>Administrative</p> <p>Management and Communications</p> <ul style="list-style-type: none"> Monitor state and local public health communications about COVID-19 Require students who are ill to stay home Encourage sick workers to report symptoms, stay home, and follow CDC guidance Develop strategies to: <ul style="list-style-type: none"> communicate with staff manage staff concerns Remind staff of available support services Communicate to partners, suppliers, other contractors on policies and practices, including face covering requirements. Cancel group events Close/limit use of shared spaces Consider policies that encourage flexible sick leave and alternative work schedules. Schedule stocking during off-peak hours <p>Cleaning and Disinfection</p> <ul style="list-style-type: none"> Clean and disinfect frequently touched surfaces, (e.g., counters, shelving, displays) Provide employees with disposable disinfectant wipes, cleaner, or sprays that are effective against the virus that causes COVID-19 <p>Training</p> <p>Provide employees with training on:</p> <ul style="list-style-type: none"> Symptoms, emergency warning signs and high-factors for COVID-19 Policies to reduce the spread of COVID-19 The Charter School’s COVID-19 procedures designed to protect employees from COVID-19 exposure and hazards, as well as how employees can participate in the identification and evaluation of potential COVID-19 hazards. Information regarding COVID-19 transmission, including that COVID-19 “is an infectious disease that can be spread through the air when an infectious person talks, vocalizes, sneezes, coughs, or exhales; as well as that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth; as well as that infectious people may have no symptoms.” COVID-19 related benefits under federal, state, and local law, including any potential benefits under current workers’ compensation laws, California COVID-19 Supplemental Paid Sick leave, FFCRA, legally mandated sick and vaccination leave, workers’ compensation law, the Charter School’s leave policies, and any other rights by contract or collective bargaining agreement.

Deleted: Alter office workspaces to maintain social distancing. Examples include:
 Configure partitions as a barrier shield
 Move electronic payment reader away from cashier in cafeteria
 Use verbal announcements, signage, and visual cues to promote social distancing
 Remove/rearrange furniture

Deleted: Encourage social distancing and the use of cloth face coverings (if appropriate) in the workplace
 Use technology to promote social distancing (e.g., telework and virtual meetings)

Commented [CPH27]: Cal/OSHA has provided more specificity on COVID-19 related training, as referenced in these revisions.

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Updated on 08/02/2021



- Information regarding the fact that particles containing the virus can travel more than six (6) feet, especially indoors; and thus, why social distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 but are most effective when used in combination.
- General hygiene
- Cleaning and disinfection
- Cloth face coverings
- Use of PPE
- Safe work practices
- Stress management
- The Charter School's policies for providing respirators, and the right of employees who are not fully vaccinated to request a respirator for voluntary use, without fear of retaliation and at no cost to employees, including:
 - 1) How to properly wear the respirator provided; and
 - 2) How to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair interferes with a seal.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. COVID-19 is an airborne disease. N95s and more protective respirators protect the users from airborne disease while face coverings primarily protect people around the user.
- Information on the Charter School's COVID-19 policies; how to access COVID-19 testing and vaccination; and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.
- The conditions under which face coverings must be worn at the workplace and that face coverings are additionally recommended outdoors for people who are not fully vaccinated if six (6) feet of distance between people cannot be maintained. Employees can request face coverings from the employer at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.

Personal Protective Equipment (PPE)

- Conduct workplace hazard assessment
- Determine what PPE is needed for their workers' specific job duties based on hazards and other controls present
- Select and provide appropriate PPE to the workers at no cost, and train employees in the use of the PPE.

Deleted: Information regarding COVID-19 transmission, including that COVID-19 "is an infectious disease that can be spread through the air when an infectious person talks, vocalizes, sneezes, coughs, or exhales; as well as that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth; as well as that infectious people may have no symptoms." COVID-19 related benefits under federal, state, and local law, including any potential benefits under current workers' compensation laws, California COVID-19 Supplemental Paid Sick leave, the FFCRA, the Families First Coronavirus Response Act ("FFCRA"), the Charter School's leave policies, and any other rights by contract or collective bargaining agreement.

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APPENDIX B: IDENTIFICATION AND INSPECTION OF COVID-19 HAZARDS

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, students, visitors, employees of other entities, members of the public, customers or clients, and independent contractors. The School will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person(s) conducting the evaluation:

_____	_____
_____	_____
_____	_____

Date:

Name(s) of employee and authorized employee representative that participated:

_____	_____
_____	_____

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Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation



COVID-19 Inspections¹⁹

Date: _____

Name of person(s) conducting the inspection:

Work location evaluated: _____

Exposure Controls ²⁰	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Physical distancing			

¹⁹ Please review the information available at www.dir.ca.gov/dosh/coronavirus/ for additional guidance on what to regularly inspect for, including issues that may be more pertinent to each School campus. Each campus will need to modify this form accordingly.

²⁰ Use empty cells to add any additional controls that the School is using.



Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<i>Isolation Areas for Symptomatic Individuals</i>			
<i>Sufficient and Clearly Marked Signage</i>			
<i>Clearly Labeled Ingress and Egress Points</i>			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			



Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by the School will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (“NIOSH”), or as otherwise required by law.

All employees’ medical records will also be kept confidential and not disclosed or reported without the employee’s express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: [enter date]

Name of person conducting the investigation: [enter name(s)]

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Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	



<p>Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):</p>	
--	--

<p>Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:</p>		
<p>All employees who may have had COVID-19 exposure and their authorized representatives.</p>	<p>Date:</p>	
	<p>Names of employees that were notified:</p>	
<p>Independent contractors and other employers present at the workplace during the high-risk exposure period.</p>	<p>Date:</p>	
	<p>Names of individuals that were notified:</p>	



<p>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</p>		<p>What could be done to reduce exposure to COVID-19?</p>	
<p>Was local health department notified?</p>		<p>Date:</p>	

***Should an employer be made aware of a non-employee infection source COVID-19 status.**

Page 11: [1] Deleted Cameron P. Haynes 7/28/21 11:25:00 AM

Page 11: [2] Commented [CPH16] Cameron P. Haynes 7/28/21 3:34:00 PM

While Cal/OSHA has allowed fully vaccinated individuals to forego wearing a mask on campus, masks are still required where required by the CDPH. As the CDPH is still requiring masks for all individuals while indoors in K-12 Schools, the School should continue to require employees to wear masks at this time. If the School is interested in going a different direction, please let me know and we can discuss.



INJURY AND ILLNESS PREVENTION PROGRAM (“IIPP”) COVID-19 ADDENDUM

California employers are required to establish and implement an Injury and Illness Prevention Program (IIPP) to protect employees from all worksite hazards, including infectious diseases.

Charter School has adopted this addendum to accommodate reopening school for in-person instruction in accordance with the **COVID-19 Public Health Guidance for K-12 Schools in California, 2021-22 School Year** from the California Department of Public Health (“CDPH”). This document additionally complies with the temporary Cal/OSHA regulations issued **June 18, 2021**, which require a “written COVID-19 prevention plan.” Resumption of in-person instruction presumes that the Charter School has complied with all applicable **legal and public health** requirements. Charter School and worksite administrators should coordinate with state and local health officials to obtain timely and accurate information about the level of disease transmission in the local community before resuming any on-site work practices. Local conditions will influence the decisions that public health officials make regarding community-level strategies.

This addendum contains three parts. Part one contains background information regarding COVID-19, including known symptoms, emergency warning signs and high-risk factors. Part two provides guidelines for implementation of a COVID-19 Infection Control Plan, which includes short-term measures to implement while COVID-19 remains endemic in states and communities. Part three contains measures to maintain a healthy workforce until herd immunity in the population is achieved or the global incidence of COVID-19 comes under control.

Background

In November 2019, a novel coronavirus (SARS-CoV-2) was discovered in Wuhan, China, which was found to cause a viral respiratory illness (coronavirus disease 2019, or “COVID-19”) leading to severe injury and death in certain populations, particularly elderly persons and persons with underlying health conditions.

COVID-19 was declared a pandemic by the World Health Organization on March 11, 2020. In response to the COVID-19 Pandemic, public health officers in many states and counties ordered all individuals to stay home or at their place of residence (i.e., “Shelter in Place”), except as needed to maintain continuity of operations of certain critical infrastructure sectors. Across the nation, public schools and most other government offices and private businesses were closed in order to slow the spread of the coronavirus in the community. Many states and localities have now commenced phased reopening **or already reopened**.

In 2020, the CDC identified the following symptoms of COVID-19, which typically appear within 2-14 days after exposure to the virus:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

The CDC also recommends that, if a person shows any of the following emergency warning signs, * he or she should seek emergency medical care immediately:

- Trouble breathing
- Persistent pain or pressure in the chest
- New confusion
- Inability to wake or stay awake
- Bluish lips or face

*Please note that this is not a complete list of all possible symptoms. Anyone experiencing any other symptoms that are severe or concerning should contact a medical provider.

Certain people are at higher risk for severe illness from COVID-19, including:

- People 65 years and older
- People who live in a nursing home or long-term care facility
- People of all ages with underlying medical conditions, particularly if not well controlled, including:
 - People with chronic lung disease or moderate to severe asthma
 - People who have serious heart conditions
 - People who are immunocompromised
 - Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune

deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications

- People with severe obesity (body mass index [BMI] of 40 or higher)
- People with diabetes
- People with chronic kidney disease undergoing dialysis
- People with liver disease

Decisions to resume operations should be based on both the level of disease transmission in the community and the capacity to protect the safety and health of staff and students at each school site.

COVID-19 Infection Control Plan

Before resuming normal or phased school activities after a Shelter in Place order is lifted, prepare and implement a COVID-19 preparedness, response, control and prevention plan (i.e., COVID-19 Infection Control Plan). Federal, state, and local public health communications must be monitored to keep up with information available about COVID-19 regulations, guidance, and recommendations, to ensure that workers have access to the timeliest information.

1. Design, implement, update and maintain a COVID-19 Infection Control Plan:

The overall goal of the COVID-19 Infection Control Plan is to decrease the spread of COVID-19 and lower the impact of the disease in the workplace. This includes the following objectives:

- Prevent and reduce transmission among employees;
- Maintain healthy school operations; and
- Maintain a healthy work environment.

All site administrators should implement and update as necessary a control plan that:

- Is specific to your workplace;
- Identifies all areas and job tasks with potential exposures to COVID-19; and
- Includes control measures in this policy to eliminate or reduce such exposures

COVID-19 Infection Control Plans should consider that employees may be able to spread COVID-19 even if they do not show symptoms, which is a source of anxiety in the workforce, particularly among higher-risk individuals. Therefore, it is important to have discussions with workers about planned changes and seek their input. Additionally, collaboration with workers to effectively communicate important COVID-19 information.

2. Adjust operations to slow the spread:

- Employees who have COVID-19 symptoms should notify their supervisor and stay home as directed.
- Sick employees should follow CDC-recommended steps for self-quarantine. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with their supervisor, local health departments and healthcare providers.

- Employees who appear to have symptoms upon arrival at work or who become sick during the day should immediately be separated from other employees, students, and visitors, and sent home.
- Adopt a procedure for the safe transport of an employee who becomes sick while at work. The employee may need to be transported home or to a healthcare provider.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC-recommended precautions.
- If implementing in-person health checks, conduct them safely and respectfully. If the Charter School conducts screening indoors at the workplace, the employer shall ensure that face coverings¹ are used during screening by both screeners and employee, and if temperatures are measured, that non-contact thermometers are used.
- Follow guidance from the Equal Employment Opportunity Commission regarding confidentiality of medical records from health checks.
- To prevent stigma and discrimination in the workplace, make employee health screenings as private as possible. Do not make determinations of risk based on race or country of origin or any other protected characteristics and be sure to maintain confidentiality of each individual's medical status and history.

3. Conduct a Workplace Hazard Assessment:

The purpose of a hazard assessment of the workplace is to identify where and how workers might be exposed to COVID-19 at work. Combinations of controls from the hierarchy of controls are used to limit the spread of COVID-19 (see Controls Table in Appendix A). These include engineering controls, workplace administrative policies, and personal protective equipment (PPE) to protect workers from the identified hazards.

- Conduct a thorough hazard assessment to determine if workplace hazards are present, or are likely to be present, and determine what type of controls are needed for specific job duties, including:
 - Evaluating potential workplace exposures which employees or other persons at the Charter School campus may encounter.
 - Evaluating places where Charter School employees or others may congregate on campus, such as hallways, bathrooms, and break rooms. This includes an evaluation of employees' potential workplace exposure to all persons at the workplace or who may enter the workplace, including coworkers, students, employees of other entities, members of the public, customers or clients, and independent contractors. During this evaluation, the Charter School will also consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing stationary work locations.
 - Reviewing and incorporating all applicable federal, state, and local public health guidance related to COVID-19, as well as any other industry-specific guidance.
 - From time to time, evaluate existing COVID-19 health and safety measures to determine whether additional or different measures are necessary.
 - Periodically conduct inspections to identify any potential COVID-19 unhealthy

¹ Cal/OSHA defines "face coverings" as "a surgical mask, a medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers. A face covering has no visible holes or openings and must cover the nose and mouth. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric."

conditions, work practices, procedures, and to ensure compliance with all COVID-19 health and safety measures.

- Encouraging employees and their exclusive representative, if any, to participate and assist the Charter School in identifying and evaluating potential COVID-19 workplace hazards. The School will do so by:
 - The School will consult with employees' exclusive representatives and coordinate a virtual safety meeting **prior to the start of the school year.**
 - In consultation with employees' exclusive representatives, the School will create a rotating team of employees to participate in hazard assessments on campus. These assessments will occur virtually to the greatest extent practicable. These assessments will occur **prior to the start of the school year and on a as needed bases thereafter.** All employees are encouraged to volunteer for participation in hazard assessments, and the School will rotate teams of employees, ensuring all groups of School personnel are equally represented to the greatest extent possible.
 - If employees and/or exclusive representatives have specific COVID-19 hazard concerns, they may contact the school site principals (Chief Compliance Officer) to discuss such concerns, who may be reached at:

School Name	School Site Principal	Phone Number
Magnolia Science Academy-1	Brad Plonka	818-609-0507
Magnolia Science Academy-2	David Garner	818-758-0300
Magnolia Science Academy-3	Zekeriya Ocel	310-637-3806
Magnolia Science Academy-4	Musa Avsar	310-473-2464
Magnolia Science Academy-5	Ali Kaplan	818-705-5676
Magnolia Science Academy-6	James Choe	310-842-8555
Magnolia Science Academy-7	Meagan Wittek	818-886-0585
Magnolia Science Academy-8	Jason Hernandez	323-826-3925
Magnolia Science Academy-Santa Ana	Steven Keskindurk Maria Czermer-Rowell	714-479-0115
Magnolia Science Academy-San Diego	Gokhan Serce	619-644-1300
MPS Home Office	Suat Acar	213-628-3634

- If a hazard assessment reveals any potential COVID-19 hazards, the Charter School will immediately act to correct the hazard. The school site principal (Chief Compliance Officer) will be responsible for responding to and correcting any potential COVID-19 hazards.
- When engineering and administrative controls cannot be implemented or are not fully protective:
 - Determine what PPE is needed for each workers' specific job duties,
 - Select and provide appropriate PPE to the workers at no cost, and
 - Train their workers on its correct use.

4. COVID-19 Vaccination Status

Consistent with Cal/OSHA regulations and applicable law, the School must impose different health and safety requirements, depending on an employee's COVID-19 vaccination status. Cal/OSHA defines an individual as fully vaccinated when "the employer has documented that the person received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO)." As a result, to forego any potential COVID-19 health and safety restrictions, such as exclusion/quarantine periods, some COVID-19 testing and other directives, employees must provide the Charter School with proof of COVID-19 vaccination or complete a COVID-19 vaccination status attestation. Employees who are either unvaccinated or who decline to provide the Charter School with proof of COVID-19 vaccination or attest to their COVID-19 vaccination status will be considered unvaccinated, and must comply with all health and safety directives, as stated in this policy.

5. Take action if an employee is suspected or confirmed to have COVID-19 infection:

Current Cal/OSHA Regulations

- Effective immediately, upon one (1) "COVID-19 case"² in the workplace, the Charter School will:
 - Investigate the COVID-19 case, determine the day and time the COVID-19 case was last present on the Charter School campus, the date of the positive test and/or diagnosis, and the date the case has one (1) or more COVID-19 symptoms, if any.
 - Investigate whether other Charter School employees or any other third parties may have had **close contacts** exposure³ by evaluating the activities of the COVID-19 case at the Charter School campus during the "high-risk exposure period"⁴.
 - Give notice of potential exposure, within one (1) business day, and without revealing any personal identifying information⁵ of the COVID-19 case, to:
 - 1) All employees and their authorized representatives, if any, who may have had COVID-19 exposure, and
 - 2) Independent contractors and other employers present at the workplace during the high-risk exposure period.
 - **Make COVID-19 testing available at no cost, during paid time to all Charter School employees who had close contacts exposure in the workplace.**

² Cal/OSHA regulations define a "COVID-19 case" as a person who: 1) Has a positive COVID-19 test, 2) is subject to a COVID-19 related order to isolate issued by a local health department or state health official, or 3) has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

³ "Close contact" is defined by Cal/OSHA as "being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the "high-risk exposure period" defined by this section. This definition applies regardless of the use of face coverings."

⁴ "High-risk exposure period" is defined by Cal/OSHA as: 1) For individuals with COVID-19 symptoms, from two (2) days before the symptoms first develop until ten (10) days after symptoms first appeared, and 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved; or 2) for asymptomatic individuals who test positive for COVID-19, from two (2) days before until ten (10) days after the first positive COVID-19 test specimen was collected.

⁵ All personally identifying information related to COVID-19 cases or those with COVID-19 symptoms shall be kept confidential. However certain information may be provided to public health authorities, as required by law.

- Provide all employees who had close contacts exposure in the workplace with information regarding:
 - 1) COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws. This includes any benefits available under legally mandated sick and vaccination leave, if applicable, workers' compensation law, local governmental requirements, Charter School leave policies as well as any leave guaranteed by contract and/or Cal/OSHA;
 - 2) Potential COVID-19 exclusion pay eligibility, if applicable.
 - Consistent with Cal/OSHA legal authority, the Charter School will not offer the above-referenced testing nor provide the above referenced information to employees with close contacts exposure, if either of the following apply:
 - 1) If the exposed employee was fully vaccinated against COVID-19 prior to the close contacts exposure and does not have any COVID-19 symptoms, or
 - 2) The exposed employee has remained free of COVID-19 symptoms, for ninety (90) days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, for ninety (90) days after the first positive test.
 - Investigate the potential that workplace conditions contributed to the risk of COVID-19 exposure, as well as remedial steps that could have been taken to reduce the risk of COVID-19 exposure.
- Effective immediately, and pursuant to current Cal/OSHA regulations:
 - All employees with close contacts COVID-19 exposure shall be excluded from the Charter School campus until the following criteria have been satisfied:
 - If the employee does not develop any COVID-19 symptoms, the employee may return to work when ten (10) days have passed since the last known close contact exposure.
 - If an employee develops any COVID-19 symptoms, the employee may return after:
 - 1) The employee tested negative for COVID-19 using a polymerase chain reaction ("PCR") COVID-19 test with specimen taken after the onset of symptoms;
 - 2) At least ten (10) days have passed since the last known close contact; and
 - 3) The person has been symptom-free for at least twenty-four (24) hours, without using fever-reducing medications.
 - Employees with close contacts exposure are not required to be excluded from the Charter School campus after close contact COVID-19 exposure if either of the following apply:
 - 1) The employee was fully vaccinated before the close contact and has not developed any COVID-19 symptoms; or
 - 2) The employee has remained free of COVID-19 symptoms, for ninety (90) days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed COVID-19 symptoms, for ninety (90) days after the first positive test.
 - Charter School employees with confirmed COVID-19, regardless of vaccination status, must be excluded from campus as follows:

- For Employees who test positive and have COVID-19 symptoms:
 - 1) At least twenty-four (24) hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications,
 - 2) COVID-19 symptoms have improved, and
 - 3) At least ten (10) days have passed since COVID-19 symptoms first appeared.
- Employees who test positive but remain asymptomatic shall not return to the Charter School campus until at least ten (10) days have passed since the date of specimen collection of their first positive COVID-19 test.
- Once an employee with confirmed COVID-19 has complied with these requirements, depending on whether they are symptomatic or asymptomatic, the Charter School will not require such employees present a negative COVID-19 test before returning to work.
- Employees excluded from campus due to close contact COVID-19 exposure may be entitled to salary continuation during the applicable exclusion period. The Charter School will provide employees with California COVID-19 Supplemental Paid Sick Leave or emergency paid sick leave pursuant to the Families First Coronavirus Response Act (“FFCRA”), if available, during this period. If an employee is not eligible for California COVID-19 Supplemental Paid Sick Leave or otherwise has no such leave available, the Charter School may elect to provide paid sick leave during this period.
- Employees excluded from work due to close contact COVID-19 exposure are not entitled to salary continuation if either of the following applies:
 - 1) If a COVID-19 case is not work-related pursuant to all applicable workers’ compensation laws. However, the employee may still be eligible for California COVID-19 Supplemental Paid Sick Leave during this period or FFCRA leave; or
 - 2) If an employee received disability payments or was covered by workers’ compensation and received temporary disability.
- Effective immediately, and in the event of a confirmed COVID-19 case at the Charter School campus, the Charter School will notify the local public health department, as required by law.
- Effective immediately, upon notice any COVID-19-related serious illnesses or death⁶ of an employee occurring in a place of employment or in connection with any employment, the Charter School will immediately report such information to Cal/OSHA. Notwithstanding the foregoing, for all Charter School campuses co-located on Los Angeles Unified School District campuses, Charter School will also comply with all requirements implemented by LAUSD related to testing and quarantining/isolation.

AB 685

Effective January 1, 2021, employers are required to provide certain notices in response to a “notice of potential exposure to COVID-19,” in accordance with Labor Code section 6409.6. A “notice of potential exposure” means any of the following:

⁶ Pursuant to 8 CCR §330(h), “Serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement.”

- (a) Notification from a public health official or licensed medical provider that an employee was exposed to a qualifying individual at the worksite;
- (b) Notification from an employee, or their emergency contact, that the employee is a qualifying individual;
- (c) Notification through the school's testing protocol that the employee is a qualifying individual; or
- (d) Notification from a subcontracted employer that a qualifying individual was on the schoolsite.

Upon receipt of a "notice of potential exposure," the Charter School must take the following actions within one (1) business day of the notice:

- (a) Provide a written notice to all employees who were on the premises in the same worksite⁷ as the qualifying individual⁸ within the infectious period⁹ that they may have been exposed to COVID-19.¹⁰
- (b) Provide a written notice to the exclusive representative, if any, of the above employees.¹¹
- (c) Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding COVID-19-related benefits to which employees may be entitled under applicable federal, state, or local laws.
 - Information regarding COVID-19-related benefits includes, but is not limited to, workers' compensation, and options for exposed employees, including California COVID-19 Supplemental Paid Sick Leave-related leave, emergency paid sick leave pursuant to the FFCRA, Charter School sick leave, state-mandated leave, or negotiated leave provisions, as well as antiretaliation and antidiscrimination protections applicable to employees.
- (d) Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, on the disinfection and safety plan that the employer plans to implement and complete per the guidelines of the federal Centers for Disease Control.

Records of the above notices must be retained for a minimum of three (3) years.

Effective January 1, 2021, the school must also take the following responses in the event of a

⁷ The "worksites" does not include buildings, or floors within multistory buildings, that a qualifying individual did not enter. If the Charter School operates multiple worksites, the school must only notify employees who worked at the same worksite as the qualified individual. (Labor Code § 6409.6, subd. (d)(5).)

⁸ A "qualifying individual" means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

⁹ The "infectious period" means the time a COVID-19-positive individual is infectious, as defined by the State Department of Public Health. (Labor Code § 6409.6, subd. (d)(2).)

¹⁰ Written notice must be provided in the same manner that the Charter School ordinarily uses to communicate employment-related information. Written notice may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending and shall be in both English and the language understood by the majority of the employees.

¹¹ Written notice to the exclusive representative must contain the same information as required in an incident report in a Cal/OSHA Form 300 injury and illness log unless the information is inapplicable or unknown to the school. This requirement does not apply if the school's employees do not have an exclusive representative.

COVID-19 “outbreak,” as defined by CDPH:

- Within forty-eight (48) hours, the Chief Executive Officer or designee shall notify the county public health department of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual.¹²
- The Chief Executive Officer or designee shall also report the address and NAICS code of the worksite where the qualifying individuals work.
- Additional notice will be provided of any subsequent laboratory-confirmed cases of COVID-19 at the worksite.

Measures to Maintain Healthy Ongoing School Operations

- 1. Identify a workplace coordinator.** The School Compliance Task Force Team will be responsible for COVID-19 issues and their impact at the workplace.
- 2. Protect employees at higher risk for severe illness through supportive policies and practices.** Older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19. As a result, employees may request a legally recognized accommodation related to such conditions. While the School will work to provide reasonable accommodations where applicable, the School cannot guarantee the availability of any specific accommodations. Such accommodations could include, but are not limited to:
 - Options to telework, if available and reasonable.
 - Offer vulnerable workers duties that minimize their contact with students and other employees, if the worker agrees to this.
 - Offer flexible options such as telework to employees where available and reasonable to eliminate the need for employees living in higher transmission areas to travel to workplaces in lower transmission areas and vice versa.
- 3. Communicate supportive workplace policies clearly, frequently, and via multiple methods.** Employers may need to communicate with non-English speakers in their preferred languages.
 - Train workers on how implementing any new policies to reduce the spread of COVID-19 may affect existing health and safety practices.
 - Communicate to any contractors or on-site visitors about changes that have been made to help control the spread of COVID-19. Ensure that they have the information and capability to comply with those policies.
 - Create and test communication systems that employees can use to self-report if they are sick and that you can use to notify employees of exposures and closures.
 - Communicate how employees may request medical or other legally recognized accommodations from mandatory conditions of employment or continued employment with the School. Employees who wish to request a legally recognized accommodation may

¹² A “qualifying individual” means (a) a laboratory-confirmed case of COVID-19, as defined by the State Department of Public Health; (b) a positive COVID-19 diagnosis from a licensed health care provider; (c) a COVID-19-related order to isolate provided by a public health official; (d) died due to COVID-19, in the determination of a county public health department or per inclusion in the COVID-19 statistics of a county. (Labor Code § 6409.6, subd. (d)(4).)

contact human resources via email at hr@magnoliapublicschools.org.

- Use a hotline or another method for employees to voice concerns anonymously. They may call the Home Office hotline line 213-293-7068. Consistent with the Employee Handbook and all applicable policies, the Charter School will not tolerate discrimination, harassment, or retaliation against any employee who reports COVID-19 symptoms or hazards.

4. Face Coverings

- Until lifted, the CDPH has ordered that all persons in K-12 Schools, childcare and youth settings must wear a face covering at all times while indoors, regardless of vaccination status.
- The Charter School will provide employees with such face coverings and ensure they are worn when indoors, in vehicles and elsewhere as required by the CDPH or local public health authorities.
- The Charter School will ensure that face coverings are clean and undamaged, and that they are worn over the nose and mouth. Face shields are not a replacement for face coverings, although they may be worn together for additional protection.
- Employees are not required to wear face coverings in the following situations:
 - 1) When an employee is alone in a room or vehicle,
 - 2) While eating or drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent feasible possible,
 - 3) Employees wearing respirators required by the employer and used in compliance in accordance with all safety guidelines,
 - 4) Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person,
 - 5) Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.
- If an employee is not wearing a face covering pursuant to any of the above-referenced five (5) exceptions, and is not wearing a face shield, the employee shall be at least six (6) feet away from all other persons while indoors, unless the employee is either fully vaccinated against COVID-19 or tests for COVID-19 at least once per week during paid time and at no cost to the employee. This exception must not be used as an alternative to the above-referenced face covering requirement, unless one of these five (5) exceptions apply.
- Employees exempted from wearing face coverings due to a medical condition, mental health condition, or disability shall wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.
- The Charter School will not prevent an employee from wearing a face covering when not required by this Policy or applicable law, unless it would create a safety hazard, such as interfering with the safe operation of equipment.
- Even if face coverings are not required by Policy or applicable law, the Charter School will provide face coverings to any employee, upon request.
- The Charter School will implement measures to communicate to students and other non-employees the face coverings requirements on campus.

Updated on 08/04/2021

5. Respirators and PPE

- The Charter School will evaluate the need for personal protective equipment to prevent exposure to COVID-19 hazards, such as gloves, goggles, and face shields, and provide such personal protective equipment as needed.
- Upon request, the Charter School shall provide respirators for voluntary use to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one (1) person. If any employees are voluntarily using such respirators, the Charter School will encourage their use and ensure employees are provided with the correct respirator size.

6. Engineering Controls

- To the maximum extent feasible, the Charter School will ensure maximize the quantity of outside air in buildings or by natural ventilation systems, except when the United States EPA Air Quality Index is greater than one hundred (100) for any pollutant, or if opening windows or doors would cause additional hazards to employees.
- Conducting bimonthly inspections of the HVAC system.
- To the extent feasible, the Charter School will increase the filtration efficiency of its existing ventilations systems to the highest level that is safely allowable.
- To the extent feasible, the Charter School will consider whether the use of portable or mounted High Efficiency Particulate Air (“HEPA”) filtration units, or other air cleaning systems, would reduce the risk of COVID-19 transmission on campus.

7. Give employees and students what they need to clean their hands and cover their coughs and sneezes:

- Provide tissues and no-touch trash cans.
- Provide soap and water in the workplace. If soap and water are not readily available, use alcohol-based hand sanitizer that is at least 60% alcohol. Ensure that adequate supplies are maintained. All employees are encouraged to wash their hands frequently and will be provided ample time to do so. Employees should wash their hands for at least twenty (20) seconds each time.
- To the extent feasible, dependent on a hazard assessment, and consistent with the Charter School’s COVID-19 Health and Safety Plan, the Charter School will consider providing additional handwashing facilities.
- Ideally, place touchless hand sanitizer stations in multiple locations to encourage hand hygiene.
- Place posters that encourage hand hygiene to help stop the spread at the entrance to your workplace and in other workplace areas where they are likely to be seen. This should include signs for non-English speakers, as needed.
- Direct employees to visit CDC’s coughing and sneezing etiquette and clean hands webpage for more information.

8. Limit Sharing of Tools, Equipment, and PPE

- The Charter School will not allow any employees, students, or any other persons to share any form of PPE, including but not limited to: Gloves, facial coverings, masks, and goggles.

Updated on 08/04/2021

- To the maximum extent feasible, the Charter School will prohibit the sharing of tools and equipment, including: Phones, headsets, desks, keyboards, and writing materials. Where sharing is required, the School will follow all cleaning and disinfection procedures, consistent with this Plan.
- On any Charter Schools busses or other vehicles which are otherwise shared, the high touch points such as steering wheels, seatbelt buckles, armrests, and seats will be disinfected between uses, consistent with this Plan.

9. Perform routine cleaning:

- Incorporate **CDC** Guidance for cleaning and disinfecting to develop, implement, and maintain a plan to perform regular cleanings to reduce the risk of exposure to COVID-19.
- Routinely clean frequently touched surfaces in the workplace, such as workstations, keyboards, telephones, handrails, and doorknobs.
 - If surfaces are dirty, clean them using a detergent or soap and water before you disinfect them in accordance with Healthy Schools Act protocols.
 - For disinfection, most common, EPA-registered, household disinfectants should be effective. A list of products that are EPA-approved for use against the virus that causes COVID-19 is available on the EPA website. Follow the manufacturer's instructions for all cleaning and disinfection products (e.g., concentration, application method, and contact time).
 - Routine cleaning practices may also include, but are not limited to:
 - Using everyday janitorial cleaning supplies and disinfectants for surfaces as floors, tables, desks, counters, sinks, toilets, and other hard-surfaced furniture and equipment;
 - Dusting hard surfaces;
 - Damp wiping of hard surfaces to ensure they are free of debris;
 - Wet mopping of floors;
 - Vacuuming carpets and mats.
- The Charter School will clean and disinfect areas commonly visited by staff no less than once per day during operating hours and implement a schedule for such cleaning and disinfecting. These areas include, but are not limited to: Break rooms, restrooms, lobbies, classrooms, laboratories, nurse's office, counseling and student support areas, staff offices, breakrooms, and cafeterias.
- The Charter School will clean high touch areas in staff breakrooms at least once per day.
- Discourage workers from using each other's phones, desks, offices, or other work tools and equipment, when possible.
- Provide disposable disinfecting wipes so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use.
- Store and use disinfectants in a responsible and appropriate manner according to the label.
- Do not mix bleach or other cleaning and disinfection products together. This can cause fumes that could be very dangerous to breathe in.
- Advise employees to always wear gloves appropriate for the chemicals being used when they are cleaning and disinfecting and that they may need additional PPE based on the setting and product.

10. Perform enhanced cleaning and disinfection after persons suspected/confirmed to have COVID-19 have been in the facility:

- In the event of a suspected or confirmed COVID-19 case at the Charter School, the Charter School will determine all areas, materials, and equipment used by the case during the high-risk exposure period.
- Once identified, the Charter School will follow all CDC cleaning and disinfection recommendations of all pertinent areas. This will specifically include disinfection of the area, material or equipment used by the COVID-19 case, and which will be used by another employee within the next twenty-four (24) hours.

11. COVID-19 Testing:

- If an employee has COVID-19 symptoms, the Charter School will make COVID-19 testing available to such employees at no cost and during paid time, if such employees are not fully vaccinated against COVID-19.
- In the event of one (1) confirmed case on campus, the Charter School will make COVID-19 testing available at no cost, during paid time to all Charter School employees who had close contacts exposure in the workplace.
- In the event of one (1) COVID-19 case, an outbreak¹³, or a major outbreak at the Charter School campus, the Charter School will make COVID-19 testing available during paid time to all employees who had close contacts exposure to COVID-19 in the workplace.
- In the event of a COVID-19 outbreak pursuant to Cal/OSHA regulations:
 - The Charter School will make COVID-19 testing available at no cost to its employees within the exposed group¹⁴, during employees' paid time, unless:
 - 1) The employee was not present at the Charter School campus during the relevant fourteen (14) day period,
 - 2) The employee was fully vaccinated before the outbreak occurred and does not have COVID-19 symptoms, or
 - 3) If an employee had COVID-19 within the last ninety (90) days.
 - After initially offering COVID-19 testing to all employees in an exposed group, the Charter School will make such testing available again one (1) week later.
 - After these first two (2) COVID-19 tests, the Charter School will make COVID-19 testing available once a week at no cost, during paid time, to all employees in the exposed group who remain at the workplace until there is no longer an outbreak.
- In the event of a "major COVID-19 outbreak,"¹⁵ the Charter School will provide COVID-19 testing outlined above for outbreak situations, except that such testing will be made available to all employees, regardless of their COVID-19 vaccination status.

¹³ An outbreak is defined by Cal/OSHA occurs when "three or more employee COVID-19 cases within an exposed group . . . visited the workplace during their high-risk exposure period at any time during a 14-day period," and applies until there are "no new COVID-19 cases detected in the exposed group workplace for a 14-day period."

¹⁴ "Exposed group" is defined as "all employees at a work location, working area, or a common area at work, where an employee COVID-19 case was present at any time during the high-risk exposure period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas," subject to limited exceptions.

¹⁵ Cal/OSHA provides that a major outbreak occurs when "20 or more employee COVID-19 cases in an exposed group . . . visited the workplace during their high-risk exposure period within a 30- day period" and applies "until there are fewer than three COVID-19 cases detected in the exposed group for a 14-day period."

- Consistent with current Cal/OSHA regulations, the School will require certain frequencies of COVID-19 testing before allowing employees with COVID-19 exposure to return to campus.
- In the event that COVID-19 testing is mandated by Cal/OSHA regulations, all Charter School employees should be able to secure testing through their local county, free of charge and during working hours. The Charter School is currently working on arranging additional COVID-19 testing for all employees with a contracted testing vendor. As soon as more information is available, the Charter School will notify all employees as to further details.
- If COVID-19 is not mandated by Cal/OSHA regulations, but testing is otherwise needed, employees may procure testing, likely free of charge, through their local county or from their health provider.
- The Charter School reserves the right to require employees undergo additional frequencies of COVID-19 testing, consistent with applicable authority, and directives from public health authorities as well as the School's authorizer, regardless of an employee's COVID-19 vaccination status. Further information regarding applicable cadences for COVID-19 testing may be found in the MPS COVID-19 Health and Safety Policy.
- Any employees who have questions regarding COVID-19 testing may contact the MPS Human Resources Department at hr@magnoliapublicschools.org.

Record Keeping and Availability of Plan

- The Charter School will maintain records of the steps taking to implement this Plan for at least one (1) year, consistent with 8 CCR §3202(b).
- This Plan shall be made available at the workplace to all Charter School employees, authorized representatives, and Cal/OSHA representatives immediately upon request.
- The Charter School will track all COVID-19 cases, by keeping a record of the employee's name, contact information, occupation, location where the employee worked, the date of the last day at the workplace, and the date of a positive COVID-19 test. Medical information shall be kept confidential. The information shall be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

The CEO/Superintendent is authorized to implement changes or additions to this addendum in order to ensure compliance with new or revised orders or guidance from local, county, state or federal authorities ("Agencies") and/or the facts of a specific circumstance, and to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy. The CEO/Superintendent shall provide the Board with regular updates as to actions taken pursuant to this section.

Appendix A

Controls Table

The following table presents examples of controls to implement in the workplace. The most effective controls are those that rely on engineering solutions, followed by administrative controls, then PPE. PPE is the least effective control method and the most difficult to implement. Worksites may have to implement multiple complementary controls from these columns to effectively control the hazard.

Engineering (Facilities and Equipment)
<ul style="list-style-type: none"> • Assess job hazards for feasibility of engineering controls • Ensure ventilation and water systems operate properly
Administrative
<p>Management and Communications</p> <ul style="list-style-type: none"> • Monitor state and local public health communications about COVID-19 • Require students who are ill to stay home • Encourage sick workers to report symptoms, stay home, and follow CDC guidance • Develop strategies to: <ul style="list-style-type: none"> ○ communicate with staff ○ manage staff concerns • Remind staff of available support services • Communicate to partners, suppliers, other contractors on policies and practices, including face covering requirements. • Cancel group events • Close/limit use of shared spaces • Consider policies that encourage flexible sick leave and alternative work schedules. • Schedule stocking during off-peak hours <p>Cleaning and Disinfection</p> <ul style="list-style-type: none"> • Clean and disinfect frequently touched surfaces, (e.g., counters, shelving, displays) • Provide employees with disposable disinfectant wipes, cleaner, or sprays that are effective against the virus that causes COVID-19 <p>Training</p> <p>Provide employees with training on:</p> <ul style="list-style-type: none"> • Symptoms, emergency warning signs and high-factors for COVID-19 • Policies to reduce the spread of COVID-19 • The Charter School's COVID-19 procedures designed to protect employees from COVID-19 exposure and hazards, as well as how employees can participate in the identification and evaluation of potential COVID-19 hazards. • Information regarding COVID-19 transmission, including that COVID-19 "is an infectious disease that can be spread through the air when an infectious person talks, vocalizes, sneezes, coughs, or exhales; as well as that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth; as well as that infectious people may have no symptoms." • COVID-19 related benefits under federal, state, and local law, including any potential benefits under current workers' compensation laws, California COVID-19 Supplemental Paid Sick leave, FFCRA, legally mandated sick and vaccination leave, workers' compensation law, the Charter School's leave policies, and any other rights by contract or collective bargaining agreement.

Updated on 08/04/2021



- Information regarding the fact that particles containing the virus can travel more than six (6) feet, especially indoors; and thus, why social distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19 but are most effective when used in combination..
- General hygiene
- Cleaning and disinfection
- Cloth face coverings
- Use of PPE
- Safe work practices
- Stress management
- The Charter School's policies for providing respirators, and the right of employees who are not fully vaccinated to request a respirator for voluntary use, without fear of retaliation and at no cost to employees, including:
 - 1) How to properly wear the respirator provided; and
 - 2) How to perform a seal check according to the manufacturer's instructions each time a respirator is worn, and the fact that facial hair interferes with a seal.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment. COVID-19 is an airborne disease. N95s and more protective respirators protect the users from airborne disease while face coverings primarily protect people around the user.
- Information on the Charter School's COVID-19 policies; how to access COVID-19 testing and vaccination; and the fact that vaccination is effective at preventing COVID-19, protecting against both transmission and serious illness or death.
- The conditions under which face coverings must be worn at the workplace and that face coverings are additionally recommended outdoors for people who are not fully vaccinated if six (6) feet of distance between people cannot be maintained. Employees can request face coverings from the employer at no cost to the employee and can wear them at work, regardless of vaccination status, without fear of retaliation.

Personal Protective Equipment (PPE)

- Conduct workplace hazard assessment
- Determine what PPE is needed for their workers' specific job duties based on hazards and other controls present
- Select and provide appropriate PPE to the workers at no cost, and train employees in the use of the PPE.



APPENDIX B: IDENTIFICATION AND INSPECTION OF COVID-19 HAZARDS

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, students, visitors, employees of other entities, members of the public, customers or clients, and independent contractors. The School will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person(s) conducting the evaluation:

_____	_____
_____	_____
_____	_____

Date:

Name(s) of employee and authorized employee representative that participated:

_____	_____
_____	_____



Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation



COVID-19 Inspections¹⁶

Date: _____

Name of person(s) conducting the inspection:

_____	_____
_____	_____
_____	_____

Work location evaluated: _____

Exposure Controls ¹⁷	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Administrative			
Physical distancing			

¹⁶ Please review the information available at www.dir.ca.gov/dosh/coronavirus/ for additional guidance on what to regularly inspect for, including issues that may be more pertinent to each School campus. Each campus will need to modify this form accordingly.

¹⁷ Use empty cells to add any additional controls that the School is using.



Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
<i>Isolation Areas for Symptomatic Individuals</i>			
<i>Sufficient and Clearly Marked Signage</i>			
<i>Clearly Labeled Ingress and Egress Points</i>			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			



Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing or related medical services provided by the School will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (“NIOSH”), or as otherwise required by law.

All employees’ medical records will also be kept confidential and not disclosed or reported without the employee’s express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: [enter date]

Name of person conducting the investigation: [enter name(s)]

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	



<p style="text-align: center;">Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):</p>	
--	--

<p>Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:</p>		
<p>All employees who may have had COVID-19 exposure and their authorized representatives.</p>	<p>Date:</p>	
	<p>Names of employees that were notified:</p>	
<p>Independent contractors and other employers present at the workplace during the high-risk exposure period.</p>	<p>Date:</p>	
	<p>Names of individuals that were notified:</p>	



<p>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</p>		<p>What could be done to reduce exposure to COVID-19?</p>	
<p>Was local health department notified?</p>		<p>Date:</p>	

***Should an employer be made aware of a non-employee infection source COVID-19 status.**

Cover Sheet

Approval of Teacher Assignment Option: Ed Code 44258.3 Procedure and Process

Section: IV. Action Items
Item: C. Approval of Teacher Assignment Option: Ed Code 44258.3
Procedure and Process
Purpose: Vote
Submitted by:
Related Material: Teacher on Assignment Ed Code 44258.3.pdf



Board Agenda Item #	IV C: Action Item
Date:	August 10, 2021
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Derya Hajmeirza, MPS Human Resources Director
RE:	Approval of Teacher Assignment Option: Ed Code 44258.3 Procedure and Process

Proposed Board Motion

I move that the board approve the teacher assignment option: Ed Code 44258.3 procedure and process that MPS will adopt to provide a greater flexibility in local teacher assignments in grades K-12.

Introduction

Ed Code options allow flexibility for teacher course assignments. This particular education code allows school boards to assign teachers to an academic subject area outside of their credential.

Background

Education codes (“Ed Code”) are created and changed based on laws passed by the state legislature or Governor. Ed Codes govern all public schools in California. The Ed Code 44258.3 is very specific about the criteria that is needed to determine if a teacher has the training and knowledge to be successful in the course being taught if assigned utilizing this Ed Code option. This option allows school districts to assign credentialed (non-emergency) teachers to teach departmentalized classes in grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher’s subject matter competence is verified according to policy and procedures approved by the MPS Board and the teacher consents to the assignment.

Analysis

MPS school site principals will work with the MPS Home Office Staff to choose qualified teacher(s) for the assignment in accordance with the MPS Ed Code 44258.3 procedure and process that is included in Appendix 1.

The chosen teacher(s) for the assignment will be brought to the board for final approval (see Appendix 4 for the form).

Budget Implications

There are no budget implications.

Exhibits (attachments):

- Appendix 1: MPS Procedure and Process for EC 44258.3.....Pg. 3
- Appendix 2: Teacher Petition Form.....Pg. 5
- Appendix 3: Assessment of Subject-Matter Knowledge.....Pg. 7
- Appendix 4: Board Approved Assignments (Craven) Form.....Pg. 9
- Appendix 5: Advisory on Teacher Assignment Option Education Code §44258.3.....Pg. 10



Magnolia Public Schools (“MPS”) Procedure and Process for EC 44258.3 Board Approved Assignments

Purpose: It is the intent of MPS to facilitate the assignment of teachers in accordance with Education Code (“Ed Code” or “EC”) §44258.3 when they consent to such assignments and when it has been verified that they are qualified for the requested assignment(s).

The following procedures are intended to provide for the implementation of EC §44258.3.

1. School Principal identifies a vacancy in a specific subject-matter assignment.
2. School Principal verifies there is no available teacher on staff with the appropriate credential authorization and that EC §44258.3 should be used to address the need.
3. Current site teachers who meet Commission on Teacher Credentialing (“CTC”) credential requirements will be notified of available openings via email by the Site Principal.
4. Teachers interested in the assignment will petition via email or letter to be considered for the assignment.
5. Teachers will submit the documents which may denote their qualifications for the assignment utilizing the criteria identified in EC 44258.3 and outlined in the selection criteria.
6. The School Principal forwards petition documents to the review panel for determination of the teachers’ subject matter knowledge.
7. Upon review of all available information, the panel approves or disapproves the petition(s) and notifies the site principal of their decision.
8. The School Principal may choose the teacher for the assignment from the panel’s approved petition(s).
9. The chosen teacher(s) for the assignment will be approved by the MPS Board of Directors prior to the beginning of the assignment.

Selection Criteria: One or more of the following criteria may be used by the review panel to help choose the appropriate teacher for the assignment.

1. Successful prior teaching experience of the subject
2. Successful completion of intensive professional development in the subject to be taught
3. Review of portfolio containing evidence of demonstrated knowledge
4. Results of oral interviews
5. Practical experience
6. Passage of an examination that is valid for the subject and grade level
7. Observation over time of the teacher in the subject in the grade level currently being taught
8. Observation of demonstration lesson in the subject and at the grade level to be taught

9. Professional Growth Plan- The petitioning teacher and administrator have come to mutual agreement that a professional growth plan is necessary for the teacher to serve in the position.
10. Successful completion of college or university course work in the subject to be taught
11. Successful prior work experience in the content area



Petition to Teach Departmentalized Subjects Under EC §44258.3

This form is to be used by a credentialed teacher and a site administrator to request verification of adequate knowledge to teach specified subjects in a departmentalized setting in kindergarten or any of grades 1 through 12 in accordance with EC §44258.3.

Teacher: _____ SSN: _____

School: _____

Subject(s) being requested: _____

Initial Request

Subsequent Request

Briefly describe why you feel you have adequate subject-matter knowledge to teach the requested subject(s).

Check the additional criteria upon which this petition is based. Attach appropriate evidence for each criterion checked.

College/university course work

Relevant on-the-job experience or previous teaching in the subject area

Relevant volunteer experience

Subject-matter examination

Demonstrated competency in the subject to be taught

Portfolio related to subject(s)

Relevant professional growth activities

Recommendations from other subject-matter specialists or experts

Other (specify) _____

Describe any other circumstances or criteria to be considered regarding this petition. Attach any documentation that helps to substantiate this information.

If approved, I consent to the assignment under EC §44258.3.

Teacher's Signature

Date

If approved, the teacher will be assigned to teach the subject area(s) requested on the front page of this form.

Site Principal's Signature

Date



Assessment of Adequacy of Subject-Matter Knowledge

This form is to be used in assessing the adequacy of subject-matter knowledge of the subject(s) a teacher is petitioning to teach in a departmentalized setting, in kindergarten or in any of grades K through 12, in accordance with EC §44258.3.

Teacher: _____ SSN: _____

Subject(s) being requested: _____

Assessment Team Leader: _____

Assessment Team Members:

Subject-Matter Specialist on Team/Consulted

The assessment of the petitioner's adequacy of knowledge of the subject-matter and appropriate state framework for the subject(s) being requested yielded the following:

Course of Study:

State Framework(s):

The following methods were used to determine the adequacy of subject-matter knowledge of the petitioning teacher:

- Successful prior teaching of the subject
- Successful completion of intensive professional development in the subject
- Review of a portfolio containing evidence of demonstrated knowledge
- Results of a semi-structured interview
- Successful completion of college or university course work in the subject
- Passage of an examination related to the course, grade level and state framework for the subject to be taught
- Observation of the teacher in the subject and grade level currently being taught
- Observation of a demonstration lesson in the subject to be taught at the grade level to be taught
- Successful prior work experience in the content area
- Proof of professional performance in the content area
- Other (specify) _____

Based upon the assessments indicated, we recommend the following action:

APPROVAL of the petition based upon verification of adequate knowledge at a level justifying:

- Clear verification
- Approval with professional growth/support plan

DISAPPROVAL of the petition

The panel recommends that the following elements be included in the professional growth/support plan:

Assessment Team Leader's Signature

Date

**Board Approved Assignments (Craven)
EC 44258.3**

School Name: _____

The following assignments have been approved by the Subject Matter Panel:

The assignment is for one year and must be approved PRIOR to the start of the assignment. If this is an extension of the original subject matter approval, the district and the teacher have consented to the extension.

School	Teacher	SEID	Subject	Start date of assignment (2021-2022)	Date approved by Subject Matter Panel

Advisory on Teacher Assignment Option Education Code §44258.3



Commission on Teacher Credentialing **Ensuring Teacher Quality**

State of California
Commission on Teacher Credentialing
1900 Capitol Avenue
Sacramento, CA 95811

September 2007

Notice

This Advisory was developed by the Certification Division of the Commission on Teacher Credentialing. For more information about the content of this report, contact the Commission's Assignment Unit at cawassignments@ctc.ca.gov.

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Advisory on Teacher Assignment Option EC §44258.3

Background

California law requires that schools employ only individuals with either the appropriate credential or with an ‘alternative assignment option’ established by statute or regulation that allows them to teach in California schools. In order to assist school administrators to adopt progressive curricular structures and respond to inherent difficulties in assigning teachers to meet school site requirements, California's Education Code provides a number of these alternative assignment options which allow employers to legally employ individuals outside of their subject area of the credential as long as the employer follows the guidelines established by regulations when implementing these assignment options. One such option was established in 1991 (authored by Senator William Craven) which created EC §44258.3 to allow districts to assign teachers outside of their area of credential authorization in a departmentalized setting.

Since January 1, 1992, EC §44258.3 has allowed local school governing boards to assign teachers holding credentials authorizing instruction in self-contained classrooms to teach in departmentalized classrooms in grades 8 and below upon local verification that the teacher to be assigned has adequate knowledge of the subject to be taught. Section 44258.3 was amended in 1995 (as a result of the passage of AB 1124 authored by Assemblywoman Linda Davis) to expand this assignment option to allow any fully-credentialed teacher (holding a credential based on bachelor’s degree and student teaching), regardless of subjects or grades authorized, to be legally assigned under this option in departmentalized classrooms in grades 12 and below once adequate knowledge of the subject has been verified. The complete text of EC §44258.3 appears in Attachment 1.

Key aspects of the assignment option authorized by Section 44258.3 include:

- Governing boards using this option must establish specific policies and procedures to verify that the teacher to be assigned has adequate knowledge of the subject to be taught.
- "Subject-matter knowledge" should include both knowledge of the California curriculum framework for the subject area and the specific content of the course(s) to be taught as defined by the local district.
- Governing boards must utilize subject-matter specialists in development of the process of verifying a teacher's competence in the subject being assigned. Subject-matter specialists are broadly defined in the section as mentor teachers, curriculum specialists, resource teachers, classroom teachers certified to teach a subject, staff to regional subject-matter projects or curriculum institutes, or college faculty.
- Assignments under this option require that the teacher being assigned consents to the assignment.
- Governing board approval is not required for a teacher to continue for another year in the same subject of the assignment authorized by this option.
- School districts must report to their county office of education during assignment monitoring activities (EC §44258.9) when this assignment option is used.
- The CTC may rescind the authority of school districts to exercise this option if they institute it improperly.

An advisory on using EC §44258.3 was originally published in 1992. In 1995, following a study conducted by the Commission, a report was sent to the Legislature that resulted in the changes to

the code section in 1996. This advisory is intended to update the original advisory and to provide employing education agencies with further information, including step-by-step instructions, regarding implementation of the assignment option made available by Section 44258.3. CTC holds that by clarifying the requirements for utilizing this assignment option it will allow districts to begin utilizing it, or to utilize it to a greater degree, thereby decreasing the number of misassignments.

Assigning Teachers Based Upon EC§ 44258.3

A Model For School Districts Using This Assignment Option

Following is a simple seven-step approach to the establishment of a procedure to assign teachers in school districts according to EC §44258.3. This is one example of an acceptable approach to implementing EC §44258.3. Other approaches are acceptable as long as the general implementation requirements established by this Education Code section are met.

Step 1 - Administrator Identifies an Instructional Need

This process begins with the school site administrator. The administrator determines the need for a teacher in a specific subject area or finds there is a need for additional staff when scheduling classes.

Step 2 - Administrator Reviews Assignment Options

The site administrator verifies that there is no available teacher on staff with the appropriate credential authorization to teach the subject area and that the EC §44258.3 option should be used to address the need.

Step 3 - Administrator Identifies a Teacher with Adequate Subject-Matter Background that Consents to the Assignment

The site administrator may identify a teacher who has knowledge of the subject matter and who wishes to take the teaching assignment. Once the need to fill the assignment has been established, a teacher may also request to fill the assignment. The panel will assess if a teacher has the appropriate knowledge. It is important to remember that teacher consent is required when assigning individuals under this option.

Step 4 - Teacher is Instructed to Petition to Teach the New Subject

The teacher submits a petition to the district to teach in the position and to be evaluated for subject-matter competence in the subject of the assignment. This petition includes a brief statement from the teacher as to what education and/or experience qualifies the teacher for adequate subject-matter knowledge to serve in the subject area. *A petition is suggested to keep a record of the request but it is optional for the district to use.*

Step 5 - School Site or District Level Assessment Panel Convenes

A school site or district level assessment panel convenes to conduct a subject-matter competence assessment. Subject-matter specialists may serve as members of the assessor panels. CTC advises that the panel include subject-matter specialists (see definition on page 1 of this Advisory) in the subject area the petitioner seeks to teach and, prior to participation on the panel, all panelists receive orientation to the policies and procedures that the district has established.

Step 6 - Panel Performs Subject-Matter Assessment

The panel reviews evidence of the teacher's knowledge of the subject matter to be taught and the teacher's ability to teach the appropriate content to the age group of the specific assignment. Subject-matter knowledge includes knowledge of the state curriculum framework for the subject

area as well as specific content for the course established by the local school district. The subject-matter knowledge review may include a variety of methods to verify the applicant's knowledge and ability.

Step 7 - Panel Takes Appropriate Action

Based upon a review of all available information, and using the policies and procedures established by the local governing board, the panel approves or disapproves the petition and notifies the site administrator of their decision. The panel informs the district office of their decision. The panel may arrive at any one of three conclusions:

- They may approve the petition with ‘clear’ verification, authorizing the individual to teach the subject(s) requested without any conditions.
- They may approve the petition with a professional growth/support plan identifying areas of subject-matter knowledge in need of enhancement and stipulating requirements to be met as a condition of teaching the requested subject(s).
- They may disapprove the petition.

Implementing EC §44258.3

Establishing Governing Board Approval/School District Responsibilities

The district governing board must determine whether it wishes to use this assignment option. The next step is to develop the means to meet the requirements for implementing this assignment option. The district is ultimately responsible for verifying that the teacher has adequate knowledge of the subject(s) to be taught. The board allows for the verification of this subject-matter knowledge by establishing district policies and procedures for the verification process. It is important that the governing board involve subject-matter specialists in the development of policies and procedures to be used in this process. Attachment 2 is a sample school board policy review agenda item for this assignment option.

The governing board must approve the policies and procedures prior to an assessment of a teacher's subject-matter competence. These policies and procedures include:

- The methods teachers may attain district-recognized subject-matter competence other than completion of college or university course work including, but not limited to successful prior teaching experience, self-directed study, completion of internships, study with a mentor teacher, curriculum institutes, work experience, or systematic programs of professional development.
- The methods that assessment panel members are to use to assess subject-matter competence including one or more of the following: observation by subject-matter specialists, oral interviews, demonstration lessons, presentation of curricular portfolios, or written examinations.
- Specific criteria and standards for adequate subject-matter knowledge based upon the methods established as indicated above. For example, if written examinations are used, passing scores for the examinations are to be established by the district governing board.
- The method(s) for selecting subject-matter specialists and assessment panel members. "Subject-matter specialists" are defined in EC §44258.3(d) as found in the definition provided on page 1 of this advisory. Assessment panels may be district-wide or site-based and the number of panel members may vary. District policies regarding selection, size, and responsibilities of assessment panels are to be clearly defined in the policies approved by the governing board.
- The means by which assessment panel members are informed and trained in the policies and procedures of such panels is established by the district governing board. In-service training is often the method used to provide this information and training.

The statute specifically states that the assessment must take place *prior to the assignment* of a teacher under this option. The district governing board policies must also include that the teacher's consent has been given prior to assigning the teacher based upon EC §44258.3 and should clarify that when the district assigns a teacher to a position not authorized by the teacher's credential based upon EC §44258.3, the teacher may teach the new subject within that district only. If the teacher moves to a new district, the subject-matter adequacy verification process would need to be completed in the new district before assignment based upon EC §44258.3 may be made there. Finally, the district governing board should ensure that the policies include procedures to verify that the teacher is meeting the conditions of the assignment prior to

extending the assignment in circumstances where a teacher's petition is approved with conditions.

The school district is also responsible for reporting to their county office of education, during assignment monitoring activities, instances when this assignment option is used. This reporting would most likely occur during the assignment monitoring activities in accordance with EC §44258.9.

The school district assesses a teacher's subject-matter competence following the board approved policies and procedures.

School Site Administrator Responsibilities

The process described in this advisory assumes that the school site administrator is the individual most likely to determine the need for a teacher to teach a subject outside of the teacher's credential authorization. A district may decide that the district level administrator may make the determination. Under these circumstances, the administrator identifies the need, determines that the assignment option provided by EC §44258.3 is most appropriate for the situation, and identifies a teacher with adequate subject-matter knowledge who consents to undertaking the assignment. A teacher may also request to fill an assignment. Once the appropriate teacher has been identified, the administrator instructs the teacher to petition to teach the assignment and to be evaluated for adequate knowledge of the subject to be taught in the assignment. Depending on the district's established policies and procedures, the site administrator may also have specific responsibilities regarding the convening and activities of the assessment panel.

The principal of the school, or other appropriate administrator, must notify the representative of the certificated employees for the school district each time a teacher is assigned on the basis of this option as found in subsection (b) of EC §44258.3.

Teacher Responsibilities

Teachers must first determine whether they wish to accept an assignment outside of the subject area authorized by their credential. When implementing this assignment option, the teacher's consent is required. Once a teacher decides to pursue an assignment in another subject area, the teacher contacts the site administrator or other appropriate district official for instructions on petitioning to be authorized to teach in the new assignment. Use of the forms by the school district is optional but CTC strongly advises the district to use this form or develop their own forms to keep track of the assignments made for individuals to serve outside the subject area of their credential.

It is the teacher's responsibility to provide evidence of his or her knowledge of the subject being assessed as required in the district's policies and procedures for the assessment.

Commission's Responsibilities

CTC must also collect the data on the number, subject area, and grade level of teaching assignments on the basis of EC §44258.3 that is provided by the county offices of education as a result of assignment monitoring.

CTC may suspend the authority of an employing agency to use EC §44258.3 to assign teachers to teach outside the subject area if the Commission finds that a school district has violated any of

the provisions of the Education Code. This may include, but need not be limited to, assigning teachers without establishing and receiving governing board approval for policies and procedures, not using subject-matter specialists in the development and implementation of the policies and procedures, assigning a teacher prior to the subject-matter knowledge review, and not receiving teacher consent for the assignment. The employing agency will receive a letter from the Commission informing them if their authority to use this option was suspended.

Forms Aiding Implementation of EC §44258.3

Sample forms have been created by CTC that may be used or adapted for use by school districts in implementing a process for assigning individuals under the provisions established by EC §44258.3. Attachment 3 contains a sample teacher petition and Attachment 4 has a sample assessment team evaluation. In addition, there is a sample school board policy review agenda item in Attachment 2. These forms may be duplicated or amended to suit individual district needs and are optional.

Other Resources Aiding Implementation of EC §44258.3

To order the California curriculum frameworks for subjects commonly taught in California public schools, or to order other publications by the CDE, contact CDE Press Sales Unit by telephone at (916) 445-1260 or their website at <http://www.cde.ca.gov/re/pn/>.

For additional information on implementation of EC §44258.3 and other assignment options, contact the CTC's Assignment Unit by telephone at the voice mail message line (916) 322-5038 or by e-mail at [cawassignments@ctc.ca.gov].

Attachment 1

EC §44258.3. Teaching by Holder of Credential to Teach Subjects in Kindergarten and grades 1 to 12; Knowledge of Subject; Assignments.

- (a) The governing board of a school district may assign the holder of a credential other than an emergency permit, to teach any subjects in departmentalized classes in kindergarten or any of grades 1 to 12, inclusive, provided that the governing board verifies, prior to making the assignment, that the teacher has adequate knowledge of each subject to be taught and the teacher consents to that assignment. The governing board shall adopt policies and procedures for the purpose of verifying the adequacy of subject knowledge on the part of each of those teachers. The governing board shall involve subject matter specialists in the subjects commonly taught in the district in the development and implementation of the policies and procedures, and shall include in those policies and procedures both of the following:
- (1) One or more of the following ways to assess subject matter competence:
 - (A) Observation by subject matter specialists, as defined in subdivision (d).
 - (B) Oral interviews.
 - (C) Demonstration lessons.
 - (D) Presentation of curricular portfolios.
 - (E) Written examinations.
 - (2) Specific criteria and standards for verifying adequacy of subject matter knowledge using any of the methods in paragraph (1). The criteria shall include, but need not be limited to, evidence of the candidate's knowledge of the subject matter to be taught, including demonstrated knowledge of the curriculum framework for the subject to be taught and the specific content of the course of study in the school district for the subject, at the grade level to be taught.
- (b) Teaching assignments made pursuant to this section shall be valid only in that school district. The principal of the school, or other appropriate administrator, shall notify the exclusive representative of the certificated employees for that school district, as provided under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, of each instance in which a teacher is assigned to teach classes pursuant to this section. Any school district policy or procedures adopted and teaching assignments made pursuant to this section shall be included in the report required by subdivisions (a) and (e) of Section 44258.9. The Commission on Teacher Credentialing may suspend the authority of a school district to use the teaching assignment option authorized by this section upon a finding that the school district has violated the provisions of this section.
- (c) Nothing in this section shall be construed to alter the effect of Section 44955 with regard to the reduction by a school district governing board of the number of certificated employees.
- (d) For the purposes of this section, "subject matter specialists" are mentor teachers, curriculum specialists, resource teachers, classroom teachers certified to teach a subject, staff to regional subject matter projects or curriculum institutes, or college faculty.

Attachment 2

Board Policy 32188 Review

Discussion/Action Item

Current law provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas in grades K-12. One option is EC § 44258.3 which allows local school districts to assign credentialed (non-emergency) teachers to teach departmentalized classes in grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher's subject matter competence is verified according to policy and procedures approved by the governing board and the teacher consents to the assignment.

Board Policy 32188 is presented to you for discussion or action. This policy is to establish the district's plan (in attachment A) to implement these options.

Recommendation:

The administration recommends approval of Board Policy 32188 to provide greater flexibility in local teacher assignments in grades K-12.

District Plan

Education Code §44258.3

Purpose: It is the intent of Garcia School District to facilitate the assignment of teachers in accordance with EC §44258.3 when they consent to such assignments and when it has been verified that they are qualified for the requested assignment(s). The following procedures are intended to provide for the implementation of Board Policy 32188.

1. Site Administrator identifies a subject-matter assignment need at a local school site.
2. Site Administrator determines whether any existing staff have the appropriate credential and are interested in the assignment or whether EC §44258.3 should be used.
3. Site Administrator identifies consenting teacher for possible assignment pursuant to EC §44258.3 or a teacher may request to fill the assignment.
4. Teacher submits a petition form to teach in the position. The petition denotes criteria upon which petition is based, teacher consent, site administrator's recommendation of assignment, and that the assignment is for one year and may be extended for additional time if the teacher and school district consents.
5. A review panel, selected by the district, will consist of site administrators, teachers, and district level administrators. This Assignment Review Panel conducts, prior to the beginning of the assignment, an assessment in accordance with EC §44258.3. This assessment must determine evidence of the candidate's knowledge of the subject matter to be taught and at the grade level to be taught.

One or more of the following criteria may be used in the review:

- a. Successful prior teaching experience of the subject
 - b. Successful completion of intensive professional development in the subject to be taught
 - c. Review of portfolio containing evidence of demonstrated knowledge
 - d. Results of oral interviews
 - e. Practical experience
 - f. Passage of an examination that is valid for the subject and grade level
 - g. Observation over time of the teacher in the subject in the grade level currently being taught
 - h. Observation of a demonstration lesson in the subject and at the grade level to be taught
 - i. Professional Growth Plan - The petitioning teacher and administrator have come to mutual agreement that a professional growth plan is necessary for the teacher to serve in the position
 - j. Successful completion of college or university course work in the subject to be taught
 - k. Successful prior work experience in the content area
6. The Assignment Review Panel makes a final disposition on whether to recommend that a teacher be assigned under EC §44258.3. The Assignment Review Panel informs the designee of the district of the results of the review.

Note:

- For assignments under EC §44258.3, the principal of the school, or other appropriate administrator, shall notify the exclusive representative of the certificated employees for that school district, as provided under Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code, of each instance in which a teacher is assigned to teach classes pursuant to the section.
- Teaching assignments made pursuant to EC §44258.3 must be included in the annual report to the Commission on Teacher Credentialing as required by EC §44258.9 during the year the school district is monitored by the county office of education.
- The school district is also responsible for reporting to their county office of education during assignment monitoring activities instances when this assignment option is used. This reporting would most likely occur during the assignment monitoring activities in accordance with EC §44258.9. A school district may forward a copy of their board-approved policies that may assist the county office of education during the monitoring process.

Attachment 3

(Name of Employing Agency)

Petition to Teach Departmentalized Subjects Under EC §44258.3

This form is to be used by a credentialed teacher and a site administrator to request verification of adequate knowledge to teach specified subjects in a departmentalized setting in kindergarten or any of grades 1 through 12 in accordance with EC §44258.3.

Teacher: _____ SSN: _____

School: _____

Subject(s) being requested: _____

Initial Request

Subsequent Request

Briefly describe why you feel you have adequate subject-matter knowledge to teach the requested subject(s).

Check the additional criteria upon which this petition is based. Attach appropriate evidence for each criterion checked.

College/university course work

Relevant on-the-job experience or previous teaching in the subject area

Relevant volunteer experience

Subject-matter examination

Demonstrated competency in the subject to be taught

Portfolio related to subject(s)

Relevant professional growth activities

Recommendations from other subject-matter specialists or experts

Other (specify) _____

Describe any other circumstances or criteria to be considered regarding this petition. Attach any documentation that helps to substantiate this information.

If approved, I consent to the assignment under EC §44258.3.

Teacher's signature

Date

If approved, the teacher will be assigned to teach the subject area(s) requested on the front page of this form.

Administrator's signature

Date

Attachment 4

(Name of Employing Agency)

Assessment of Adequacy of Subject-Matter Knowledge

This form is to be used in assessing the adequacy of subject-matter knowledge of the subject(s) a teacher is petitioning to teach in a departmentalized setting, in kindergarten or in any of grades 1 through 12, in accordance with EC §44258.3.

Teacher: _____ SSN: _____

Subject(s) being requested: _____

Assessment Team Leader: _____

Assessment Team Members: _____

Subject-Matter Specialist on Team/Consulted

The assessment of the petitioner's adequacy of knowledge of the subject-matter and appropriate state framework for the subject(s) being requested yielded the following:

Course of Study:

State Framework(s):

The following methods were used to determine the adequacy of subject-matter knowledge of the petitioning teacher:

- Successful prior teaching of the subject
- Successful completion of intensive professional development in the subject
- Review of a portfolio containing evidence of demonstrated knowledge
- Results of a semi-structured interview
- Successful completion of college or university course work in the subject
- Passage of an examination related to the course, grade level and state framework for the subject to be taught
- Observation of the teacher in the subject and grade level currently being taught
- Observation of a demonstration lesson in the subject to be taught at the grade level to be taught
- Successful prior work experience in the content area
- Proof of professional performance in the content area
- Other (specify) _____

Based upon the assessments indicated, we recommend the following action:

APPROVAL of the petition based upon verification of adequate knowledge at a level justifying:

- Clear verification
- Approval with professional growth/support plan

DISAPPROVAL of the petition

The panel recommends that the following elements be included in the professional growth/support plan:

Assessment Team Leader's Signature

Date

Cover Sheet

Approval of Teacher Assignment Option: Ed Code 44258.7(c)(d) Procedure and Process

Section: IV. Action Items
Item: D. Approval of Teacher Assignment Option: Ed Code
44258.7(c)(d) Procedure and Process
Purpose: Vote
Submitted by:
Related Material: Teacher on Assignment Option EC 44258.7(c)(d).pdf



Board Agenda Item #	IV D: Action Item
Date:	August 10, 2021
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Derya Hajmeirza, MPS Human Resources Director
RE:	Approval of Teacher Assignment Option: Ed Code 44258.7(c)(d) Procedure and Process

Proposed Board Motion

I move that the board approve the teacher assignment option: Ed Code (“EC”) 44258.7(c)(d) procedure and process that MPS will adopt to provide a greater flexibility in elective course assignments in grades K-12.

Introduction

Ed Code options allow flexibility for teacher assignment-Elective Classes

Background

Education codes are created or changed based on laws passed by the state legislature or Governor. Education codes govern all public schools in California. This particular education code allows schools to create a committee consisting of an equal number of teachers and administrators to assign teachers to teach elective classes. It does not allow them to assign teachers to academic subject areas. Only teachers who have already completed a teacher preparation program, including student teaching and hold a Preliminary or Clear credential may be assigned utilizing this education code.

Analysis

MPS school site principals will work the assignment Committee to choose qualified teacher(s) for the assignment in accordance with the MPS Ed Code 44258.7 (c)(d) procedure and process that is included in Appendix 1.

The chosen teacher(s) will be reported to the respective authorizing county agency with the form included in Appendix 4. The assignment is for a maximum of one year, but may be reapproved yearly by the Committee prior to the start of assignment.

Budget Implications

- There are no budget implications.

Exhibits (attachments):

- Appendix 1: MPS Procedure and Process for EC 44258.7 (c)(d)Pg. 3
- Appendix 2: Teacher Petition FormPg. 5
- Appendix 3: Assessment of Subject-Matter KnowledgePg. 7
- Appendix 4: Committee on Assignment FormPg. 9
- Appendix 5: California Legislative Information: Ed Code 44258.7(c)(d)Pg. 11



Magnolia Public Schools (“MPS”) Procedure and Process for EC 44258.7(c)(d)

Purpose: It is the intent of MPS to facilitate the assignment of teachers in accordance with Education Code (“Ed Code” or “EC”) §44258.7(c)(d) when they consent to such assignments and when it has been verified that they are qualified for the requested assignment(s).

The following procedures are intended to provide for the implementation of EC §44258.7(c)(d).

1. School Principal identifies a vacancy in a specific subject-matter assignment.
2. School Principal verifies there is no available teacher on staff with the appropriate credential authorization and that EC §44258.7(c)(d) should be used to address the need.
3. Current site teachers who meet Commission on Teacher Credentialing (“CTC”) credential requirements will be notified of available openings via email by the Site Principal.
4. Teachers interested in the assignment will petition via email or letter to be considered for the assignment.
5. Teachers will submit the documents which may denote their qualifications for the assignment utilizing the criteria identified in EC 44258.7(c)(d) and outlined in the selection criteria.
6. The School Principal forwards petition documents to the review panel for determination of the teachers’ subject matter knowledge.
7. Upon review of all available information, the panel approves or disapproves the petition(s) and notifies the site principal of their decision.
8. The School Principal may choose the teacher for the assignment from the panel’s approved petition(s).

Selection Criteria: One or more of the following criteria may be used by the review panel to help choose the appropriate teacher for the assignment.

1. Successful prior teaching experience of the subject
2. Successful completion of intensive professional development in the subject to be taught
3. Review of portfolio containing evidence of demonstrated knowledge
4. Results of oral interviews
5. Practical experience
6. Passage of an examination that is valid for the subject and grade level
7. Observation over time of the teacher in the subject in the grade level currently being taught
8. Observation of demonstration lesson in the subject and at the grade level to be taught
9. Professional Growth Plan- The petitioning teacher and administrator have come to mutual agreement that a professional growth plan is necessary for the teacher to serve in the position.
10. Successful completion of college or university course work in the subject to be taught

11. Successful prior work experience in the content area



Petition to Teach Departmentalized Subjects Under EC §44258.7(c)(d)

This form is to be used by a credentialed teacher and a site administrator to request verification of adequate knowledge to teach specified subjects in a departmentalized setting in kindergarten or any of grades K through 12 in accordance with EC §44258.7(c)(d).

Teacher: _____ SSN: _____

School: _____

Subject(s) being requested: _____

Initial Request

Subsequent Request

Briefly describe why you feel you have adequate subject-matter knowledge to teach the requested subject(s).

Check the additional criteria upon which this petition is based. Attach appropriate evidence for each criterion checked.

College/university course work

Relevant on-the-job experience or previous teaching in the subject area

Relevant volunteer experience

Subject-matter examination

Demonstrated competency in the subject to be taught

Portfolio related to subject(s)

Relevant professional growth activities

Recommendations from other subject-matter specialists or experts

Other (specify) _____

Describe any other circumstances or criteria to be considered regarding this petition. Attach any documentation that helps to substantiate this information.

If approved, I consent to the assignment under EC §44258.7(c)(d).

Teacher's Signature Date

If approved, the teacher will be assigned to teach the subject area(s) requested on the front page of this form.

Site Principal's Signature Date



Assessment of Adequacy of Subject-Matter Knowledge

This form is to be used in assessing the adequacy of subject-matter knowledge of the subject(s) a teacher is petitioning to teach in a departmentalized setting, in kindergarten or in any of grades K through 12, in accordance with EC §44258.7(c)(d).

Teacher: _____ SSN: _____

Subject(s) being requested: _____

Assessment Team Leader: _____

Assessment Team Members:

Subject-Matter Specialist on Team/Consulted

The assessment of the petitioner's adequacy of knowledge of the subject-matter and appropriate state framework for the subject(s) being requested yielded the following:

Course of Study:

State Framework(s):

The following methods were used to determine the adequacy of subject-matter knowledge of the petitioning teacher:

- Successful prior teaching of the subject
- Successful completion of intensive professional development in the subject
- Review of a portfolio containing evidence of demonstrated knowledge
- Results of a semi-structured interview
- Successful completion of college or university course work in the subject
- Passage of an examination related to the course, grade level and state framework for the subject to be taught
- Observation of the teacher in the subject and grade level currently being taught
- Observation of a demonstration lesson in the subject to be taught at the grade level to be taught
- Successful prior work experience in the content area
- Proof of professional performance in the content area
- Other (specify) _____

Based upon the assessments indicated, we recommend the following action:

APPROVAL of the petition based upon verification of adequate knowledge at a level justifying:

- Clear verification
- Approval with professional growth/support plan

DISAPPROVAL of the petition

The panel recommends that the following elements be included in the professional growth/support plan:

Assessment Team Leader's Signature

Date

Committee on Assignment Form-Approved Assignment EC 44258.7(c)(d)

School Name: _____

The following assignments have been approved by the Committee on Assignment:

The assignment shall be for a maximum of one year, but may be reapproved yearly by the Committee. Must be approved/reapproved PRIOR to the start of assignment

School	Teacher	SEID	Subject	Start date of assignment (2021-2022)	Date approved/reapproved by the Committee



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EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 65001] (Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 3. LOCAL ADMINISTRATION [35000 - 45500] (Division 3 enacted by Stats. 1976, Ch. 1010.)

PART 25. EMPLOYEES [44000 - 45500] (Part 25 enacted by Stats. 1976, Ch. 1010.)

CHAPTER 2. Teacher Credentialing [44200 - 44418] (Heading of Chapter 2 amended by Stats. 1988, Ch. 1355, Sec. 2.)

ARTICLE 4. Credential Types [44250 - 44277] (Article 4 enacted by Stats. 1976, Ch. 1010.)

44258.7. (a) The holder of a standard secondary credential who, prior to September 1, 1989, has taught successfully in a subject within the department of his or her academic major or minor for a minimum of three years, as verified by the employing school district, may receive a supplementary authorization in that subject upon application, payment of a fee, which shall not exceed one-half of the regular credential fee, and evidence that one of the following has been accomplished:

- (1) Successful completion, by September 1, 1989, of a minimum of 12 semester units, or six upper division or graduate units, of coursework at an accredited institution in the subject.
- (2) The securing of a passing score on an examination in the subject approved by the Commission on Teacher Credentialing.
- (3) Verification of competence in the subject matter by a subject area specialist not associated with the employing school district.

(b) A person who holds a teaching credential in a subject or subjects other than physical education may be authorized by action of the local governing board to coach one period per day in a competitive sport for which students receive physical education credit, provided that he or she is a full-time employee of the school district and has completed a minimum of 20 hours of first aid instruction appropriate for the specific sport.

(c) A teacher employed on a full-time basis who teaches kindergarten or any of grades 1 to 12, inclusive, and who has special skills and preparation outside of his or her credential authorization may, with his or her consent, be assigned to

teach an elective course in the area of the special skills or preparation, provided that the assignment is first approved by a committee on assignments. For purposes of this subdivision an "elective course" is a course other than English, mathematics, science, or social studies. The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators.

(d) Assignments approved by the committee on assignments shall be for a maximum of one school year, but may be extended by action of the committee upon application by the schoolsite administrator and the affected teacher. All initial assignments or extensions shall be approved prior to the assignment or extension. Districts making assignments under this subdivision shall submit a plan to the county superintendent of schools which shall include, but need not be limited to, the following:

- (1) Statements signed by the district superintendent and the president or chairperson of the district governing board, approving the establishment of the committee.
- (2) Procedures for selection of the committee membership.
- (3) Terms of office for committee members.
- (4) Criteria for determining teachers' qualifications for these assignments.

(e) The Commission on Teacher Credentialing may develop and recommend general criteria that may be used by local committees on assignment in assessing a candidate's qualifications.

(f) The commission shall issue an Activity Supervisor Clearance Certificate to candidates serving in a position pursuant to subdivision (a) of Section 49024 upon verification of the candidate's personal identification and verification that the candidate meets all professional requirements pursuant to Sections 44339, 44340, 44341, and 44346.5. Each certificate shall be issued initially for a five-year period and may be renewed. The commission shall establish a fee for the Activity Supervisor Clearance Certificate.

(Amended by Stats. 2009, Ch. 379, Sec. 1. (AB 1025) Effective January 1, 2010.)

Cover Sheet

Approval of MPS COVID-19 Testing Agreements for 2021-2022 School Year

Section: IV. Action Items
Item: E. Approval of MPS COVID-19 Testing Agreements for 2021-2022 School Year
Purpose: Vote
Submitted by:
Related Material: COVID-19 Testing Agreements for the 2021-22 School Year.pdf



Board Agenda Item #	IV E: Action Item
Date:	August 10, 2021
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Derya Hajmeirza, MPS Human Resources Director
RE:	Approval of Magnolia Public Schools (“MPS”) COVID-19 Testing Agreements for the 2021-22 School Year

Action Item:

I move that the board approve the service agreement for COVID-19 testing program with PMH Laboratory Inc. (“PMH”) for Magnolia Science Academy (“MSA”) 1, 5, 7, Santa Ana and San Diego and the Los Angeles Unified Schools District (“LAUSD”) Testing and Community Engagement Program for Magnolia Science Academy (“MSA”) 2, 3, 4, 6, and 8 for the 2021-22 school year.

Introduction

The board resolution adopted on July 23, 2020, the Board of Directors directed the following:

- The CEO is authorized to develop and implement a plan for reopening schools (the “Plan”) in Fall 2020 in accordance with guidance and/or directives from the chartering authority, and local, state or federal government officials, including, but not limited to, Relevant Authorities.
- The CEO or designee may hire additional employees or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the CEO deems necessary in their discretion to mitigate the actual or potential impacts of COVID-19.

Based on this, Mr. Rubalcava, MPS CEO and Superintendent, made the executive decision to utilize PMH and the LAUSD testing and community engagement program for the 2021-22 school year to ensure the school sites are aligned with authorizing agency’s testing protocols and county health officials.

Background

The COVID-19 testing vendor selection and the service agreement was approved during the April 2021 MPS Board of Directors meeting.

Consistent with the board approved MPS Health & Safety Policy, the current CA Department of Public Health (CDPH) guidance, and AB 86, MPS plans to conduct COVID-19 testing for both employees and students.

Below is the testing cadences:

- MSA-1,5,7,Santa Ana, and San Diego will follow the CDPH testing cadence. All students and employees will undergo symptomatic and response testing as needed.
- The MPS sites which are currently operating on the LAUSD facilities; MSA-2,3,4,6, and 8:
 - Beginning August 1, 2021 or upon return to campus, whichever is later, all students and employees will be required to submit to baseline COVID-19 testing before returning to campus
 - Thereafter, all students and employees will undergo asymptomatic COVID-19 testing every week until the cadence requirements change per LAUSD.

Budget Implications

Magnolia Public Schools received several one-time COVID-19 funds from state and federal governments. These one-time funds are allocated to schools for specific needs caused by pandemic and are solely restricted to that purpose. The COVID-19 testing expenses as part of the mentioned contracts will be entirely funded by a combination of these funds for all Magnolia schools.

The per school cost is reflected in the chart below based on the current number of students and employees.

	PMH COST ANALYSIS (2021-22)							
	STUDENTS				TOTAL # NUMBER OF STAFF	TESTS	PMH	
	TOTAL # OF STUDEN TS	2019 Census data of 65 yrs or younger uninsured	# OF UNINSURE D STUDENTS	# OF INSURED STUDENTS		TOTAL NUMBER OF TESTING (ANNUAL ESTIMATED, SYMPTOMATIC AND RESPONSE)	TEST FEE PER TEST	PMH TOTAL COST (Only students without a social security #, we got uninsured column)
MSA 1	730	14.20%	104	626	58	5	\$100.00	\$51,830.00
MSA 5	270	14.20%	38	232	25	5	\$100.00	\$19,170.00
MSA 7	292	14.20%	41	251	33	5	\$100.00	\$20,732.00
MSA SA	550	19.00%	105	446	55	5	\$100.00	\$52,250.00
MSA SD	422	9.80%	41	381	60	5	\$100.00	\$20,678.00

	LAUSD COST ANALYSIS (2021-22)				
	STUDENTS		TESTS	LAUSD	
	TOTAL # OF STUDENTS	TOTAL # NUMBER OF STAFF	TOTAL NUMBER OF TESTING WEEKS (1 base line)	LAUSD TEST FEE FOR 1 SCHOOL YEAR-FIXED REGARDLESS OF # WEEKS	LAUSD TOTAL COST
MSA 2	485	45	38	\$250.00	\$132,500
MSA 3	416	41	38	\$250.00	\$114,250
MSA 4	115	18	38	\$250.00	\$33,250
MSA 6	80	12	38	\$250.00	\$23,000
MSA 8	430	47	38	\$250.00	\$119,250

Legal Review

The agreement has been reviewed by the MPS general counsel.

Exhibits (attachments)

Appendix 1: LAUSD MOUPg. 4

Appendix 2: PMH MOUPg. 15

ATTACHMENT A

FUNDAMENTAL PROVISIONS

COVID TESTING AND COMMUNITY ENGAGEMENT SERVICES AGREEMENT

CONTRACT # _____

The following fundamental provisions are incorporated into the COVID Testing and Community Engagement Services Agreement (“Agreement”). The provisions shall have the following meanings throughout the Agreement.

(a) LAUSD or District:	Los Angeles Unified School District, a unified school district existing under the laws of the State of California.
(b) Operator:	_____ operating that charter school known as _____ (“Charter School”), a California Charter School.
(c) School Site:	Charter School’s location on the following District School Site: _____.
(d) Term:	The Term of this Agreement shall commence on the last date of signature below, and expire on Charter School’s last day of instruction for the 2021-2022 school year or June 30th, 2022 , whichever is sooner, unless terminated otherwise as outlined in this Agreement.
(e) Charter School’s Address for Notices:	_____ _____ _____ ATTN: _____ Phone No.: _____ Email Address: _____
(f) LAUSD’s Address for Notices:	Los Angeles Unified School District 333 South Beaudry Avenue Los Angeles, California 90017 ATTN: _____ Phone No.: _____ Email Address _____
(g) Fee	\$250 per individual tested per year

COVID TESTING AND COMMUNITY ENGAGEMENT SERVICES AGREEMENT

This COVID Testing and Community Engagement Services Agreement (“Agreement”) is made and entered into as of the last date of the full execution of this Agreement (the “Effective Date”), by and between the Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California (“LAUSD” or “District”), and [REDACTED], operating that charter school known as [REDACTED] (“Charter School”) (collectively referred to herein as the “Parties,” and individually referred to herein as a “Party”), with reference to the following:

RECITALS

WHEREAS, LAUSD is the owner of and operates public schools to provide a public education to those students residing within its jurisdictional boundaries;

WHEREAS, in response to the COVID-19 pandemic, LAUSD has implemented a COVID Testing and Community Engagement Services (“DISTRICT COVID TESTING SERVICES”) program to provide the highest standard of safety measures at schools;

WHEREAS, Charter School has chosen to avail itself of DISTRICT COVID TESTING SERVICES for the benefit of Charter School’s students and staff;

NOW, THEREFORE for good consideration had and received, and the mutual covenants and obligations contained herein, the Parties agree as follows:

ARTICLE 1. DISTRICT RESPONSIBILITIES

DISTRICT shall comply with the responsibilities set forth in EXHIBIT “A,” which is attached hereto and made a part hereof.

ARTICLE 2. CHARTER SCHOOL RESPONSIBILITIES:

Charter School shall comply with the responsibilities set forth in EXHIBIT “B,” which is attached hereto and made a part hereof.

ARTICLE 3. COSTS AND PAYMENTS

3.1 DISTRICT’S CHARGE TO CHARTER SCHOOL. The \$250 per person charge, set forth in Section (g), is an all-inclusive fee covering the cost of the test, test administration, and follow up community engagement for the school year.

3.2 INVOICE. DISTRICT shall provide Charter School an itemized written invoice no later than the 15th day of each month, covering the number of new test subjects enrolled in the prior full month (“Invoice”). Alternatively, upon mutual agreement of the parties, DISTRICT may invoice Charter School at the start of the Agreement for the entire Agreement period. DISTRICT

reserves the right to adjust prices to reflect changing conditions and costs of service, upon sixty (60) days' advance written notice to Charter School. DISTRICT shall deliver the Invoice to Charter School's address set forth in section (e) of the Fundamental Provisions of this Agreement.

3.3 PAYMENT. Charter School shall pay DISTRICT by check within thirty (30) days following the receipt of the Invoice. If Charter School fails to timely pay any portion, the unpaid amounts shall bear interest at the lesser of: (i) the rate publicly announced from time to time by the largest (as measured by deposits) chartered bank operating in California, as its prime rate, reference rate or other similar benchmark rate, plus two percent (2%), or (ii) the maximum rate then allowed by law ("Interest Rate") from the date such amount is due until the date paid, compounded daily. Charter School shall submit payment to DISTRICT's lockbox address as set forth in the invoice. If Charter School does not remit payment to LAUSD within thirty (30) days of Charter School's receipt of the Invoice, DISTRICT may, in addition to pursuing any other legal and/or equitable remedies to which DISTRICT may be entitled, immediately stop providing all COVID Testing services as set forth in EXHIBIT "A," until and unless payment, with applicable interest, is made in full.

If Charter School fails to either timely pay or deposit disputed payments into escrow pursuant to Article 3.4 below and provide timely notice to the District, the District shall provide Charter School with a notice of non-payment and Charter School shall have (15) days from the date of receipt of the notice to respond. If Charter School does not either make payment or dispute payment per Article 3.4 below, Charter School authorizes and the District shall have the right, but not the obligation, to deduct the outstanding payment amount from the Charter School's Monthly Revenue Source Allocation account. Notwithstanding anything else in this Article 3.3, Charter School shall have the option to request the District to deduct Charter School's payment from the Charter School's Monthly Revenue Source Allocation account by submitting a request to the District's Charter School Accounting Office.

3.4 PAYMENT DISPUTES. If Charter School disputes all or any part of the Invoice, Charter School shall pay the undisputed portion of the charges, and shall deposit the disputed amount into escrow with an escrow company authorized to do business in the state of California or otherwise mutually agreed between the Parties, at Charter School's expense. The Parties agree to first attempt to resolve such disputes pursuant to the dispute resolution provisions in Charter School's approved charter petition, if any. The disputed amount shall remain in escrow until the payment dispute is resolved either through the dispute resolution process or by a final judgment from a court of competent jurisdiction. Any interest accrued on the escrowed funds shall be allocated to the Parties proportional to the same percentage the disputed payment amount is allocated at the resolution of the dispute.

In such instance where Charter School disputes its obligations to pay all or part of the invoiced amount, Charter School shall provide LAUSD with a notice entitled "Payment Under Protest" stating that Charter School plans to dispute such payment, with proof of deposit of funds into escrow provided by the escrow company. The Payment Under Protest notice shall be provided to LAUSD by the date that payment would have been due. Within thirty (30) days following the payment due date, Charter School shall provide another notice to LAUSD specifying in detail why Charter School is not required to pay all or part of such amount.

ARTICLE 4. TERMINATION

This Agreement may be terminated by either Party upon providing thirty (30) days' written notice of intent to terminate to the other Party. COVID TESTING SERVICES will be provided by the DISTRICT, and payments by Charter School will remain due and owing, for the notice period. Termination of this Agreement will not absolve Charter School of any outstanding payment obligations.

ARTICLE 5. INDEPENDENT CONTRACTOR RELATIONSHIP

LAUSD and Charter School intend and hereby agree and acknowledge that the relationship between LAUSD and Charter School is solely an independent contractor type relationship, and not a principal/agent, partnership, joint venture, employment or master/servant relationship. Charter School and LAUSD are acting on their own behalf and neither is operating as an agent of the other.

ARTICLE 6. COMPLIANCE WITH LAWS AND REGULATIONS

Charter School acknowledges that, due to the unprecedented nature of the COVID-19 pandemic, public health guidance issued by regulatory authorities has been changing rapidly. LAUSD shall use its best efforts to comply with all federal, State and local laws and regulations at all times in the provision of services under this Agreement.

ARTICLE 7. GENERAL PROVISIONS

7.1 NOTICES. Except where otherwise indicated in this Agreement, any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery by a representative of the Party giving such notice, or (b) overnight delivery by recognized overnight courier, or (c) United States mail, postage prepaid, registered or certified mail, or (d) facsimile or email (provided that the same shall be followed by delivery of a copy by one of the other permitted means of delivery). Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee at the address provided above; or, in the case of delivery service or certified or registered mail, as of the earlier of the date delivered or the date forty-eight (48) hours following the date deposited in the United States mail, at the address provided herein; or, if by facsimile or email, upon electronic confirmation of receipt. LAUSD and Charter School hereby agree that notices may be given hereunder by the Parties' respective legal counsel and that, if any communication is to be given hereunder by LAUSD's or Charter School's legal counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article.

7.2 GOVERNING LAW. This Agreement shall be governed by the laws of the State of California without regard to principles of conflict of law.

7.3 ENTIRE AGREEMENT/AMENDMENT. All Exhibits and Attachments are hereby fully incorporated into this Agreement. This Agreement contains all of the agreements of the Parties with respect to the matters covered hereby, and no prior agreements, oral or written, or understandings or representations of any nature whatsoever pertaining to any such matters shall be effective for any purpose unless expressly incorporated into the provisions of this Agreement. The provisions of this Agreement shall not be amended or altered except by an instrument in writing signed by both Parties.

7.4 WAIVER. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof. Consent to or approval of any act by one of the Parties hereto shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act, nor shall any custom or practice which may grow between the Parties in the administration of the terms hereof be deemed a waiver of, or in any way affect, the right of LAUSD to insist upon the performance by Charter School in strict accordance with said terms.

7.5 ASSIGNMENT. This Agreement shall not be assigned to any other person or entity. Subject to the provisions hereof relative to assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective Parties hereto.

7.6 TIME IS OF THE ESSENCE. Time is of the essence with respect to the performance or observance of each of the obligations, covenants, and agreements under this Agreement.

7.7 INVALIDITY / SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7.8 CAPTIONS. The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

7.9 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. A telefaxed or .pdf signature received via email shall have the same effect as an original wet signature.

7.10. FORCE MAJEURE. Whenever either Party hereto shall be required by the terms of this Agreement or by law to perform any act, work, labor, or services, or to perform and comply with any laws, rules, orders, ordinances, regulations, or zoning regulations, said Party shall not be deemed to be in default herein and the other Party shall not enforce or exercise any of its rights under this Agreement, if and so long as nonperformance or default herein shall be directly caused by strikes, unavailability of materials, war or national defense preemptions or civil disobedience,

governmental restrictions, alien invasion, or other similar causes beyond the reasonable control of the non-performing Party.

7.11 AUTHORIZATION TO SIGN AGREEMENT. If Charter School is a corporation, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with a duly adopted resolution of Charter School’s Board of Directors, and that this Agreement is binding upon Charter School in accordance with its terms. If Charter School is a partnership or trust, each individual executing this Agreement on behalf of Charter School represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of Charter School in accordance with the terms of such entity’s partnership agreement or trust agreement, respectively, and that this Agreement is binding upon Charter School in accordance with its terms, and Charter School shall, concurrently with its execution of this Agreement, deliver to LAUSD upon its request such certificates or written assurances from the partnership or trust as LAUSD may request authorizing the execution of this Agreement. Each individual executing this Agreement on behalf of LAUSD represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of LAUSD and this Agreement is binding upon LAUSD in accordance with its terms.

7.12 CONTACT. Questions, concerns, or issues regarding the COVID TESTING SERVICES should be addressed to Ms. Paulina Rock, Executive Director, COVID Response, at Paulina.rock@lausd.net.

ARTICLE 8. CONFIDENTIALITY.

The District shall maintain the confidentiality of all Charter School test subject protected health information in compliance with applicable HIPAA regulations and other applicable privacy laws.

ARTICLE 9. INDEMNITY.

Charter School shall indemnify, defend and hold harmless the District and its Board Members, administrators, employees, agents, attorneys, and contractors (collectively, “Indemnitees”) against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Agreement or Charter School’s performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission by Charter School, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement:

LAUSD:

LOS ANGELES UNIFIED SCHOOL DISTRICT

By _____
Name _____
Title _____

Date: _____

CHARTER SCHOOL:

XXXXXXXXXX SCHOOL

By _____
Name _____
Title _____

Date: _____

EXHIBIT "A"
DISTRICT RESPONSIBILITIES

DISTRICT shall provide the following COVID-19 testing and community engagement services:

1. "Gold-standard" polymerase chain reaction (PCR) testing regimen, including, but not limited to, laboratory test kits, sample collection, transportation of samples to lab, sample processing, and delivery of results to test State and local health officials and test subjects. The turnaround from test to result is estimated to be between 18 and 48 hours. SummerBio LLC (providing "gold standard" RT-qPCR COVID-19 nasal sample test) and Clinical Reference Laboratory, Inc. (providing saliva-based molecular test) are currently engaged to provide laboratory testing services. Additional laboratory test providers providing comparable services may be engaged at the discretion of the District.
2. Test administration by staff of specially trained health care professionals
3. Guidance to Charter School in exposure management
4. General medical oversight by a qualified physician
5. Test registration services, which may include access to an app or web portal.

**EXHIBIT “B”
CHARTER SCHOOL RESPONSIBILITIES**

Charter School shall:

1. Provide DISTRICT with the number of the students enrolled in the 2020-2021 school year, and the number of students and staff who will participate in the COVID-19 TESTING SERVICES program in the 2020-21 school year, using the attached COVID-19 Testing Services Enrollment form. Charter School may request to adjust its numbers up or down once per year by submitting a written request to DISTRICT. DISTRICT shall make reasonable efforts to implement the adjustments within 30 days of the request.
2. Cooperate with District staff to register test subjects.
3. Remit timely payment of COVID TESTING SERVICES Fees to the District as set forth in Section 3.3 of the Agreement.

COVID-19 Testing Services Enrollment

	2021-2021 (for informational purposes only)	2021- 2022
Enrollment		
Employees		
TOTAL		
Multiplied by:		\$250
FEE for COVID-19 Testing and Community Engagement		

BUSINESS AGREEMENT

This Business Agreement (“AGREEMENT”) is made and entered into effective as of the 1st day of August 2021, by and between Magnolia Education and Research Foundation, a California non-profit, located at 250 E. 1st St., Ste 1500, Los Angeles, CA 90012 (MERF), and PMH Laboratory, Inc. a California Corporation with address of 5862 Edinger Ave, Huntington Beach, CA 92649 (“PMH”).

Recitals:

WHEREAS, MERF is a non-profit organization which provides educational services throughout California, who wishes to seek out COVID-19 testing for their student body, employees and families for their benefit and mutual protection;

WHEREAS, PMH is a diagnostic laboratory accredited by COLA Inc. and certified under the Clinical Laboratory Improvement Act (“CLIA”);

WHEREAS, PMH maintains all licenses and/or certifications, as applicable, to provide COVID-19 antibody and molecular screening tests;

WHEREAS, PMH provides Clinical diagnostic laboratory COVID-19 testing services and provides reliable results to Clients;

WHEREAS, MERF desires, to contract with PMH to provide their student body, employees and families COVID-19 testing upon the terms and conditions herein set forth;

WHEREAS, PMH desires to provide nursing, phlebotomy and laboratory services to process COVID-19 tests conducted at various MERF locations; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

SECTION I

Definitions: The following terms used in this Agreement are defined as follows:

1. “Client” or “Clients” refers to the student body, employees and families of MERF to receive testing services.
2. “IgG/IgM Antibody” refers to COVID-19 testing to test for the presence of antibodies to COVID-19.
3. “RT-PCR” refers to real-time reverse transcription polymerase chain reaction testing to test for the presence of COVID-19 antigens.

4. “Patient” refers to the person or persons who undergoes the COVID-19 testing at any of Client’s locations.
5. “Insurance” refers to the Patient’s health insurance plan, government sponsored entity, or any other entity responsible for payment for the COVID-19 testing on behalf of Patient.
6. “Management System” refers to the data/client system where the information specific to the testing, Patient, Patient’s insurance, date of service, location of service, and any other relevant data are entered into.
7. “State licensed doctor” refers to any physician contracted by PMH to provide standing orders for the RT-PCR and/or IgG/IgM Antibody tests and/or physician contracted by PMH to be responsible for conveying test information to the Patient and/or notifying the appropriate public health authorities.
8. “Lab Scientist” refers to the PMH scientist responsible for handling test information and working with Clients and the appropriate public health authorities.
9. “Clinic” refers to the agreed upon venue and terms with Client including the type of testing (e.g., IgG/IgM Antibody and /or RT-PCR), quantity for each type of testing, turnaround time for results, specific locations, dates, and logistics for the testing between MERF and Client.

SECTION II

1. Division of Authority and Responsibility.

MERF will confirm with PMH, the Clinic where testing services will be performed. This Agreement will be initiated for each Client when MERF and PMH confirm with each other in writing (preferably email with reservation form) to provide their respective services to Client in accordance with MERF’s responsibilities and PMH’s responsibilities as delineated in Section II (1)(a) and (1)(b) and as otherwise provided in this Agreement.

(a) *MERF’s Responsibilities.*

1. Handle all scheduling for the Clinic(s) with the Client(s). This includes but is not limited to; finding a place to hold the Clinic, scheduling the Patients/Clients on an agreed upon time slot so that social distancing can be maintained, informing PMH of the basic needed demographic information for each Patient to be tested (ie name, test forms and spread-sheet for test times). Following up with patients to assure their presence at the Clinic for testing.

2. Confirm appointment(s) with PMH.
3. Assist with communications with Client(s) and Clinic(s).
4. Introduce PMH to the entity liaison/point of contact at each Clinic location (ie. School).
5. Assist with gathering needed information, signed contracts, patient forms, insurance billing information and execution thereof.

(b) ***PMH's Responsibilities.***

1. Create Master Clinic List and incorporate Clinics on Master Excel spreadsheet.
2. Create online appointment scheduling for Client.
3. Confirm appointment(s) with Client(s).
4. Order and pay for dry supplies (e.g., gloves, needles, band aids, cotton balls, and tourniquets)
5. Obtain and prepare shipping labels to Client, staffing agencies, or nurses.
6. Ship supplies to Client and/or nurses or staffing agencies.
7. Provide nurse(s), medical assistant's and/or phlebotomist(s) to be onsite and procure testing.
8. Contract with Staffing Agencies if needed.
9. Train nurse(s) and/or phlebotomist(s) with regard to conducting testing at Clinics.
10. Ensure Patient completes consent forms, demographic questions, and contact information, and provides insurance information and copy of government-issued identification cards.
11. Pack and prepare boxes for delivery of testing samples to PMH.
12. Get samples to PMH timely to accomplish Client's turnaround time taking into account PMH's processing time set forth in (b)(3) below.
13. Pay box packing staff, Staffing Agencies and or nurses/phlebotomists, and nurse coordinators.
14. Maintain insurance requirements as per Section III (1)

15. Enter Patients' data information into management system within twenty-four hours of receiving samples.
16. Process and move final test results entered into Management System within five (5) business days of receiving samples.
17. Bill Patient's insurance, third party, or Patient within ten (10) business days of receiving samples.
18. Ensure that the ordering provider(s) reviews all RT-PCR and/or IgG/IgM Antibody results.
19. Ensure that the PMH lab scientist or state licensed doctor will review all lab results and comply with all state and other mandates, regulations and guidelines including, but not limited to, reaching out to Patient within Seventy-two (72) hours of receiving any positive results for either the IgG/IgM Antibody and/or RT-PCR testing.
20. Within twenty-four (24) hours and/or as directed by the applicable public health regulations or agencies, notify the state licensed doctor or as directed by the applicable public health regulations or agencies, positive results of RT-PCR and /or IgG/IgM Antibody testing.
21. Report all results to local health department and/or as directed by the applicable public health agencies or regulations.
22. Pay all PMH personnel, staff, vendors, independent contractors, state licensed doctor and/or telemedicine consultants and any other person PMH hires.
23. Obtain all required permits from State or Local authorities to provide the services to the Clients under this Agreement and provide professionals trained and, if applicable, certified to provide all such testing. By commencing such testing PMH represents and warrants that it has obtained or is exempt from obtaining any permits and is providing appropriate personnel to perform the services under this Agreement.

2. Financial Arrangement

The parties agree that MERF will NOT be charged for the testing clinics unless the person being tested is both uninsured and undocumented. If a person being tested is both uninsured and undocumented, parties agree that PMH will be paid a cash price of \$100 per test by MERF within 45 days of testing.

Otherwise, reimbursement for the services provided by PMH will be solely through billing of the Patient's (student body, employee and/or family members) various health insurance companies.

If a patient does not have health insurance PMH agrees to seek reimbursement through the non-insured program in the CARES act. Furthermore, PMH will not charge a co-pay for any reason to any Patient.

3. Expenses and Costs of Testing

PMH agrees to pay the expenses and costs of testing. In summary, payments for out of pocket expenses and costs are as follows: PMH will pay for staffing, testing materials, packing test sample boxes and shipping test samples. PMH will pay for IgG and IgM slides, RT-PCR tests, laboratory equipment, standing orders for each state, telemedicine and state licensed doctor consultation fees.

The expenses and costs are detailed as follows:

- (a) PMH will pay:
 - (i) Shipping via UPS, FedEx or other shipping method of test samples.
 - (ii) Gas and mileage for delivery of test samples.
 - (iii) Delivery drivers.
 - (iv) Supplies (e.g., gloves, needles, band aids, cotton balls, and tourniquets)
 - (v) Nurse and phlebotomist staffing for nurses and phlebotomists who are independent contractors and Staffing Agencies.
 - (vi) Online scheduling software.
 - (vii) Nurse coordinator.
 - (viii) Sharps disposal.
 - (ix) Staff to pack supplies and ship boxes.
 - (x) Envelopes.
 - (xi) Stamps.
 - (xii) Hotel expenses for staff.
 - (xiii) Rental car for staff.
 - (xiv) Standing laboratory orders for each state.
 - (xv) Additional city or state licensing fees.
 - (xvi) Staffing for printing and sending test results to patients.
 - (xvii) Biller for insurance, third party and Patient invoices.
 - (xviii) All material for RT-PCR testing.
 - (xix) CLS Labor at 5862 Edinger Ave., Huntington Beach, CA 92649 and other PMH lab addresses.
 - (xx) Laboratory outsourcing samples to other laboratories (e.g., Gen X).
 - (xxi) Instrument supplies.
 - (xxii) Excel expert (e.g. Michael McConnell).
 - (xxiii) Reagent costs.
 - (xxiv) Data entry labor.
 - (xxv) Maintenance of all equipment and machines for IgG/IgM Antibody and RT-PCT

- testing.
- (xxvi) Courier services.
- (xxvii) 15% growth expense to service clientele, inclusive of hiring personnel, administrative costs, equipment/software upgrades, etc.
- (xxviii) Telemedicine and state licensed doctor consultation fees (not to exceed \$50 per Patient).

SECTION III

1. Insurance and Indemnification

As an express condition to Agreement becoming effective and remaining effective, PMH will maintain and comply with the insurance requirements set forth on Exhibit A. Each party (the “Indemnifying Party”) agrees to defend all claims of loss, indemnify and hold harmless the other party (the “Indemnified Party”) and its officers, agents, representatives and employees from any and all liability for personal injury (including injury due to contacting COVID-19), damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs or workers compensation claims, arising out of the breach of the Agreement by the Indemnifying Party or negligent acts or omissions or willful misconduct of the Indemnifying Party or its employees, officers, agents or representatives in the performance of this Agreement.

2. Protected Health Information

(a) The parties agree to not use or disclose Protected Health Information other than as required by law per 45 CFR 164.501.

(b) The parties agree to use appropriate safeguards to prevent use or disclosure of Protected Health Information.

(c) The parties agree to mitigate, to the extent practicable, any harmful effect that is known of a use or disclosure of Protected Health Information in violation of the Standard for Privacy of Individually Identifiable Health Information as per CFR part 160 and part 164, subparts A and E.

(d) Both parties agree to report as required by law any use or disclosure of Protected Health Information not provided by this Agreement.

(e) Both parties agree to document such disclosures of Protected Health Information and information related to such disclosures as would be required for either or both parties to

respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(f) The parties agree to take such action as is necessary to amend this section from time to time as is necessary for both parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(g) The respective rights and obligations of both parties of this section shall survive the termination of this Agreement.

(h) Any ambiguity in this Agreement shall be resolved to permit each party to comply with the Privacy rule.

3. Term and Termination.

This Agreement shall be for a term of one (1) year commencing on August 1, 2021. This Agreement may be terminated at any time, without cause, by giving the other party at least thirty (30) days' advance written notice, in which event this Agreement shall terminate on the future date specified in such notice. In addition, in the event of default by a party of any covenant or obligation hereof, which default is not cured within fifteen (15) days after receipt of written notice from the non-defaulting party describing such default (unless such default is not reasonably capable of being cured, if curable, within such 15 days then if the defaulting party fails to commence the curing of such default within such 15 days or thereafter fails to complete such cure within a reasonable time), the non-defaulting party may terminate this Agreement upon the giving of written notice of such termination.

4. Confidentiality of Business Records; Medical Files and Patient Records.

(a) All business records of any type or description created, used, disclosed to or otherwise learned by either party as a result of this Agreement shall be deemed to be confidential and proprietary information, and both parties agree that neither shall reveal, publish, communicate or otherwise disclose such information to a third party without the other party's prior written consent or process of law.

(b) In performing services hereunder, both parties warrant and agree they will make every reasonable effort to ensure that the services rendered hereunder shall fully comply with all applicable federal, state and local laws, rules and regulations. Specifically, but not by way of limitation, both parties warrant and agree they will make every reasonable effort to ensure its provision of services rendered hereunder shall comply with requirements imposed by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and will take such

actions as are necessary and appropriate in connection therewith, including, but not limited to the execution of additional agreements or arrangements with any other parties or entities relating to this Agreement.

5. Employee/Independent Contractor Status.

(a) In the performance of the duties and obligations of the parties under this Agreement, it is mutually understood and agreed that PMH's agents, staff, employees, business associates and independent contractors shall be, and at all times are, acting and performing as employees or independent contractors of PMH and all payments for salaries, benefits, withholdings or otherwise for such are the responsibility of PMH.

(b) In the performance of the duties and obligations of the parties under this Agreement, it is mutually understood and agreed that MERF's agents, staff, employees, business associates and independent contractors shall be, and at all times are, acting and performing as employees or independent contractors of MERF and all payments for salaries, benefits, withholdings or otherwise for such as the responsibility of MERF.

(c) The parties hereto are independent entities and nothing in this Agreement shall be construed to constitute either party as a partner, agent, employee or joint venturer of the other party in the performance of the duties and obligations contemplated herein.

6. Governing Law.

This Agreement will be governed by the laws of the State of California.

7. Entire Agreement.

This Agreement supersedes all prior agreements and understandings, whether written or oral, between the parties regarding the subject hereof and this Agreement constitutes the entire agreement of the parties regarding the subject hereof. No change or amendment of any of the terms or provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

8. Severability.

The provisions of this Agreement are severable. If any one or more of the provisions of this Agreement are held invalid by any court of competent jurisdiction or are voided or nullified for any reason, the remaining provisions and paragraphs shall continue in full force and effect and shall be binding on the parties so as to carry out the intent and purposes as nearly as possible; provided, however, that any final determination of invalidity which eliminates or minimizes the consideration due to either party hereunder shall entitle such party to terminate this Agreement.

9. Binding Effect and Assignment.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Neither party hereto may delegate its duties or assign its rights hereunder without the prior written consent of the other party.

10. Waiver.

No waiver of any provision of this Agreement shall operate or be construed as a waiver of any other provision.

12. Notices.

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered if delivered in person or sent by registered or certified, first class mail, postage prepaid to:

Magnolia Educational Research Foundation (MERF)
250 E. 1st St., Ste 1500
Los Angeles, CA 90012
Attn: _____

PMH Laboratory, Inc.
5862 Edinger Ave
Huntington Beach, CA 92649
Attn: Desiree Hedge, CEO

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

Magnolia Educational Research Foundation (MERF)

By: _____
Authorized Signor

PMH Laboratory, Inc.

By: _____
Jeffrey Greenman CLO

Cover Sheet

Review and Approval of Resolution revoking “Resolution Concerning Measures to Address the Organizational and Educational Impacts of the COVID-19 Virus”

Section: IV. Action Items
Item: F. Review and Approval of Resolution revoking “Resolution Concerning Measures to Address the Organizational and Educational Impacts of the COVID-19 Virus”
Purpose: Vote
Submitted by:
Related Material:
Resolution #20210810-01 to Revoke COVID-19 Resolutions.pdf



Board Agenda Item #	IV F: Action Item
Date:	August 10, 2021
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Alfredo Rubalcava, CEO & Superintendent
RE:	Review and Approval of Resolution to Revoke COVID-19 Resolutions

Proposed Board Motion

Recommend approval of Board Resolution #20210810-01 to revoke the Resolutions adopted and approved on March 13, 2020, March 20, 2020, March 27, 2020, April 2, 2020 and July 23, 2020 Resolutions Concerning Measures to Address the Organizational and Educational Impacts of the COVID-19 Virus.

Background

The Board approved Resolution #20200313-01 during the outset of the pandemic in anticipation of emergency closures and other emergency COVID-19 related emergencies. The Resolution closed the schools temporarily and included a grant of powers to the Chief Executive Officer (“CEO”) to close the schools on short notice, as needed. The policy also granted the CEO additional powers to circumvent certain policies as needed. In the time after Resolution #20200312-01 was approved, four updated resolutions were brought to the Board for approval as the ongoing effects of COVID-19 continued. Those Resolution include #20200320-01, #20200327-01, #20200402-01, and #20200723-01. Now that the schools have built in systems to address COVID-19, Resolution #20200313-01 and the following resolutions stated above are no longer necessary to assist the schools in responding to COVID-19 and may be revoked and repealed.

Budget Implications

None

Exhibits (attachments)

- Resolution #20210810-01
- Resolution #20200313-01 (approved on March 13, 2020)
- Resolution #20200320-01 (approved on March 20, 2020)
- Resolution #20200327-01 (approved on March 27, 2020)
- Resolution #20200402-01 (approved on April 2, 2020)
- Resolution #20200723-01 (approved on July 23, 2020)

Magnolia Educational & Research Foundation
Board of Directors
Resolution No. 20210810-1
CONCERNING REVOCATION OF PRIOR BOARD RESOLUTIONS
ADDRESSING IMPACTS OF COVID-19

WHEREAS, Magnolia Educational & Research Foundation operates ten (10) charter schools under the name of Magnolia Public Schools; and

WHEREAS, on March 4, 2020, Governor Newsom declared an emergency statewide relating to the coronavirus pandemic (“COVID-19”); and

WHEREAS, on March 13, 2020, Governor Newsom issued Executive Order N-26-20 directing the temporary closure of physical school sites and campuses across California; and

WHEREAS, the Board of Directors approved and adopted multiple resolutions, titled “Resolution Concerning Measures to Address the Organizational and Educational Impacts of the COVID-19 Virus,” which created alternate measures and procedures to allow Magnolia Public Schools to make certain limited emergency decisions and responses in light of the COVID-19 pandemic without the delay imposed by convening a Board meeting; and

WHEREAS, Magnolia Public Schools adopted long term systems and procedures for addressing COVID-19 since adoption of multiple resolutions; and

WHEREAS, in April 2021, Magnolia Public Schools re-opened its on-site campus locations for on-site student instruction; and

WHEREAS, in July 2021, Magnolia Public Schools established a return to on-site work for the vast majority of staff; and

WHEREAS, Magnolia Public Schools is able to operate without the alternate measures and procedures contained in multiple resolutions and those that came after and may safely return to the procedures established in school policy, charter petitions, Board procedures and Board bylaws.

NOW THEREFORE BE IT RESOLVED THAT THE Board of Directors of Magnolia Educational & Research Foundation hereby revokes and repeals Resolutions #20200313-01, #20200320-01, #20200327-01, #20200402-01, and #20200723-01 effective August 11, 2021.

PASSED AND ADOPTED by the Board of Directors of Magnolia Educational & Research Foundation on this 10th day of August 2021.

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary
Magnolia Educational & Research Foundation



Magnolia Educational & Research Foundation dba Magnolia Public Schools
Board of Directors
Resolution #20200313-01
CONCERNING MEASURES TO ADDRESS THE ORGANIZATIONAL AND
EDUCATIONAL IMPACTS OF THE COVID-19 VIRUS

WHEREAS, the Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MERF”) Board of Directors (the “MERF Board”) operates the following schools (each a “Magnolia School” and collectively the “Magnolia Schools”):

- Magnolia Science Academy 1 – Reseda
- Magnolia Science Academy 2 – Valley
- Magnolia Science Academy 3 – Carson
- Magnolia Science Academy 4 – Venice
- Magnolia Science Academy 5 – Los Lobos
- Magnolia Science Academy 6 – Palms
- Magnolia Science Academy 7 – Northridge
- Magnolia Science Academy 8 – Bell
- Magnolia Science Academy – Santa Ana
- Magnolia Science Academy – San Diego

WHEREAS, the safety and well-being of all students, staff, parents and stakeholders of the Magnolia Schools is paramount; and

WHEREAS, in December 2019, an outbreak of respiratory illness due to a coronavirus now known as COVID-19 was first identified in Wuhan City, China and has since as of the date hereof spread to more than 75 countries, including the United States; and

WHEREAS, on January 23, 2020 the national Centers for Disease Control (“CDC”) activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and

WHEREAS, on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the California Office of



Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS, on March 4, 2020 the Governor of the State of California declared an emergency statewide relating to COVID-19 and has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, MERF has been monitoring advice provided by all relevant authorities including the California Department of Education (“CDE”), the CDC, and the State and County health departments; and

WHEREAS, the number of confirmed cases of COVID-19 is growing at an alarming rate both around the world and in California; and

WHEREAS, as of the date hereof more than 9,400 Californians in 49 counties are in “home monitoring” based on travel-related exposure to the virus; and

WHEREAS, experts anticipate that, while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS, the Magnolia Schools have some students, staff and family members who are likely at risk of more serious symptoms as a result of other health conditions; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing MERF school policies and/or procedures for the Magnolia Schools might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19;

NOW, THEREFORE, BE IT RESOLVED THAT the MERF Board hereby directs the following:



1. Each Magnolia School shall be closed should its chartering authority, or local, state or federal government officials, including, but not limited to, the County Public Health Department (“Relevant Authorities”) direct or recommend the closure;
2. The Chief Executive Officer & Superintendent may close any Magnolia School for up to five (5) school days based on the Chief Executive Officer & Superintendent’s determination that it is necessary to protect student and/or staff health and safety; the Chief Executive Officer & Superintendent must seek the Board’s authority for any closure longer than five (5) school days;
3. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent may waive any Magnolia School or organization-wide policy or procedure to implement directives from Relevant Authorities;
4. The Chief Executive Officer & Superintendent shall have the authority to exclude anyone from a Magnolia School campus other than students and employees, including parents and volunteers, in order to minimize risk of COVID-19 exposure from the surrounding community;
5. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent or designee may exclude pupil(s) or employee(s) from a Magnolia School or school activities as necessary to implement guidance or directives from Relevant Authorities or applicable law;
6. The Chief Executive Officer & Superintendent or designee may hire additional staff or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the Chief Executive Officer & Superintendent deems necessary in his/her discretion to mitigate the actual or potential impacts of COVID-19. ;
7. The Chief Executive Officer & Superintendent or designee may direct that all parent meetings, conferences, discussions, or other required parent interactions be held telephonically in order to minimize potential exposure of Magnolia Schools’ students and staff by parents or other community members;
8. As necessary, the Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, is directed to negotiate revisions to employment agreements for unrepresented employees relating to impacts on the terms and



- conditions of employment caused by the actual or potential impacts of COVID-19;
9. As necessary, the Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, is directed to negotiate any necessary changes to or cancelations of other non-employment contracts in order to mitigate losses that MERF and the Magnolia Schools would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19;
 10. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel and or its authorizing agency, shall propose revisions to the academic calendar for the 2019-20 academic year, if necessary;
 11. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel and or its authorizing agency, shall prepare and file all necessary requests and supporting documentation to preserve full apportionment funding;
 12. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, may approve use of virtual, independent study or other programs designed to serve students who otherwise might be unserved or underserved;
 13. The Chief Executive Officer & Superintendent is directed to continuously inform families about updates to information and directives being received from Relevant Authorities; and
 14. The Chief Executive Officer & Superintendent shall keep the MERF Board and the Magnolia Schools's parents and staff informed of his/her implementation of the provisions of this Resolution.
 15. The Chief Executive Officer & Superintendent shall consult with MERF's insurer for any advisement as to how to deal with virus related issues.
 16. The Chief Executive Officer & Superintendent or designee shall ensure that services to special education students continue to be provided in off-campus locations when appropriate and possible in the event of a school closure.
 17. The Chief Executive Officer & Superintendent shall ensure that free and reduced-price meals are provided to students in the event of school closure unless this is impossible or commercially unreasonable.
 18. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent or designee may restrict or cancel



the use of Magnolia Schools's facilities by off-campus groups and may restrict or cancel extra-curricular activities, field trips, sports, or other school activities sponsored by student or parent groups.

19. The Chief Executive Officer & Superintendent, after consulting the MERF Board Chair, shall have the authority to exceed the level of expenditures that would ordinarily trigger the requirement to also obtain approval of the MERF Board Chair or MERF Board under Board fiscal policies in order to pay for expenses related to the items contained in this Resolution. However, the cumulative total of such expenses shall not reduce the impacted Magnolia Schools' unrestricted reserves lower than three (3) percent without prior approval of the MERF Board.

RESOLVED FURTHER, the Secretary or Assistant Secretary of the MERF Board, acting singly or together, be and hereby is and are authorized and directed to execute, acknowledge and deliver a certified copy of these resolutions to any person or agency which may require copies of these resolutions and that the certification of the Secretary or Assistant Secretary as to the signatures of the officers, agents or employees will be binding on MERF.

RESOLVED FURTHER, that the appropriate officers of MERF are hereby authorized and directed to take such additional actions, to execute and deliver such additional instruments, and to make such further determinations as may be necessary or appropriate to carry into effect the foregoing resolutions.

PASSED AND ADOPTED by the Board of Directors of the Magnolia Educational & Research Foundation dba Magnolia Public Schools on this 13th day of March 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:



Secretary

Magnolia Educational & Research Foundation dba Magnolia Public Schools



Magnolia Educational & Research Foundation dba Magnolia Public Schools
Board of Directors
Resolution #20200320-01
CONCERNING MEASURES TO ADDRESS THE ORGANIZATIONAL AND
EDUCATIONAL IMPACTS OF THE COVID-19 VIRUS

WHEREAS, the Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MERF”) Board of Directors (the “MERF Board”) operates the following schools (each a “Magnolia School” and collectively the “Magnolia Schools”):

- Magnolia Science Academy 1 – Reseda
- Magnolia Science Academy 2 – Valley
- Magnolia Science Academy 3 – Carson
- Magnolia Science Academy 4 – Venice
- Magnolia Science Academy 5 – Los Lobos
- Magnolia Science Academy 6 – Palms
- Magnolia Science Academy 7 – Northridge
- Magnolia Science Academy 8 – Bell
- Magnolia Science Academy – Santa Ana
- Magnolia Science Academy – San Diego

WHEREAS, the safety and well-being of all students, staff, parents and stakeholders of the Magnolia Schools is paramount; and

WHEREAS, in December 2019, an outbreak of respiratory illness due to a coronavirus now known as COVID-19 was first identified in Wuhan City, China and has since as of the date hereof spread to more than 75 countries, including the United States; and

WHEREAS, on January 23, 2020 the national Centers for Disease Control (“CDC”) activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and



WHEREAS, on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the California Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS, on March 4, 2020 the Governor of the State of California declared an emergency statewide relating to COVID-19 and has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, MERF has been monitoring advice provided by all relevant authorities including but not limited to the Magnolia Schools' chartering authorities, the California Department of Education ("CDE"), the Governor of the State of California, the CDC, and State and County health departments ("Relevant Authorities"); and

WHEREAS, the number of confirmed cases of COVID-19 is growing at an alarming rate both around the world and in California; and

WHEREAS, as of the date hereof more than 9,400 Californians in 49 counties are in "home monitoring" based on travel-related exposure to the virus; and

WHEREAS, experts anticipate that, while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS, the Magnolia Schools have some students, staff and family members who are likely at risk of more serious symptoms as a result of other health conditions; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing MERF school policies and/or procedures for the Magnolia Schools might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19;



WHEREAS, at a meeting held on March 13, 2020 the MERF Board adopted certain resolutions which, among other things, granted the Chief Executive Officer & Superintendent the authority to “close any Magnolia School for up to five (5) school days based on the Chief Executive Officer & Superintendent’s determination that it is necessary to protect student and/or staff health and safety; the Chief Executive Officer & Superintendent must seek the Board’s authority for any closure longer than five (5) school days”;

WHEREAS, based on current information regarding the COVID-19 virus and directives and guidelines provided by Relevant Authorities the MERF Board deems it in the best interests of MERF and the Magnolia Schools to supplement the Chief Executive Officer & Superintendent’s authority;

NOW, THEREFORE, BE IT RESOLVED THAT the MERF Board hereby directs the following:

1. Each Magnolia School shall be closed should its chartering authority, or local, state or federal government officials, including, but not limited to, the County Public Health Department (“Relevant Authorities”) direct or recommend the closure;
2. The Chief Executive Officer & Superintendent may close any Magnolia School for up to forty-five (45) school days based on the Chief Executive Officer & Superintendent’s determination that it is necessary to protect student and/or staff health and safety; the Chief Executive Officer & Superintendent must seek the Board’s authority for any closure longer than forty-five (45) school days;
3. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent may waive any Magnolia School or organization-wide policy or procedure to implement directives from Relevant Authorities;
4. The Chief Executive Officer & Superintendent shall have the authority to exclude anyone from a Magnolia School campus other than students and employees, including parents and volunteers, in order to minimize risk of COVID-19 exposure from the surrounding community;



5. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent or designee may exclude pupil(s) or employee(s) from a Magnolia School or school activities as necessary to implement guidance or directives from Relevant Authorities or applicable law;
6. The Chief Executive Officer & Superintendent or designee may hire additional staff or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the Chief Executive Officer & Superintendent deems necessary in his/her discretion to mitigate the actual or potential impacts of COVID-19;
7. The Chief Executive Officer & Superintendent or designee may direct that all parent meetings, conferences, discussions, or other required parent interactions be held telephonically in order to minimize potential exposure of Magnolia Schools' students and staff by parents or other community members;
8. As necessary, the Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, is directed to negotiate revisions to employment agreements for unrepresented employees relating to impacts on the terms and conditions of employment caused by the actual or potential impacts of COVID-19;
9. As necessary, the Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, is directed to negotiate any necessary changes to or cancelations of other non-employment contracts in order to mitigate losses that MERF and the Magnolia Schools would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19;
10. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel and or its authorizing agency, shall propose revisions to the academic calendar for the 2019-20 academic year, if necessary;
11. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel and or its authorizing agency, shall prepare and file all necessary requests and supporting documentation to preserve full apportionment funding;
12. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, may approve use of virtual, independent study or other programs designed to serve students who otherwise might be unserved or underserved;



13. The Chief Executive Officer & Superintendent is directed to continuously inform families about updates to information and directives being received from Relevant Authorities; and
14. The Chief Executive Officer & Superintendent shall keep the MERF Board and the Magnolia Schools's parents and staff informed of his implementation of the provisions of this Resolution.
15. The Chief Executive Officer & Superintendent shall consult with MERF's insurer for any advisement as to how to deal with virus related issues.
16. The Chief Executive Officer & Superintendent or designee shall ensure that services to special education students continue to be provided in off-campus locations when appropriate and possible in the event of a school closure.
17. The Chief Executive Officer & Superintendent shall ensure that free and reduced-price meals are provided to students in the event of school closure unless this is impossible or commercially unreasonable.
18. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent or designee may restrict or cancel the use of Magnolia Schools's facilities by off-campus groups and may restrict or cancel extra-curricular activities, field trips, sports, or other school activities sponsored by student or parent groups.
19. The Chief Executive Officer & Superintendent, after consulting the MERF Board Chair, shall have the authority to exceed the level of expenditures that would ordinarily trigger the requirement to also obtain approval of the MERF Board Chair or MERF Board under Board fiscal policies in order to pay for expenses related to the items contained in this Resolution. However, the cumulative total of such expenses shall not reduce the impacted Magnolia Schools' unrestricted reserves lower than three (3) percent without prior approval of the MERF Board.

RESOLVED FURTHER, except as modified by these Resolutions, the resolutions passed and adopted by the MERF Board on March 13, 2020 shall remain in full force and effect.

RESOLVED FURTHER, the Secretary or Assistant Secretary of the MERF Board, acting singly or together, be and hereby is and are authorized and directed to execute,



acknowledge and deliver a certified copy of these resolutions to any person or agency which may require copies of these resolutions and that the certification of the Secretary or Assistant Secretary as to the signatures of the officers, agents or employees will be binding on MERF.

RESOLVED FURTHER, that the appropriate officers of MERF are hereby authorized and directed to take such additional actions, to execute and deliver such additional instruments, and to make such further determinations as may be necessary or appropriate to carry into effect the foregoing resolutions.

PASSED AND ADOPTED by the Board of Directors of the Magnolia Educational & Research Foundation dba Magnolia Public Schools on this 20th day of March 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary of
Magnolia Educational & Research Foundation
dba Magnolia Public Schools



Magnolia Educational & Research Foundation dba Magnolia Public Schools
Board of Directors
Resolution #20200327-01
CONCERNING MEASURES TO ADDRESS THE ORGANIZATIONAL AND
EDUCATIONAL IMPACTS OF THE COVID-19 VIRUS

WHEREAS, the Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MERF”) Board of Directors (the “MERF Board”) operates the following schools (each a “Magnolia School” and collectively the “Magnolia Schools”):

- Magnolia Science Academy 1 – Reseda
- Magnolia Science Academy 2 – Valley
- Magnolia Science Academy 3 – Carson
- Magnolia Science Academy 4 – Venice
- Magnolia Science Academy 5 – Los Lobos
- Magnolia Science Academy 6 – Palms
- Magnolia Science Academy 7 – Northridge
- Magnolia Science Academy 8 – Bell
- Magnolia Science Academy – Santa Ana
- Magnolia Science Academy – San Diego

WHEREAS, the safety and well-being of all students, staff, parents and stakeholders of the Magnolia Schools is paramount; and

WHEREAS, in December 2019, an outbreak of respiratory illness due to a coronavirus now known as COVID-19 was first identified in Wuhan City, China and has since as of the date hereof spread to more than 75 countries, including the United States; and

WHEREAS, on January 23, 2020 the national Centers for Disease Control (“CDC”) activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and



WHEREAS, on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the California Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS, on March 4, 2020 the Governor of the State of California declared an emergency statewide relating to COVID-19 and has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, MERF has been monitoring advice provided by all relevant authorities including but not limited to the Magnolia Schools' chartering authorities, the California Department of Education ("CDE"), the Governor of the State of California, the CDC, and State and County health departments ("Relevant Authorities"); and

WHEREAS, the number of confirmed cases of COVID-19 is growing at an alarming rate both around the world and in California; and

WHEREAS, as of the date hereof more than 9,400 Californians in 49 counties are in "home monitoring" based on travel-related exposure to the virus; and

WHEREAS, experts anticipate that, while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS, the Magnolia Schools have some students, staff and family members who are likely at risk of more serious symptoms as a result of other health conditions; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing MERF school policies and/or procedures for the Magnolia Schools might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19;



WHEREAS, at a meeting held on March 13, 2020 the MERF Board adopted certain resolutions which, among other things, granted the Chief Executive Officer & Superintendent the authority to “close any Magnolia School for up to five (5) school days based on the Chief Executive Officer & Superintendent’s determination that it is necessary to protect student and/or staff health and safety; the Chief Executive Officer & Superintendent must seek the Board’s authority for any closure longer than five (5) school days”;

WHEREAS, based on current information regarding the COVID-19 virus and directives and guidelines provided by Relevant Authorities the MERF Board deems it in the best interests of MERF and the Magnolia Schools to supplement the Chief Executive Officer & Superintendent’s authority;

NOW, THEREFORE, BE IT RESOLVED THAT the MERF Board hereby directs the following:

1. Each Magnolia School shall be closed should its chartering authority, or local, state or federal government officials, including, but not limited to, the County Public Health Department (“Relevant Authorities”) direct or recommend the closure;
2. The Chief Executive Officer & Superintendent may close any Magnolia School from March 30, 2020 to May 4, 2020 based on the Chief Executive Officer & Superintendent’s determination that it is necessary to protect student and/or staff health and safety; the Chief Executive Officer & Superintendent must seek the Board’s authority for any closure after May 4, 2020.
3. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent may waive any Magnolia School or organization-wide policy or procedure to implement directives from Relevant Authorities;
4. The Chief Executive Officer & Superintendent shall have the authority to exclude anyone from a Magnolia School campus other than students and employees, including parents and volunteers, in order to minimize risk of COVID-19 exposure from the surrounding community;



5. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent or designee may exclude pupil(s) or employee(s) from a Magnolia School or school activities as necessary to implement guidance or directives from Relevant Authorities or applicable law;
6. The Chief Executive Officer & Superintendent or designee may hire additional staff or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the Chief Executive Officer & Superintendent deems necessary in his/her discretion to mitigate the actual or potential impacts of COVID-19;
7. The Chief Executive Officer & Superintendent or designee may direct that all parent meetings, conferences, discussions, or other required parent interactions be held telephonically in order to minimize potential exposure of Magnolia Schools' students and staff by parents or other community members;
8. As necessary, the Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, is directed to negotiate revisions to employment agreements for unrepresented employees relating to impacts on the terms and conditions of employment caused by the actual or potential impacts of COVID-19;
9. As necessary, the Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, is directed to negotiate any necessary changes to or cancelations of other non-employment contracts in order to mitigate losses that MERF and the Magnolia Schools would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19;
10. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel and or its authorizing agency, shall propose revisions to the academic calendar for the 2019-20 academic year, if necessary;
11. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel and or its authorizing agency, shall prepare and file all necessary requests and supporting documentation to preserve full apportionment funding;
12. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, may approve use of virtual, independent study or other programs designed to serve students who otherwise might be unserved or underserved;



13. The Chief Executive Officer & Superintendent is directed to continuously inform families about updates to information and directives being received from Relevant Authorities; and
14. The Chief Executive Officer & Superintendent shall keep the MERF Board and the Magnolia Schools's parents and staff informed of his implementation of the provisions of this Resolution.
15. The Chief Executive Officer & Superintendent shall consult with MERF's insurer for any advisement as to how to deal with virus related issues.
16. The Chief Executive Officer & Superintendent or designee shall ensure that services to special education students continue to be provided in off-campus locations when appropriate and possible in the event of a school closure.
17. The Chief Executive Officer & Superintendent shall ensure that free and reduced-price meals are provided to students in the event of school closure unless this is impossible or commercially unreasonable.
18. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent or designee may restrict or cancel the use of Magnolia Schools's facilities by off-campus groups and may restrict or cancel extra-curricular activities, field trips, sports, or other school activities sponsored by student or parent groups.
19. The Chief Executive Officer & Superintendent, after consulting the MERF Board Chair, shall have the authority to exceed the level of expenditures that would ordinarily trigger the requirement to also obtain approval of the MERF Board Chair or MERF Board under Board fiscal policies in order to pay for expenses related to the items contained in this Resolution. However, the cumulative total of such expenses shall not reduce the impacted Magnolia Schools' unrestricted reserves lower than three (3) percent without prior approval of the MERF Board.

RESOLVED FURTHER, except as modified by these Resolutions, the resolutions passed and adopted by the MERF Board on March 13, 2020 and on March 20, 2020 shall remain in full force and effect.

RESOLVED FURTHER, the Secretary or Assistant Secretary of the MERF Board, acting singly or together, be and hereby is and are authorized and directed to execute,



acknowledge and deliver a certified copy of these resolutions to any person or agency which may require copies of these resolutions and that the certification of the Secretary or Assistant Secretary as to the signatures of the officers, agents or employees will be binding on MERF.

RESOLVED FURTHER, that the appropriate officers of MERF are hereby authorized and directed to take such additional actions, to execute and deliver such additional instruments, and to make such further determinations as may be necessary or appropriate to carry into effect the foregoing resolutions.

PASSED AND ADOPTED by the Board of Directors of the Magnolia Educational & Research Foundation dba Magnolia Public Schools on this 27th day of March 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

Secretary of
Magnolia Educational & Research Foundation
dba Magnolia Public Schools



**Magnolia Educational & Research Foundation dba Magnolia Public Schools
Board of Directors
Resolution #20200402-02
CONCERNING MEASURES TO ADDRESS THE ORGANIZATIONAL AND
EDUCATIONAL IMPACTS OF THE COVID-19 VIRUS**

WHEREAS, the Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MERF”) Board of Directors (the “MERF Board”) operates the following schools (each a “Magnolia School” and collectively the “Magnolia Schools”):

- Magnolia Science Academy 1 – Reseda
- Magnolia Science Academy 2 – Valley
- Magnolia Science Academy 3 – Carson
- Magnolia Science Academy 4 – Venice
- Magnolia Science Academy 5 – Los Lobos
- Magnolia Science Academy 6 – Palms
- Magnolia Science Academy 7 – Northridge
- Magnolia Science Academy 8 – Bell
- Magnolia Science Academy – Santa Ana
- Magnolia Science Academy – San Diego

WHEREAS, the safety and well-being of all students, staff, parents and stakeholders of the Magnolia Schools is paramount; and

WHEREAS, in December 2019, an outbreak of respiratory illness due to a coronavirus now known as COVID-19 was first identified in Wuhan City, China and has since as of the date hereof spread to more than 75 countries, including the United States; and

WHEREAS, on January 23, 2020 the national Centers for Disease Control (“CDC”) activated its Emergency Response System to provide ongoing support for the response to COVID-19 across the country; and



WHEREAS, on January 24, 2020, the California Department of Public Health activated its Medical and Health Coordination Center and on March 2, 2020, the California Office of Emergency Services activated the State Operations Center to support and guide state and local actions to preserve public health; and

WHEREAS, on March 4, 2020 the Governor of the State of California declared an emergency statewide relating to COVID-19 and has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, MERF has been monitoring advice provided by all relevant authorities including but not limited to the Magnolia Schools' chartering authorities, the California Department of Education ("CDE"), the Governor of the State of California, the CDC, and State and County health departments ("Relevant Authorities"); and

WHEREAS, the number of confirmed cases of COVID-19 is growing at an alarming rate both around the world and in California; and

WHEREAS, as of the date hereof more than 9,400 Californians in 49 counties are in "home monitoring" based on travel-related exposure to the virus; and

WHEREAS, experts anticipate that, while a high percentage of individuals affected by COVID-19 will experience mild flu-like symptoms, some will have more serious symptoms and require hospitalization, particularly individuals who are elderly or already have underlying chronic health conditions; and

WHEREAS, the Magnolia Schools have some students, staff and family members who are likely at risk of more serious symptoms as a result of other health conditions; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing MERF school policies and/or procedures for the Magnolia Schools might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19;



WHEREAS, at a meeting held on March 27, 2020 the MERF Board adopted certain resolutions which, among other things, granted the Chief Executive Officer & Superintendent the authority to “close any Magnolia School from March 30, 2020 to May 4, 2020 , based on the Chief Executive Officer & Superintendent’s determination that it is necessary to protect student and/or staff health and safety; the Chief Executive Officer & Superintendent must seek the Board’s authority for any closure after May 4, 2020;

WHEREAS, based on current information regarding the COVID-19 virus and directives and guidelines provided by Relevant Authorities the MERF Board deems it in the best interests of MERF and the Magnolia Schools to supplement the Chief Executive Officer & Superintendent’s authority;

NOW, THEREFORE, BE IT RESOLVED THAT the MERF Board hereby directs the following:

1. Each Magnolia School shall be closed should its chartering authority, or local, state or federal government officials, including, but not limited to, the County Public Health Department (“Relevant Authorities”) direct or recommend the closure;
2. The Chief Executive Officer & Superintendent may close any Magnolia School through June 12, 2020 based on the Chief Executive Officer & Superintendent’s determination that it is necessary to protect student and/or staff health and safety; the Chief Executive Officer & Superintendent must seek the Board’s authority for any closure after June 12, 2020.
3. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent may waive any Magnolia School or organization-wide policy or procedure to implement directives from Relevant Authorities;
4. The Chief Executive Officer & Superintendent shall have the authority to exclude anyone from a Magnolia School campus other than students and employees, including parents and volunteers, in order to minimize risk of COVID-19 exposure from the surrounding community;



5. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent or designee may exclude pupil(s) or employee(s) from a Magnolia School or school activities as necessary to implement guidance or directives from Relevant Authorities or applicable law;
6. The Chief Executive Officer & Superintendent or designee may hire additional staff or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the Chief Executive Officer & Superintendent deems necessary in his/her discretion to mitigate the actual or potential impacts of COVID-19;
7. The Chief Executive Officer & Superintendent or designee may direct that all parent meetings, conferences, discussions, or other required parent interactions be held telephonically in order to minimize potential exposure of Magnolia Schools' students and staff by parents or other community members;
8. As necessary, the Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, is directed to negotiate revisions to employment agreements for unrepresented employees relating to impacts on the terms and conditions of employment caused by the actual or potential impacts of COVID-19;
9. As necessary, the Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, is directed to negotiate any necessary changes to or cancelations of other non-employment contracts in order to mitigate losses that MERF and the Magnolia Schools would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19;
10. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel and or its authorizing agency, shall propose revisions to the academic calendar for the 2019-20 academic year, if necessary;
11. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel and or its authorizing agency, shall prepare and file all necessary requests and supporting documentation to preserve full apportionment funding;
12. The Chief Executive Officer & Superintendent, in consultation with MERF legal counsel, may approve use of virtual, independent study or other programs designed to serve students who otherwise might be unserved or underserved;



13. The Chief Executive Officer & Superintendent is directed to continuously inform families about updates to information and directives being received from Relevant Authorities; and
14. The Chief Executive Officer & Superintendent shall keep the MERF Board and the Magnolia Schools's parents and staff informed of his implementation of the provisions of this Resolution.
15. The Chief Executive Officer & Superintendent shall consult with MERF's insurer for any advisement as to how to deal with virus related issues.
16. The Chief Executive Officer & Superintendent or designee shall ensure that services to special education students continue to be provided in off-campus locations when appropriate and possible in the event of a school closure.
17. The Chief Executive Officer & Superintendent shall ensure that free and reduced-price meals are provided to students in the event of school closure unless this is impossible or commercially unreasonable.
18. In order to immediately protect the health and safety of pupils and employees, the Chief Executive Officer & Superintendent or designee may restrict or cancel the use of Magnolia Schools's facilities by off-campus groups and may restrict or cancel extra-curricular activities, field trips, sports, or other school activities sponsored by student or parent groups.
19. The Chief Executive Officer & Superintendent, after consulting the MERF Board Chair, shall have the authority to exceed the level of expenditures that would ordinarily trigger the requirement to also obtain approval of the MERF Board Chair or MERF Board under Board fiscal policies in order to pay for expenses related to the items contained in this Resolution. However, the cumulative total of such expenses shall not reduce the impacted Magnolia Schools' unrestricted reserves lower than three (3) percent without prior approval of the MERF Board.

RESOLVED FURTHER, except as modified by these Resolutions, the resolutions passed and adopted by the MERF Board on March 13th, 20th, and 27th, 2020 shall remain in full force and effect.

RESOLVED FURTHER, the Secretary or Assistant Secretary of the MERF Board, acting singly or together, be and hereby is and are authorized and directed to execute,



acknowledge and deliver a certified copy of these resolutions to any person or agency which may require copies of these resolutions and that the certification of the Secretary or Assistant Secretary as to the signatures of the officers, agents or employees will be binding on MERF.

RESOLVED FURTHER, that the appropriate officers of MERF are hereby authorized and directed to take such additional actions, to execute and deliver such additional instruments, and to make such further determinations as may be necessary or appropriate to carry into effect the foregoing resolutions.

PASSED AND ADOPTED by the Board of Directors of the Magnolia Educational & Research Foundation dba Magnolia Public Schools on this 2nd day of April 2020.

AYES:

NOES:

ABSTAIN:

ABSENT:

Barbara Torres
Secretary of
Magnolia Educational & Research
Foundation dba Magnolia Public Schools

**Magnolia Educational & Research Foundation dba Magnolia Public Schools
Board of Directors (the “Magnolia Board”)**

Resolution #20200723-01

**CONCERNING MEASURES TO ADDRESS ONGOING IMPACTS OF COVID-19
DURING SCHOOL RE-OPENING**

WHEREAS, Magnolia Educational & Research Foundation, doing business as Magnolia Public Schools (“**Magnolia**”), manages, operates and directs the operations of Magnolia Science Academy 1 Reseda, Magnolia Science Academy 2 Valley, Magnolia Science Academy 3 Carson, Magnolia Science Academy 4 Venice, Magnolia Science Academy 5 Lobos, Magnolia Science Academy 6 Palms, Magnolia Science Academy 7 Northridge, Magnolia Science Academy 8 Bell, Magnolia Science Academy San Diego, and Magnolia Science Academy Santa Ana (each a “**Magnolia School**” and collectively the “**Magnolia Schools**”) in California; and

WHEREAS, the safety and well-being of all students, employees, parents and stakeholders of the Magnolia Schools is paramount; and

WHEREAS, equitable access to educational programs is essential for the student population that the Magnolia Schools serve; and

WHEREAS, on March 4, 2020 the Governor of the State of California (the “**Governor**”) declared a statewide emergency relating to the COVID-19 pandemic; and

WHEREAS, the Governor has directed state agencies to provide updated and specific guidance to schools; and

WHEREAS, the Governor has issued Executive Orders pertaining to school closures and other COVID-19 mitigation issues; and

WHEREAS, Magnolia has been monitoring advice provided by local, state, and federal authorities including, but not limited to, the California Department of Education (“**CDE**”), Los Angeles County Office of Education (“**LACOE**”), Los Angeles Unified School District (“**LAUSD**”), San Diego Unified School District (“**SDUSD**”), the federal Centers for Disease Control and Prevention (“**CDC**”), Governor’s Office, California Department of Public Health (“**CDPH**”), the Health Officer of the County of San Diego, the Orange County Health Officer, and Los Angeles County Department of Public Health (“**LACDPH**”) (collectively, the “**Relevant Authorities**”); and

WHEREAS, guidance and directives from Relevant Authorities continues to rapidly evolve in response to new scientific knowledge, as well as changes to local infection rates in the communities served by the Magnolia Schools; and

WHEREAS, time will often be of the essence in responding to new guidance and directives issued by Relevant Authorities in order to protect the health of our students, employees and campus visitors, if allowed by Magnolia; and

WHEREAS, the Magnolia Board previously authorized the closure of all of the Magnolia Schools in response to the pandemic and distance learning was provided to students through the end of the 2019-20 academic year; and

WHEREAS, the CDE issued guidance pertaining to school re-openings on June 8, 2020; and

WHEREAS, LACOE recently issued guidance in the form of a reopening checklist for the 2020-21 school year relating to many aspects of school operations; and

WHEREAS, on July 17, 2020 the Governor issued an updated order requiring that schools in the state commence the 2020-21 school year in distance learning unless they are located in a county that has been off the State's Monitoring list for 14, days, and the State of California through the CDPH issued revised re-opening criteria that provides "[s]chools and school districts may reopen for in-person instruction at any time if they are located in a local health jurisdiction (LHJ) that has not been on the county. monitoring list within the prior 14 days. If the LHJ has been on the monitoring list within the last 14 days, the school must conduct distance learning only, until their LHJ has been off the monitoring list for at least 14 days..."; and

WHEREAS, the Los Angeles County Public Health Officer, the Health Officer of the County of San Diego, and the Orange County Health Officer have ongoing authority to take steps as necessary to protect the health of students and the general public in their respective counties and we do not know at this time whether some or all of the Magnolia Schools' campuses will be allowed to re-open, re-open with modifications, or not re-open at all; and

WHEREAS, Magnolia must begin taking steps to plan for re-opening in order to be able to re-open safely and smoothly if and when re-opening is permitted; and

WHEREAS, the Magnolia Board anticipates that guidance from federal, state, and local officials will continue to change in response to the rapidly evolving pandemic and this necessitates a broad delegation of authority to the Magnolia Schools' leadership team to respond in real time both to the pandemic and issues caused by the pandemic; and

WHEREAS, the pandemic has also caused substantial economic disruption to the State of California that will impact the Magnolia Schools' public funding in significant but as yet unknown ways that necessitate the Board delegating more authority to the Chief Executive Officer (the "CEO") to manage the budgets of the Magnolia Schools in the context of reduced and/or delayed state funding; and

WHEREAS, there are numerous legal and organizational impacts to decisions made in response to the COVID-19 virus and strict adherence to provisions in existing school policies

and/or procedures of the Charter School might prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of COVID-19; and

WHEREAS, the prior Resolution #202004-02 adopted by the Magnolia Board relating to the pandemic did not specifically address issues that might arise for the 2020-21 academic year and beyond and the Magnolia Board now wishes this Resolution to supersede the prior Resolution;

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors of Magnolia directs the following:

1. The CEO is authorized to develop and implement a plan for re-opening schools (the “**Plan**”) in Fall 2020 in accordance with guidance and/or directives from the chartering authority, and local, state or federal government officials, including, but not limited to, Relevant Authorities.
2. The Plan shall include, but is not limited to: (a) any changes necessary to comply with public health guidance and directives from Relevant Authorities (e.g., physical distancing requirements, cleaning requirements, screening requirements, hygiene training, protective equipment, quarantine area(s), transportation plans and vehicle infection control, Cal/OSHA requirements, lunch and recess period procedures, nutrition service changes, addressing needs of students and employees with underlying health conditions, etc.); and (b) changes to each school’s educational program (e.g., changes necessary to support physical distancing, instructional schedule, assessment of student needs and progress, interventions, social-emotional learning, technology needs, meeting the needs of special education students and English Learners, distance learning options, etc.) including the before-and-after school programs, the day care programs, the professional development and training of employees, and the engagement and communication with stakeholders relating to the Plan. Communications relating to the pandemic and the Plan will be translated into languages spoken by families at home to the extent practicable.
3. The CEO shall review and update the Emergency Preparedness Plan, School Safety Plan, Continuity of Operations Plan, and Health and Safety Policy for COVID-19 and Injury and Illness Prevention Plan COVID-19 Addendum of the Magnolia Schools as necessary to comply with guidance and directives from Relevant Authorities and other government agencies.
4. The CEO shall have the authority to close one or more of the Magnolia Schools during some or all of the 2020-21 academic year should the chartering authority, or local, state, or federal government officials, including, but not limited to Relevant Authorities, direct or recommend the closure as a result of a resurgence of COVID-19 or some other health emergency.
5. The CEO or designee shall have the additional authority to direct the closure of one or more of the Magnolia Schools or classrooms or facilities for additional periods not covered in Paragraph 4 based on the CEO’s determination that it is necessary to protect

student and/or employee health and safety as a result of a resurgence of COVID-19 or some other health emergency.

6. In order to immediately protect the health and safety of students and/or employees, the CEO may waive any school or organization-wide policy or procedure to implement directives and/or guidance from Relevant Authorities.
7. The CEO shall have the authority to exclude anyone from school campus(es) other than students and employees, including parents and volunteers, in order to minimize risk of COVID-19 exposure from the surrounding community.
8. In order to immediately protect the health and safety of students and employees, the CEO or designee may exclude students or employees from school or school activities as necessary to implement guidance or directives from Relevant Authorities or applicable law.
9. The CEO or designee may hire additional employees or independent contractors as necessary or convenient for purposes of performing tasks recommended by Relevant Authorities or that the CEO deems necessary in their discretion to mitigate the actual or potential impacts of COVID-19.
10. As necessary, the CEO, in consultation with Magnolia legal counsel, is directed to negotiate any necessary changes to or cancelations of other nonemployment contracts in order to mitigate losses that the Magnolia School would otherwise incur, or to provide different levels and types of services needed, as a result of actual or potential impacts of COVID-19.
11. The CEO or designee may direct that some or all parent meetings, conferences, discussions, or other required parent interactions be held telephonically in order to minimize potential exposure of students and employees by parents or other community members.
12. As necessary, the CEO, in consultation with Magnolia legal counsel, is directed to negotiate and implement revisions to employment agreements for employees relating to impacts on the terms and conditions of employment caused by the actual or potential impacts of COVID-19.
13. The CEO is authorized to implement layoffs, furloughs, salary freezes, and salary reductions to the extent permitted under any applicable employment contracts and state law in order to effectuate the provisions of this Resolution and to maintain fiscal solvency notwithstanding cuts and deferrals of funding from the State of California.
14. The CEO, in consultation with Magnolia's granting agencies, if required, may implement revisions to the academic calendar for the 2020-21 academic year, if necessary.

15. The CEO or Chief Financial Officer shall prepare and file all necessary requests and supporting documentation to preserve full apportionment funding.
16. The CEO may continue to approve use of virtual, independent study or other distance learning programs designed to serve students who otherwise might be unserved.
17. The CEO or designee may restrict or cancel the use of school facilities by off-campus groups and may restrict or cancel extra-curricular activities, field trips, sports, or other school activities sponsored by student or parent groups.
18. The CEO shall have the authority to reduce expenditures in any budget category and re-allocate these funds to cover costs associated with re-opening and operating the Magnolia Schools in accordance with guidance and directives of Relevant Authorities and the Plan.
19. The CEO, after consulting the Magnolia Board Chair, shall have the authority to exceed the \$25,000 limit that would ordinarily trigger the requirement to also obtain approval of the Board of Directors under Board fiscal policies in order to pay for expenses related to the implementation of guidance and directives from Relevant Authorities and other government agencies relating to the re-opening or operation of Magnolia Schools and to implement the Plan. However, the cumulative total of such expenses shall not reduce the unrestricted reserves of any Magnolia School to lower than three percent (3%) without prior approval of the Magnolia Board. Additionally, all such expenditures shall be reported to the Board and ratified at the Board's next regularly scheduled meeting. The CEO and Board Chair shall be mindful of the Magnolia Schools' current fiscal condition in authorizing such expenditures.
20. The CEO is authorized to enter into contracts for loans, revenue anticipation notes, and receivable sales to provide cash flow financing to the Magnolia Schools that is necessary to cover deferrals in state apportionment payments to the Magnolia Schools. The CEO shall provide advance notice to the Board of such financing transactions whenever possible and will consult with the Magnolia Board Chair regarding all such financing transactions.
21. The CEO is authorized to seek material revisions to charters of the Magnolia Schools, as necessary, to implement the Plan to reopen schools, other changes that may be necessary to ensure the fiscal stability of Magnolia and the Magnolia Schools, or to maintain the educational excellence of the Magnolia Schools' programs during the pandemic.
22. The CEO shall have the authority to commence, defend, and settle litigation on behalf of Magnolia and the Magnolia Schools that relates to or arises out of the pandemic. This authority shall include, but not be limited to claims and lawsuits relating to employees, students, parents, and volunteers who bring claims due to illness or that arise as a result of the Magnolia Schools implementing the Plan or guidance and directives of Relevant Authorities or other government agencies. The CEO shall notify

the Board of Directors of any lawsuit or claim brought against Magnolia or its Magnolia Schools within thirty (30) days.

- 23. The CEO is authorized to seek and accept donations from private sources and to apply for and accept funding from public sources including, but not limited to disaster relief funds, to cover the costs of implementing the Plan and/or following the guidance and directives of Relevant Authorities.
- 24. The CEO shall consult with the Magnolia Schools’ insurer and/or legal counsel for any advice as to how to deal with virus-related issues.
- 25. The CEO is directed to inform families about the Plan and updates to information and directives being received from Relevant Authorities relating to the pandemic as determined in the CEO’s reasonable judgment.
- 26. The CEO shall keep the Magnolia Board informed of the implementation of the provisions of this Resolution. In addition, the CEO shall keep the Magnolia Schools’ parents updated on development and implementation of the Plan.
- 27. In anticipation that the pandemic may continue past the 2020-21 academic year, this Resolution shall remain in effect through June 30, 2022 unless modified or terminated prior to that time by action of the Magnolia Board.
- 28. The CEO may delegate the powers and obligations set forth in these resolutions to one or more designees to facilitate and carry out the intent and purpose of these Resolutions.

PASSED AND ADOPTED by the Board of Directors of Magnolia Educational & Research Foundation dba Magnolia Public Schools on this 23rd day of July, 2020.

AYES: _____
 NOES: _____
 ABSTAIN: _____
 ABSENT: _____

Secretary
 Magnolia Educational & Research Foundation