MY Academy

Regular Meeting of the Board of Directors

Published on October 3, 2025 at 9:44 PM PDT

Date and Time

Thursday October 9, 2025 at 9:00 AM PDT

Location

Teleconference Location:

Regus - Gateway Chula Vista
333 H Street Suite 5000
Chula Vista, CA 91910

Join Zoom Meeting:
https://us06web.zoom.us/j/6224484724

MISSION STATEMENT

MY Academy believes in diversity, inclusivity, academic excellence, hope, service, feedback, and gratitude. Our mission is to create a diverse and individualized learning environment that supports every student and strengthens relationships between families, programs, authorizers, and the community.

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting Motivated Youth Academy.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**9:00 AM**
A.	Call the Meeting to Order		Board President	1 m
B.	Record Attendance		Board President	1 m
	Roll Call: William Hall, President Michael Humphrey, Vice President Steve Fraire, Clerk Peter Matz, Member Larry Alvarado, Member			
II.	**Pledge of Allegiance**			**9:02 AM**
A.	Led by Board President or designee		Board President	1 m
III.	**Land Acknowledgment**			**9:03 AM**
A.	Land Acknowledgment read by Sarina Laff, Learning Facilitator, Motivated Youth Academy	FYI	Sarina Laff	1 m
IV.	**Approve/Adopt Agenda**			**9:04 AM**
A.	Approve Agenda	Vote	Board President	1 m
	It is recommended the Board of Directors adopt as presented, the agenda for the Regular Board meeting of October 9, 2025 Roll Call Vote: William Hall Michael Humphrey Steve Fraire Peter Matz			

		Purpose	Presenter	Time

Larry Alvarado
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

V. Approve Minutes — 9:05 AM

A.	Minutes of the Regular Meeting of the Board of Directors that was held on September 11, 2025	Approve Minutes	Board President	1 m

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Peter Matz
Larry Alvarado
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

VI. Public Comments/Recognition/Reports

Please submit a Request to Speak to the Board of Directors using the chat feature on the right hand side of the Zoom platform. Please state the agenda item number that you wish to address prior to the agenda item being called by the Board President. Not more than three (3) minutes are to be allotted to any one (1) speaker, and no more than twenty (20) minutes on the same subject. This portion of the agenda is for comments, recognitions and reports to the Board and is not intended to be a question and answer period. If you have questions for the Board, please provide the Board President with a written statement and an administrator will provide answers at a later date.

VII. Correspondence/Proposals/Reports — 9:06 AM

A.	School Highlights, Presented by Sarina Laff, Learning Facilitator, Motivated Youth Academy	FYI	Sarina Laff	4 m
B.	Financial Update, Presented by Roger Castillo, Director of Client Finance, Charter Impact	FYI	Roger Castillo	4 m

VIII. Consent — 9:14 AM

Items listed under Consent are considered routine and will be approved/adopted by a single motion. There will be no separate discussion of these items; however, any item may

		Purpose	Presenter	Time

be removed from the Consent upon the request of any member of the Board, discussed, and acted upon separately.

A.	Consent - Business/Financial Services	Vote	Board President	1 m

1. Check Register - September 2025

B.	Consent - Education/Student Services	Vote	Board President	1 m

1. Approval of 2025-2026 Student and Educational Rights Holder Handbook (Revised)
2. Approval of 2025-2026 Title I School and Educational Partner Compact (Revised)
3. Approval of 2025-2026 Memorandum of Understanding (MOU) with Jewish Family Service (Renewal)
4. Approval of 2025-2026 Memorandum of Understanding (MOU) with ESCOKIDOS (Renewal)
5. Approval of 2025-2026 TSW Service Agreement (Renewal)
6. Approval of 2025-2026 Goalbook License (Renewal)
7. Approval of 2025-2026 NCS Pearson Inc License (Renewal)

C.	Consent - Personnel Services	Vote	Board President	1 m

1. Approval of Certificated Personnel Report
2. Approval of Classified Personnel Report
3. Approval of Vector Solutions Subscription for 2025-26 (Renewal)

D.	Consent - Policy Development	Vote	Board President	1 m

1. Approval of MYA Safety Plan (Revision)

***Consent items listed under A through D* are considered routine and will be approved/adopted by a single motion.**

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Peter Matz
Larry Alvarado
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

IX. Education/Student Services 9:18 AM

		Purpose	Presenter	Time
A.	Approval of 2025-2026 Memorandum of Understanding (MOU) with San Diego Afghan Connections Cultural Center	Vote	Bill Dobson	2 m

It is recommended that the Board approve the 2025-2026 Memorandum of Understanding (MOU) with San Diego Afghan Connections Cultural Center and Motivated Youth Academy (#1628).

Fiscal Impact: None

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Peter Matz
Larry Alvarado
Moved by _____ Seconded by _____ Ayes _____ Nays _____ Absent _____

X. Calendar

The next scheduled Study Session of the Board of Directors will be held on November 13, 2025.
The next scheduled regular meeting of the Board of Directors will be held on December 11, 2025.

XI. Comments — 9:20 AM

A.	Board Comments	Discuss	Board President	5 m
B.	Interim Director and CEO Comments	Discuss	Bill Dobson	2 m

XII. Closing Items — 9:27 AM

A.	Adjourn Meeting	Vote	Board President	1 m

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Peter Matz
Larry Alvarado

	Purpose	Presenter	Time

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

FOR MORE INFORMATION

For more information concerning this agenda, contact Motivated Youth Academy.

Coversheet

Led by Board President or designee

Section: II. Pledge of Allegiance
Item: A. Led by Board President or designee
Purpose:
Submitted by:
Related Material: Flag slide.pdf



Coversheet

Land Acknowledgment read by Sarina Laff, Learning Facilitator, Motivated Youth Academy

Section: III. Land Acknowledgment
Item: A. Land Acknowledgment read by Sarina Laff, Learning Facilitator, Motivated Youth Academy
Purpose: FYI
Submitted by:
Related Material: Land Acknowledgment 2.jpg

Land Acknowledgment

It is important that we demonstrate respect for the historic and contemporary presence of Indigenous peoples in California and particularly the San Diego area. It is important for us to recognize that our school resides on what are historically the traditional homelands of Indigenous peoples who were dispossessed of their homelands.

We are grateful and appreciative to the Indigenous peoples, the traditional caretakers of the land, for the use of their lands on which we work, study, and learn. In this spirit, we would like to acknowledge and pay our respects to the Luiseño, Cahuilla, Cupeño, Kumeyaay, Northern Diegueño tribes and all the American Indian and Indigenous peoples and communities who have been and continue to be part of these homelands in California.

Coversheet

Minutes of the Regular Meeting of the Board of Directors that was held on September 11, 2025

Section: V. Approve Minutes
Item: A. Minutes of the Regular Meeting of the Board of Directors that was held on September 11, 2025
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Meeting of the Board of Directors on September 11, 2025

APPROVED

MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time
Thursday September 11, 2025 at 9:00 AM

Location
Regus - Gateway Chula Vista
333 H Street, Suite 5000
Chula Vista, CA 91910

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meeting of the Governing Board may request assistance by contacting Motivated Youth Academy.

Directors Present
L. Alvarado, S. Fraire, W. Hall

Directors Absent
M. Humphrey, P. Matz

Guests Present
B. Dobson, G. Lenz (remote), M. Jones, M. Lato (remote), P. Keeley, R. Castillo (remote)

I. Opening Items

A. Call the Meeting to Order

W. Hall called a meeting of the board of directors of MY Academy to order on Thursday Sep 11, 2025 at 9:00 AM.

B. Record Attendance

II. Approve/Adopt Agenda

A. Approve Agenda

S. Fraire made a motion to Approve/Adopt Agenda.
L. Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Fraire	Aye
L. Alvarado	Aye
M. Humphrey	Absent
W. Hall	Aye
P. Matz	Absent

III. Approve Minutes

A. Minutes of the Regular Meeting of the Board of Directors that was held on August 14, 2025

L. Alvarado made a motion to approve the minutes from Regular Meeting of the Board of Directors on 08-14-25.
S. Fraire seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

M. Humphrey	Absent
L. Alvarado	Aye
W. Hall	Aye
S. Fraire	Aye
P. Matz	Absent

IV. Consent

A. Consent - Business/Financial Services

B. Consent - Education/Student Services

C. Consent - Personnel Services

S. Fraire made a motion to Approve Consent items A through C.
L. Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

W. Hall	Aye
L. Alvarado	Aye
S. Fraire	Aye
P. Matz	Absent
M. Humphrey	Absent

V. Business/Financial Services

A. Approval of 2024-2025 Unaudited Actuals Financial Report

L. Alvarado made a motion to Approve of 2024-2025 Unaudited Actuals Financial Report.
S. Fraire seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

L. Alvarado	Aye
P. Matz	Absent
S. Fraire	Aye
M. Humphrey	Absent
W. Hall	Aye

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:20 AM.

Respectfully Submitted,
G. Lenz

Documents used during the meeting

None

FOR MORE INFORMATION
For more information concerning this agenda, contact
Motivated Youth Academy.

Coversheet

School Highlights, Presented by Sarina Laff, Learning Facilitator, Motivated Youth Academy

Section: VII. Correspondence/Proposals/Reports
Item: A. School Highlights, Presented by Sarina Laff, Learning Facilitator, Motivated Youth Academy
Purpose: FYI
Submitted by:
Related Material: MYA School Highlights - October 2025.pdf

MOTIVATED YOUTH ACADEMY

Enrollment *School Highlights | October 2025*

2025-2026 Enrollment (as of 9/30/2025)
Total Enrolled - 331

Track E
July 1, 2025 - September 30, 2025
- 24 Enrolled
  - 1 - Imperial County
  - 0 - Orange County
  - 5 - Riverside County
  - 18 - San Diego County

Track F
August 25, 2025 - September 30, 2025
- 302 Enrolled
  - 7 - Imperial County
  - 14 - Orange County
  - 50 - Riverside County
  - 231 - San Diego County

Track G
September 23, 2025 - September 30, 2025
- 5 Enrolled
  - 0 - Imperial County
  - 0 - Orange County
  - 0 - Riverside County
  - 5 - San Diego County

Important Dates

- MYA Board Meeting: Thursday, October 09, 2025, from 9:00 – 10:00 am
- On the Fly at MYA Webinar: How to Thursday, October 16, 2025, from 1:00 – 1:45 pm



The Motivated Youth Academy (MY Academy) (MYA) School Highlights are aligned with the ACS WASC/CDE School Criteria. This will guide MYA as the school continues to:

- Develop the engagement of Educational Partners in Continuous School Improvement
- Monitor progress on the implementation of the Schoolwide Action Plan
- Review the action plan frequently during the school year
- Celebrate all that has been accomplished

Organization for Student Learning:

Vision, Leadership, Resources and Professional Learning



MY Academy Staff Participated In:

Vision and Mission

- APLUS+ Network
  - Fall 2025 Statewide Meeting (Virtual)
- California Charter School Association (CCSA)
  - First Fridays with Myrna (Virtual)
  - Statewide Non-Classroom-Based Convening (Virtual)
- California Child Welfare Council
  - Youth Justice Committee Meeting (Virtual)
- Charter Authorizers Support Initiative (CASI)
  - Charter Authorizing 101 (Virtual)
  - Charter Chats (Virtual)
- Charter School Development Center (CSDC)
  - Advocacy Affinity Group (Virtual)
  - Leadership Intensive Mentor Meeting (Virtual)
  - Personalized Learning School Leaders Collaboration (Virtual)
- CliftonLarsenAllen (CLA)
  - Audit Checkin (Virtual)
- PARSEC Education
  - Charter Renewal Workshop (Virtual)
- Prosecutors Alliance
  - Third Thursday MCLE Trainings (Virtual)
- San Diego County Office of Education (SDCOE)
  - Differentiated Assistance/Continuous School Improvement Affinity Group
  - Mentor Induction Orientation
  - Virtual American Indian Education Talking Circle (Virtual)
- San Diego County Superior Court
  - Rehabilitative Services for Justice-Involved Youth (Virtual)
- San Diego Workforce Partnership (SDWP)
  - Building Bridges: Career and Community Fair (In Person)
- Western Association of Schools and Colleges (WASC)
  - Pilot Training and Support (Virtual)

Organization for Student Learning:

Vision, Leadership, Resources and Professional Learning

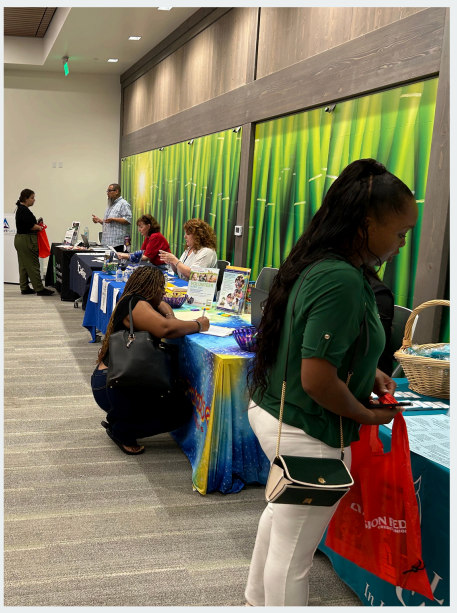
MY Academy Staff Participated In:

Vision and Mission (Cont'd)

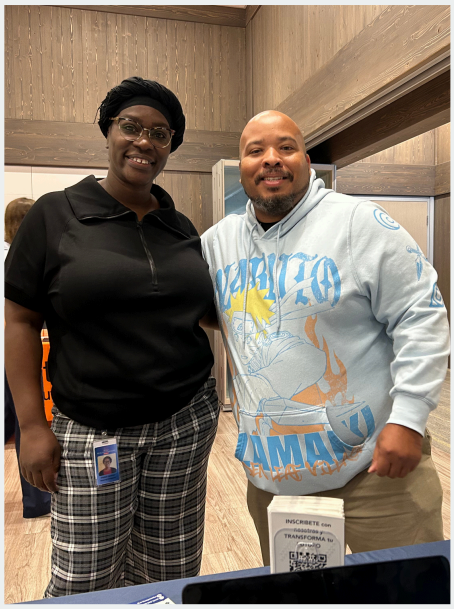
- Young, Minney & Corr, LLP (YM&C)
  - Board Secretaries Boot Camp (Virtual)
  - Major Charter School Legislation Update

Shared by Learning Facilitator, Ms. Chavers:

On Thursday, September 25th, Ms. Jones and I had the pleasure of showcasing MY Academy at the Goodwill Job Fair. We had the chance to meet many individuals who expressed genuine interest in the school, along with several potential partners. This event provided a fantastic opportunity to expand the network, share the mission, and increase awareness of MY Academy in the community.









Teaching and Learning

MY Academy Staff Participated In:

Professional Learning and Capacity Building

- San Diego County of Education (SDCOE)
  - Reading Intervention Workshop

Learning Facilitator Tova Hensley, who was in the Escondido area to support a student accessing services at MYA partner One Safe Place North, quickly pivoted when student needs changed and headed to the Escondido office.
Office Assistant-Enrollment Christie Stephan observed Tova meeting virtually with students and new Learning Facilitator Kiseme Parks. “It’s clear how much care goes into her work each week with her students and coworkers,” Christie said after watching Tova in action at the office on Thursday. “Tova demonstrated all three elements of MYA’s 2025-2026 theme—Connect. Create. Commit. It was inspiring to watch her include everyone as they fulfilled MYA’s charge to RISE TOGETHER.”



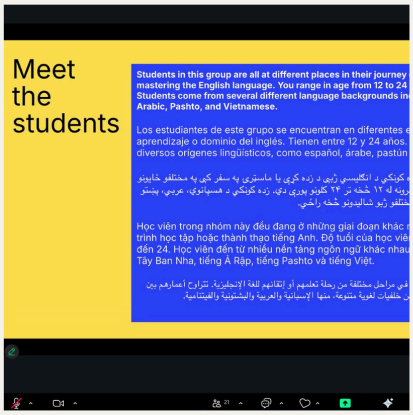


School Culture and Student Support:

MY Academy Staff Participated In:

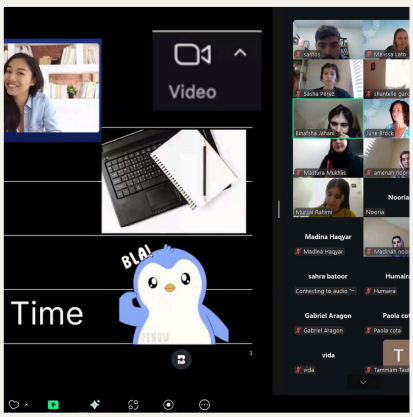
Shared by Learning Facilitator, Ms. Brock:

18 students joined the ELD Workgroup on September 29th, and we are starting to figure out how to come together as a multicultural, multilingual learning community with a common goal. Those who are newest to the country are eager to learn English, and it's exciting to see them coming prepared with their notebooks and turning their cameras on to facilitate communication.



Shared by Office Assistant of Community Programs, Ms. Bravo:

MYA had the chance to attend a Job and Resource Fair hosted by the Escondido Library and San Diego Workforce. It was great to see the library's new temporary space and reconnect with familiar faces from other organizations. Even with the recent move, the turnout was amazing! We also got a sneak peek at some upcoming events and potential opportunities that the students can participate in, we're excited to be part of in the near future.





School Culture and Student Support:

Shared by Learning Facilitator, Ms. Hensley:

This week, our school had the joy of coming together for a special evening hosted by Learning Facilitators Ms. Hensley and Mr. Parks. Nine students and their families joined the gathering, along with five dedicated support staff members.

The evening began with a shared dinner, where families, staff, and students connected in a warm and welcoming setting. Afterward, the group took a short walk together to enjoy a local Hispanic Heritage Celebration.

The celebration featured a vibrant showcase of traditional Mexican folk dance, dress, and music. Students and families also delighted in activities like face painting, all while soaking in the beauty of the culture being honored.

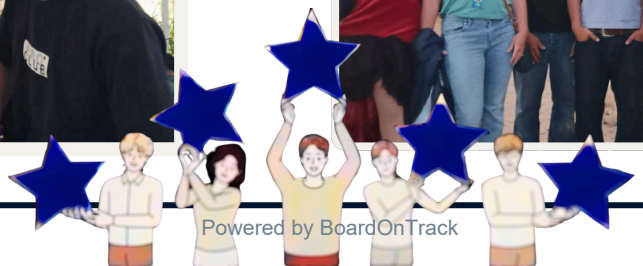
This event was especially meaningful because several students on the rosters of Ms. Hensley and Mr. Parks are of Hispanic descent. By attending the cultural celebration together, the school community was able to celebrate and embrace the richness of Hispanic heritage while reinforcing a commitment to inclusivity. It was truly a night of community, culture, and belonging.











School Culture and Student Support:

Submitted by Learning Facilitator, Mrs. Laff:

MYA had Mr. Rocky Herron from the SDCOE come speak with students at the Campo Education Center - providing valuable information on drug prevention education.



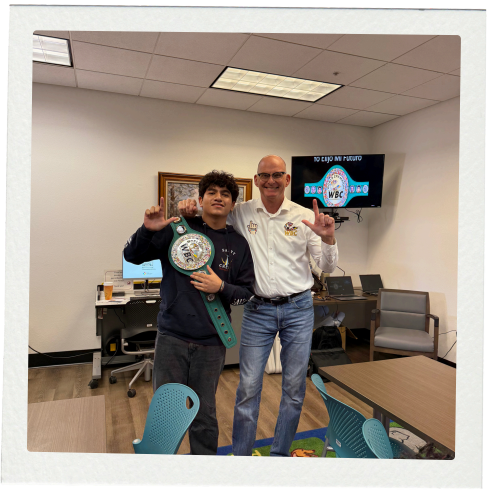




School Culture and Student Support:

Submitted by Learning Facilitator, Mrs. Laff:

MYA had Mr. Rocky Herron from the SDCOE come speak with students at the Potrero Library - providing valuable information on drug prevention education.

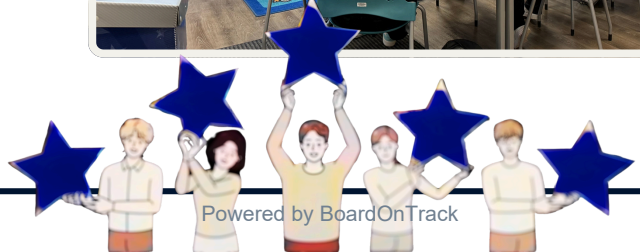












Coversheet

Financial Update, Presented by Roger Castillo, Director of Client Finance, Charter Impact

Section: VII. Correspondence/Proposals/Reports
Item: B. Financial Update, Presented by Roger Castillo, Director of Client Finance, Charter Impact
Purpose: FYI
Submitted by:
Related Material: August 2025 Financials - Board Presentation - 2025.10.02.pdf

CHARTER IMPACT

Motivated Youth Academy

August 2025 Financials

10/09/2025 Board Meeting

Highlights

- The variance analysis includes changes from budget for both July and August.
- Enrollment is at 319, ADA is 296.67 and the Attendance Yield is at 93%. All attendance metrics remain aligned to the original budget.
- Staff roster added Linda, Diane, Omar, & Julie plus $20K in stipends for the year.
- The Days cash on hand projection for year-end is measuring at 50 days.
- Revenues updated for: AMS, LREBG (new), SSPDDBG (new), T-1, T-2, and MH .
- The FY24-25 CSI award of $472K will be the largest restricted funding in FY25-26.
- Year-end surplus is forecasting at $18K, compared to a budget surplus of $110K.

Compliance and Reporting

- 14.47 : 1 Pupil to Teacher – compliant
- 40/80 currently supports a 100% funding determination: FY25-26 is NOT a funding determination year.

Pupil:Teacher Ratio
14.47 : 1

Cert.	Instr.
57.2%	82.0%
973,774	111,555

Revenue

- Revenues are forecasting at $5.65M and $12K more than original budget.
- State Aid Revenue remains unchanged compared to budget at $4.37M.
- Federal Revenues added $3.5K more than budget and are at $588K. Title I increased by $3K while Title II increased by $500.
- Other State Revenue is forecasting at $681K and increased by $4K from budget. MH Resource code 6546 added $3K and a PY SPED adjustment added $1K.
- Other Local Revenue added $5K in Interest funds and is now forecasting at $11K.
- SSPDDBG added $83K & LREBG added $14K to deferred revenues.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Revenue						
State Aid-Rev Limit	$ 362,144	$ 179,103	$ 183,041	$ 4,377,821	$ 4,377,821	$ -
Federal Revenue	-	-	-	588,091	584,581	3,510
Other State Revenue	739	11,528	(10,789)	681,019	676,944	4,075
Other Local Revenue	5,425	556	4,869	11,319	6,450	4,869
Total Revenue	**$ 368,308**	**$ 191,187**	**$ 177,120**	**$ 5,658,250**	**$ 5,645,796**	**$ 12,454**

Expenses

- Expenses are projecting at $5.64M and are $104K more than budget.
- Personnel costs are $103K higher and attributed to adding 1 SPED Aide and $20K in Stipends. 5 staff have been realigned to the proper object code, based on their duties.
- Operational costs remains virtually unchanged compared to budget.
- Software costs recognized $114K in prepaid expenses this year and mostly for the following items: Parsec Education, Edmentum License, Headrush Learning, Rosetta Stone, Yellow Folder, and School Pathways.
- Most line items remain close to budgeted projections currently.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Expenses						
Certificated Salaries	$ 284,965	$ 300,750	$ 15,785	$ 2,354,064	$ 2,334,805	$ (19,259)
Classified Salaries	125,512	120,070	(5,442)	864,642	782,950	(81,692)
Benefits	139,661	157,662	18,001	1,098,332	1,095,942	(2,390)
Books and Supplies	124,475	40,476	(83,999)	276,389	276,386	(3)
Subagreement Services	-	16,152	16,152	215,274	215,274	-
Operations	29,513	26,917	(2,596)	161,488	161,500	12
Facilities	6,471	7,300	829	43,799	43,800	1
Professional Services	74,669	86,986	12,317	626,114	625,363	(751)
Total Expenses	**$ 785,267**	**$ 756,314**	**$ (28,953)**	**$ 5,640,103**	**$ 5,536,021**	**$ (104,082)**

Fund Balance

- The year-end surplus is at $18K and is 0.3% of total expenses.
- The fund balance is projecting at 26.4% of annual expenses.
- MYA is forecasting another healthy fund balance for FY25-26.

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Total Surplus(Deficit)	**$ (416,959)**	**$ (565,127)**	**$ 148,167**	**$ 18,147**	**$ 109,775**	**$ (91,627)**
Beginning Fund Balance	1,471,261	1,471,261		1,471,261	1,471,261	
Ending Fund Balance	**$ 1,054,301**	**$ 906,134**		**$ 1,489,408**	**$ 1,581,036**	
As a % of Annual Expenses	*18.7%*	*16.4%*		*26.4%*	*28.6%*	

Appendices

- Monthly Cash Flow / Forecast 25-26
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- AP Aging
- Compliance Reminders

FY25-26 Motivated Youth Academy

Monthly Cash Flow/Forecast FY25-26

Revised 09/26/2025

Actuals Through:

ADA = 296.67

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)	Prior Forecast
Revenues																ADA = 296.67		ADA =
State Aid - Revenue Limit																		
8011	LCFF State Aid	181,072	181,072	146,573	263,831	263,831	263,831	263,831	263,831	363,315	363,315	363,315	363,315	363,315	**3,644,449**	3,644,449	-	3,644,449
8012	Education Protection Account	-	-	14,834	-	-	14,834	-	-	14,834	-	-	-	14,834	**59,334**	59,334	-	59,334
8096	In Lieu of Property Taxes	-	-	65,060	43,374	43,374	43,374	43,374	43,374	130,703	65,352	65,352	65,352	65,352	**674,038**	674,038	-	674,038
		181,072	181,072	226,467	307,205	307,205	322,038	307,205	307,205	508,852	428,667	428,667	428,667	443,501	**4,377,821**	**4,377,821**	**-**	**4,377,821**
Federal Revenue																		
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	36,510	**36,510**	36,510	-	36,510
8290	Title I, Part A - Basic Low Income	-	-	15,419	-	-	46,257	-	-	-	-	-	-	-	**61,676**	58,401	3,275	58,401
8291	Title II, Part A - Teacher Quality	-	-	1,947	-	-	5,840	-	-	-	-	-	-	-	**7,786**	7,551	235	7,551
8296	Other Federal Revenue	-	-	-	120,530	-	-	120,530	-	-	120,530	-	-	120,530	**482,119**	482,119	-	482,119
		-	-	17,366	120,530	-	52,097	120,530	-	-	120,530	-	-	157,040	**588,091**	**584,581**	**3,510**	**584,581**
Other State Revenue																		
8311	State Special Education	-	-	10,564	19,016	19,016	19,016	19,016	19,016	31,406	31,406	31,406	31,406	31,406	**262,675**	262,675	-	262,675
8520	Child Nutrition	-	-	-	825	1,567	1,567	1,567	1,567	1,567	1,567	1,567	1,567	3,134	**16,497**	16,497	-	16,497
8550	Mandated Cost	-	-	-	-	-	12,388	-	-	-	-	-	-	-	**12,388**	12,388	-	12,388
8560	State Lottery	-	-	-	-	-	-	16,286	-	-	16,286	-	-	48,418	**80,991**	80,991	-	80,991
8598	Prior Year Revenue	-	739	-	-	-	-	-	-	-	-	-	-	-	**739**	-	739	-
8599	Other State Revenue	-	-	1,131	73,313	2,036	2,036	73,313	2,036	2,036	73,313	2,036	2,036	74,444	**307,730**	304,394	3,336	304,394
		-	739	11,695	93,154	22,619	35,007	110,183	22,619	35,009	122,573	35,009	35,009	157,403	**681,019**	**676,944**	**4,075**	**676,944**
Other Local Revenue																		
8660	Interest Revenue	2,795	2,042	167	167	167	167	167	167	167	167	167	167	-	**6,503**	2,000	4,503	2,000
8698	ASB Fundraising	-	-	223	579	490	490	490	490	490	490	490	-	-	**4,228**	4,450	(223)	4,450
8699	School Fundraising	338	250	-	-	-	-	-	-	-	-	-	-	-	**588**	-	588	-
		3,133	2,292	389	745	656	656	656	656	656	656	656	167	-	**11,319**	**6,450**	**4,869**	**6,450**
Total Revenue		**184,205**	**184,103**	**255,917**	**521,633**	**330,479**	**409,797**	**538,573**	**330,479**	**544,518**	**672,426**	**464,333**	**463,843**	**757,943**	**5,658,250**	**5,645,796**	**12,454**	**5,645,796**
Expenses																		
Certificated Salaries																		
1100	Teachers' Salaries	53,648	131,099	153,479	153,479	153,479	153,479	153,479	153,479	153,479	153,479	153,479	163,479	-	**1,729,539**	1,728,464	(1,075)	1,728,464
1175	Teachers' Extra Duty/Stipends	877	2,136	3,394	3,394	3,394	3,394	3,394	3,394	3,394	3,394	3,394	1,394	-	**34,953**	15,500	(19,453)	15,500
1200	Pupil Support Salaries	24,156	26,567	26,426	26,426	26,426	26,426	26,426	26,426	26,426	26,426	26,426	26,426	-	**314,981**	317,109	2,129	317,109
1300	Administrators' Salaries	23,190	23,291	22,811	22,811	22,811	22,811	22,811	22,811	22,811	22,811	22,811	22,811	-	**274,591**	273,732	(860)	273,732
		101,872	183,093	206,110	206,110	206,110	206,110	206,110	206,110	206,110	206,110	206,110	214,110	-	**2,354,064**	**2,334,805**	**(19,259)**	**2,334,805**
Classified Salaries																		
2100	Instructional Salaries	25,981	26,824	35,862	35,862	35,862	35,862	35,862	35,862	35,862	35,862	35,862	35,862	-	**411,426**	202,147	(209,279)	202,147
2200	Support Salaries	30,790	31,183	31,326	31,326	31,326	31,326	31,326	31,326	31,326	31,326	31,326	31,326	-	**375,230**	580,804	205,574	580,804
2400	Clerical and Office Staff Salaries	4,868	5,867	6,725	6,725	6,725	6,725	6,725	6,725	6,725	6,725	6,725	6,725	-	**77,986**	-	(77,986)	-
		61,639	63,874	73,913	73,913	73,913	73,913	73,913	73,913	73,913	73,913	73,913	73,913	-	**864,642**	**782,950**	**(81,692)**	**782,950**
Benefits																		
3101	STRS	19,338	34,578	39,393	39,393	39,393	39,393	39,393	39,393	39,393	39,393	39,393	40,922	-	**449,377**	445,948	(3,429)	445,948
3301	OASDI	3,892	4,329	4,594	4,594	4,594	4,594	4,594	4,594	4,594	4,594	4,594	4,594	-	**54,163**	48,543	(5,620)	48,543
3311	Medicare	2,375	3,513	4,065	4,065	4,065	4,065	4,065	4,065	4,065	4,065	4,065	4,181	-	**46,655**	45,207	(1,447)	45,207
3401	Health and Welfare	37,963	22,955	32,813	32,813	32,813	32,813	32,813	32,813	32,813	32,813	32,813	32,813	-	**389,043**	393,750	4,707	393,750
3501	State Unemployment	123	312	1,371	1,371	1,371	1,371	6,853	5,483	2,741	1,371	1,371	1,371	-	**25,106**	25,313	206	25,313
3601	Workers' Compensation	8,619	(3,273)	3,925	3,925	3,925	3,925	3,925	3,925	3,925	3,925	3,925	4,037	-	**44,707**	43,649	(1,058)	43,649
3901	Other Benefits	2,582	2,355	8,410	8,410	8,410	8,410	8,410	8,410	8,410	8,410	8,410	8,651	-	**89,282**	93,533	4,251	93,533
		74,892	64,769	94,571	94,571	94,571	94,571	100,053	98,683	95,942	94,571	94,571	96,568	-	**1,098,332**	**1,095,942**	**(2,390)**	**1,095,942**
Books and Supplies																		
4100	Textbooks and Core Curricula	-	-	640	640	640	640	640	640	640	640	640	640	-	**6,400**	6,400	-	6,400
4302	School Supplies	-	-	88	235	-	270	34	9,049	3,188	3,188	3,188	3,188	-	**22,429**	22,429	-	22,429
4305	Software	113,508	4,905	1,045	2,345	3,045	3,045	3,045	3,045	3,045	3,045	3,045	3,045	-	**146,164**	146,160	(4)	146,160
4310	Office Expense	169	4,174	5,382	5,242	5,242	5,242	5,242	5,242	5,242	5,242	5,242	5,242	-	**56,900**	56,900	0	56,900
4311	Business Meals	100	1,468	432	667	667	667	667	667	667	667	667	667	-	**8,000**	8,000	0	8,000
4400	Noncapitalized Equipment	-	151	78	208	-	239	30	8,008	2,821	2,821	2,821	2,821	-	**20,000**	20,000	-	20,000
4700	Food Services	-	-	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	-	**16,497**	16,497	-	16,497
		113,777	10,698	9,314	10,986	11,243	11,753	11,307	28,301	17,252	17,252	17,252	17,252	-	**276,389**	**276,386**	**(3)**	**276,386**
Subagreement Services																		
5102	Special Education	-	-	5,460	5,460	5,460	5,460	5,460	5,460	5,460	5,460	5,460	5,460	-	**54,600**	54,600	-	54,600
5104	Transportation	-	-	600	600	600	600	600	600	600	600	600	600	-	**6,000**	6,000	-	6,000
5106	Other Educational Consultants	-	-	589	1,571	-	1,805	226	60,428	21,289	21,289	21,289	21,289	-	**149,774**	149,774	-	149,774
5107	Instructional Services	-	-	490	490	490	490	490	490	490	490	490	490	-	**4,900**	4,900	-	4,900
		-	-	7,139	8,121	6,550	8,355	6,776	66,978	27,839	27,839	27,839	27,839	-	**215,274**	**215,274**	**-**	**215,274**
Operations and Housekeeping																		
5201	Auto and Travel	765	2,155	2,080	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	-	**20,000**	20,000	(0)	20,000
5300	Dues & Memberships	4,652	1,270	998	920	920	920	920	920	920	920	920	920	-	**15,200**	15,200	-	15,200
5400	Insurance	6,480	1,786	1,835	3,367	3,367	3,367	3,367	3,367	3,367	3,367	3,367	3,367	-	**40,400**	40,400	(0)	40,400
5516	Miscellaneous Expense	-	-	320	320	320	320	320	320	320	320	320	320	-	**3,200**	3,200	-	3,200
5900	Communications	5,266	6,455	6,467	6,467	6,467	6,467	6,467	6,467	6,467	6,467	6,467	6,467	-	**76,387**	76,400	13	76,400
5901	Postage and Shipping	532	152	891	525	525	525	525	525	525	525	525	525	-	**6,300**	6,300	(0)	6,300

FY25-26 Motivated Youth Academy

Monthly Cash Flow/Forecast FY25-26

Revised 09/26/2025

Actuals Through:

ADA = 296.67

		Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)	Prior Forecast
		17,694	11,818	12,590	13,265	13,265	13,265	13,265	13,265	13,265	13,265	13,265	13,265	-	**161,488**	**161,500**	**12**	**161,500**
Facilities, Repairs and Other Leases																		
5601	Rent	3,170	2,662	3,418	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	3,083	-	**37,000**	37,000	0	37,000
5602	Additional Rent	-	-	210	210	210	210	210	210	210	210	210	210	-	**2,100**	2,100	-	2,100
5604	Other Leases	320	320	535	392	392	392	392	392	392	392	392	392	-	**4,700**	4,700	0	4,700
		3,490	2,982	4,163	3,685	3,685	3,685	3,685	3,685	3,685	3,685	3,685	3,685	-	**43,799**	**43,800**	**1**	**43,800**
Professional/Consulting Services																		
5801	IT	6,448	6,590	10,063	8,900	8,900	8,900	8,900	8,900	8,900	8,900	8,900	8,900	-	**103,201**	103,200	(1)	103,200
5802	Audit & Taxes	-	-	-	12,167	12,167	12,167	-	-	-	-	-	-	-	**36,500**	36,500	-	36,500
5803	Legal	-	828	6,348	2,392	2,392	2,392	2,392	2,392	2,392	2,392	2,392	2,392	-	**28,700**	28,700	(0)	28,700
5804	Professional Development	1,650	375	2,400	1,475	1,475	1,475	1,475	1,475	1,475	1,475	1,475	1,475	-	**17,700**	17,700	-	17,700
5805	General Consulting	14,450	17,648	18,015	16,704	16,704	16,704	16,704	16,704	16,704	16,704	16,704	16,704	-	**200,450**	200,450	(0)	200,450
5806	Special Activities/Field Trips	-	-	97	260	-	298	37	9,988	3,519	3,519	3,519	3,519	-	**24,756**	24,756	-	24,756
5807	Bank Charges	26	25	174	75	75	75	75	75	75	75	75	75	-	**900**	900	0	900
5808	Printing	-	603	798	467	467	467	467	467	467	467	467	467	-	**5,600**	5,600	(0)	5,600
5809	Other taxes and fees	-	85	641	242	242	242	242	242	242	242	242	242	-	**2,900**	2,900	(0)	2,900
5810	Payroll Service Fee	(1)	-	2,550	2,550	2,550	2,550	2,550	2,550	2,550	2,550	2,550	2,550	-	**25,499**	25,500	1	25,500
5811	Management Fee	11,762	11,837	8,534	8,534	8,534	8,534	8,534	8,534	8,534	8,534	8,534	8,534	-	**108,935**	108,185	(750)	108,185
5812	District Oversight Fee	-	-	2,038	2,765	2,765	2,898	2,765	2,765	4,580	3,858	3,858	3,858	7,251	**39,400**	39,400	-	39,400
5813	County Fees	-	2,288	-	2,350	-	-	2,350	-	-	2,350	-	-	62	**9,400**	9,400	-	9,400
5814	SPED Encroachment	-	-	370	666	666	666	666	666	1,099	1,099	1,099	1,099	2,377	**10,471**	10,471	-	10,471
5815	Public Relations/Recruitment	-	57	1,113	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	1,170	-	**11,700**	11,700	-	11,700
		34,334	40,336	53,140	60,714	58,105	58,537	48,326	55,926	51,705	53,334	50,984	50,984	9,690	**626,114**	**625,363**	**(751)**	**625,363**
Depreciation																		
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest																		
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**407,697**	**377,570**	**460,939**	**471,365**	**467,442**	**470,189**	**463,435**	**546,860**	**489,711**	**489,969**	**487,619**	**497,617**	**9,690**	**5,640,103**	**5,536,021**	**(104,082)**	**5,536,021**
Monthly Surplus (Deficit)		**(223,492)**	**(193,468)**	**(205,023)**	**50,268**	**(136,962)**	**(60,391)**	**75,138**	**(216,381)**	**54,806**	**182,457**	**(23,286)**	**(33,773)**	**748,254**	**18,147**	**109,775**	**(91,627)**	**109,775**
															0.3%			
Cash Flow Adjustments																		
	Monthly Surplus (Deficit)	(223,492)	(193,468)	(205,023)	50,268	(136,962)	(60,391)	75,138	(216,381)	54,806	182,457	(23,286)	(33,773)	748,254	**18,147**			
	Cash flows from operating activities																	
	Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Public Funding Receivables	812,771	49,208	-	114,314	-	-	(410,297)	-	-	-	-	-	(757,943)	**(191,947)**			
	Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Prepaid Expenses	87,018	28,504	-	-	-	-	-	-	-	-	-	-	-	**115,522**			
	Other Assets	.	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Accounts Payable	(62,486)	-	-	-	-	-	-	-	-	-	-	-	9,690	**(52,796)**			
	Accrued Expenses	(28,745)	(35,901)	-	-	-	-	-	-	-	-	-	-	-	**(64,646)**			
	Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Deferred Revenue	6,576	3,509	-	-	-	-	-	-	-	-	-	(252,536)	-	**(242,451)**			
	Cash flows from investing activities																	
	Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Cash flows from financing activities																	
	Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-			
	Total Change in Cash	591,642	(148,148)	(205,023)	164,582	(136,962)	(60,391)	(335,159)	(216,381)	54,806	182,457	(23,286)	(286,309)					
	Cash, Beginning of Month	1,186,219	1,777,861	1,629,713	1,424,691	1,589,272	1,452,310	1,391,919	1,056,760	840,379	895,186	1,077,643	1,054,357					
Cash, End of Month		**1,777,861**	**1,629,713**	**1,424,691**	**1,589,272**	**1,452,310**	**1,391,919**	**1,056,760**	**840,379**	**895,186**	**1,077,643**	**1,054,357**	**768,047**					

Cert.	Instr.
57.2%	82.0%
973,774	111,555

Pupil:Teacher Ratio
14.47 : 1

Days Cash
50

Motivated Youth Academy

Budget vs Actual

For the period ended August 31, 2025

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
8011 - LCFF Revenue	$ 181,072	$ 146,573	$ 181,072	$ 362,144	$ 146,573	$ 215,571	$ 3,644,449
8012 - Economic Protection Account Funding	-	-	-	-	-	-	59,334
8096 - In Lieu of Property Taxes	-	32,530	-	-	32,530	(32,530)	674,038
Total State Aid - Revenue Limit	181,072	179,103	181,072	362,144	179,103	183,041	4,377,821
Federal Revenue							
8181 - Federal Special Education - IDEA	-	-	-	-	-	-	36,510
8290 - Title I, Part A - Basic Low Income	-	-	-	-	-	-	58,401
8291 - Title II, Part A - Teacher Quality	-	-	-	-	-	-	7,551
8296 - Other Federal Revenue	-	-	-	-	-	-	482,119
Total Federal Revenue	-	-	-	-	-	-	584,581
Other State Revenue							
8311 - State Special Education - AB602	-	10,564	-	-	10,564	(10,564)	262,675
8520 - State - Child Nutrition	-	-	-	-	-	-	16,497
8550 - State - Mandated Cost Reimbursement	-	-	-	-	-	-	12,388
8560 - State - State Lottery	-	-	-	-	-	-	80,991
8598 - Prior Year Revenues	739	-	739	739	-	739	-
8599 - State - Other State Revenue	-	964	-	-	964	(964)	304,393
Total Other State Revenue	739	11,528	739	739	11,528	(10,789)	676,944
Other Local Revenue							
8660 - Interest Revenue	2,042	167	2,042	4,837	333	4,503	2,000
8699 - School Fundraising	250	223	250	588	223	365	4,450
Total Other Local Revenue	2,292	389	2,292	5,425	556	4,869	6,450
Total Revenue	**184,103**	**191,021**	**184,103**	**368,308**	**191,187**	**177,120**	**5,645,795**
Expenses							
Certificated Salaries							
1100 - Certificated Teachers' Salaries	131,099	152,775	131,099	184,747	200,716	(15,969)	1,728,464
1175 - Certificated Teachers' Extra Duties/Stipends	2,136	1,394	2,136	3,014	1,561	1,453	15,500
1200 - Certificated Pupil Support Salaries	26,567	26,426	26,567	50,723	52,852	(2,129)	317,109
1300 - Certificated Supervisors' and Administrators' Salaries	23,291	22,811	23,291	46,482	45,622	860	273,732
Total Certificated Salaries	183,093	203,405	183,093	284,965	300,750	(15,785)	2,334,805
Classified Salaries							
2100 - Classified Instructional Salaries	26,824	17,700	26,824	52,805	25,150	27,655	202,147
2200 - Classified Support Salaries	31,183	48,588	31,183	61,972	94,921	(32,948)	580,804
2400 - Clerical, Technical, and Office Staff Salaries	5,867	-	5,867	10,736	-	10,736	-
Total Classified Salaries	63,874	66,288	63,874	125,512	120,070	5,442	782,950
Benefits							
3101 - State Teachers' Retirement System, certificated positions	34,579	38,850	34,579	53,916	57,443	(3,527)	445,948
3301 - OASDI/Medicare/Alternative, certificated positions	4,329	4,110	4,329	8,221	7,444	777	48,543
3311 - Medicare certificated positions	3,513	3,911	3,513	5,888	6,102	(214)	45,207
3401 - Health and Welfare Benefits, certificated positions	22,956	32,813	22,956	60,918	65,625	(4,707)	393,750
3501 - State Unemployment Insurance, certificated positions	312	1,266	312	435	2,531	(2,096)	25,312
3601 - Workers' Compensation Insurance, certificated positions	(3,273)	3,776	(3,273)	5,346	5,891	(546)	43,649
3901 - Other Benefits, certificated positions	2,355	8,091	2,355	4,937	12,625	(7,688)	93,533
Total Benefits	64,769	92,816	64,769	139,661	157,662	(18,001)	1,095,942
Books & Supplies							
4100 - Textbooks and Core Curricula Materials	-	533	-	-	1,067	(1,067)	6,400
4302 - School Supplies	-	784	-	-	784	(784)	22,429
4305 - Software	4,905	12,180	4,905	118,414	24,360	94,054	146,160
4310 - Office Expense	4,174	4,742	4,174	4,343	9,483	(5,140)	56,900
4311 - Business Meals	1,468	667	1,468	1,568	1,333	235	8,000
4400 - Noncapitalized Equipment	151	699	151	151	699	(548)	20,000
4700 - Food Services	-	1,375	-	-	2,749	(2,749)	16,497
Total Books & Supplies	10,698	20,980	10,698	124,475	40,476	83,999	276,386
Subagreement Services							
5102 - Special Education	-	4,550	-	-	9,100	(9,100)	54,600
5104 - Transportation	-	500	-	-	1,000	(1,000)	6,000
5106 - Other Educational Consultants	-	5,236	-	-	5,236	(5,236)	149,774

Motivated Youth Academy

Budget vs Actual

For the period ended August 31, 2025

5107 - Instructional Services	-	408	-	-	817	(817)	4,900
Total Subagreement Services	-	10,694	-	-	16,152	(16,152)	215,274
Professional/Consulting Services							
5801 - IT	6,590	8,600	6,590	13,038	17,200	(4,163)	103,200
5802 - Audit and Tax	-	-	-	-	-	-	36,500
5803 - Legal	828	2,392	828	828	4,783	(3,956)	28,700
5804 - Professional Development	375	1,475	375	2,025	2,950	(925)	17,700
5805 - General Consulting	17,648	16,704	17,648	32,098	33,408	(1,311)	200,450
5806 - Special Activities	-	865	-	-	865	(865)	24,756
5807 - Bank Charges	25	75	25	51	150	(99)	900
5808 - Printing	603	467	603	603	933	(331)	5,600
5809 - Other Taxes and Fees	85	242	85	85	483	(399)	2,900
5810 - Payroll Service Fee	-	2,125	-	(1)	4,250	(4,251)	25,500
5811 - Management Fee	11,837	9,015	11,837	23,599	18,031	5,568	108,185
5812 - District Oversight Fee	-	1,612	-	-	1,612	(1,612)	39,400
5813 - LACOE Fees	2,288	-	2,288	2,288	-	2,288	9,400
5814 - SELPA Fees	-	370	-	-	370	(370)	10,471
5815 - Public Relations	57	975	57	57	1,950	(1,893)	11,700
Total Professional/Consulting Services	40,336	44,917	40,336	74,669	86,986	(12,317)	625,362
Facilities, Repairs & Other Leases							
5601 - Rent	2,662	3,083	2,662	5,831	6,167	(335)	37,000
5602 - Additional Rent	-	175	-	-	350	(350)	2,100
5604 - Other Leases	320	392	320	640	783	(143)	4,700
Total Facilities, Repairs & Other Leases	2,982	3,650	2,982	6,471	7,300	(829)	43,800
Operations & Housekeeping							
5201 - Auto and Travel Expense	2,155	1,667	2,155	2,920	3,333	(413)	20,000
5300 - Dues & Memberships	1,270	1,267	1,270	5,922	2,533	3,389	15,200
5400 - Insurance	1,786	3,367	1,786	8,266	6,733	1,532	40,400
5516 - Miscellaneous Expense	-	267	-	-	533	(533)	3,200
5900 - Communications	6,455	6,367	6,455	11,721	12,733	(1,013)	76,400
5901 - Postage and Shipping	152	525	152	684	1,050	(366)	6,300
Total Operations & Housekeeping	11,818	13,458	11,818	29,513	26,917	2,596	161,500
Total Expenses	**377,571**	**456,208**	**377,571**	**785,267**	**756,313**	**28,954**	**5,536,019**
Change in Net Assets	**(193,468)**			**(416,960)**			
Net Assets, Beginning of Period	**1,247,769**			**1,471,261**			
Net Assets, End of Period	**$ 1,054,301**			**$ 1,054,301**			

Motivated Youth Academy

Statement of Financial Position

August 31, 2025

	Current Balance	Beginning Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	$ 1,629,713	$ 1,186,219	$ 443,494	37 %
Accounts Receivable	40,536	40,536	0	0 %
Public Funding Receivables	192,954	1,054,933	(861,979)	(82) %
Prepaid Expenses	5,009	120,531	(115,522)	(96) %
Total Current Assets	1,868,212	2,402,219	(534,007)	(22) %
Total Assets	**$ 1,868,212**	**$ 2,402,219**	**$ (534,007)**	**(22) %**
Liabilities				
Current Liabilities				
Accounts Payable	$ (290)	$ 62,196	$ (62,486)	(100) %
Accrued Liabilities	201,499	266,145	(64,646)	(24) %
Deferred Revenue	612,702	602,618	10,085	2 %
Total Current Liabilities	813,911	930,959	(117,047)	(13) %
Total Liabilities	**813,911**	**930,959**	**(117,047)**	**(13) %**
Net Asset	**1,054,301**	**1,471,261**	**(416,960)**	**(57) %**
Liabilities & Net Assets	**$ 1,868,212**	**$ 2,402,219**	**$ (534,007)**	**(40) %**

MY Academy Charter

Check Register

For the period ended August 31, 2025

Check Number	Vendor	Transaction Description	Check Date	Check Amount
21151	Edmentum	License (1) - 07/01/25 - 07/31/25	08/06/2025	$ 650.00
21152	Commission on Teacher Credentialing	CTC Application 41-4 Shuster, L	08/11/2025	100.00
21153	Colorado Department of Labor and Employent	FAMLI Division of Family & Medical Leave Ins. Fees	08/13/2025	50.33
21154	Diane Georgeson	Admin. Support Svcs	08/13/2025	1,521.81
21155	MarshMcLennan Agency	Workers Comp. - 07/01/25 - 07/01/26 - Installment 2 of 10	08/13/2025	2,822.00
21156	San Diego County Office of Education	2025 CTE Career Pathways Conf. (1) - 09/30/25	08/13/2025	275.00
21157	SchoolsFirst Plan Administration LLC	MYA 457b 08/08/25	08/15/2025	847.37
21158	Acacia HR Solutions	Consulting Svcs - 09/25	08/19/2025	4,800.00
21159	Accrediting Commission for Schools Western Assoc of Schools & Colleges	Membership Fee - 2025-2026	08/19/2025	1,270.00
21160	KRA Corporation	Consulting Svcs - 07/25	08/19/2025	7,176.00
21161	MarshMcLennan Agency	Workers Comp. - 07/01/25 - 07/01/26 - Installment 3 of 10	08/19/2025	1,777.80
21162	Land's End Business Outfitters	Custom Apparel	08/26/2025	2,609.37
21163	MarshMcLennan Agency	Workers Comp. - 07/01/25 - 07/01/26 - Installment 4 of 10	08/26/2025	746.00
21164	San Diego County Office of Education	Fingerprint Svcs	08/26/2025	28.00
322271620000274	Procopio General	Legal Svcs through 06/30/25	08/06/2025	827.70
322271620000275	Amazon Capital Services	Office Supplies	08/06/2025	371.31
322271620000276	Charter Impact LLC	Rush Processing Fee - 07/25	08/06/2025	11,837.00
322271620000277	Alpha Vision Computers, Inc.	Backupify G-Suite - 08/25	08/06/2025	70.00
322271620000278	Amazon Capital Services	Office Supplies	08/13/2025	146.93
322271620000279	Steve Fraire	Stipend - 08/25	08/13/2025	650.00
322271620000280	Michael P. Humphrey	Stipend - 08/25	08/13/2025	1,100.00
322271620000281	Larry Albert Alvarado	Stipend - 08/25	08/13/2025	650.00
322271620000282	Peter Matz	Stipend - 08/25	08/13/2025	650.00
322271620000283	William W. Hall	Stipend - 08/25	08/13/2025	1,100.00
322271620000284	R&B Communications	Website Svcs - 07/25	08/13/2025	1,180.00
322271620000285	Keyn Group, LLC	Annual License Renewal (45)	08/19/2025	1,755.00
322271620000286	Keyn Group, LLC	IT Support - 09/25	08/26/2025	6,957.93
322271620000287	Amazon Capital Services	Office Supplies	08/26/2025	336.26
322271620000288	Propio Language Services, LLC	Formatting Svcs	08/26/2025	135.00
ACH	Chase	Service Charges	08/05/2025	25.30
ACH	Inova	Federal & State Tax Payments for Pay Date 080825	08/07/2025	5,619.08
ACH	Chase	Chase Ink CC# 0904 Payment 08/25	08/18/2025	5,781.55
ACH	Verizon Wireless	Communication Svcs - 07/02/25 - 08/01/25	08/18/2025	3,972.92
ACH	OneBridge FSA	One Bridge Adjustments 08/25	08/18/2025	50.00
ACH	Verizon Wireless	Communication Svcs - 07/06/25 - 08/05/25	08/22/2025	230.04
ACH	Philadelphia Insurance Companies	Ins. 08/25 - Specialty & Training Schools	08/25/2025	1,786.18
ACH	Inova	Federal & State Tax Payments for Pay Date 082625	08/26/2025	39,476.29
ACH	Inova	Federal & State Tax Payments for Pay Date 082725S	08/27/2025	7,375.55
			Total Disbursements in August	**$ 116,757.72**

Motivated Youth Academy
60-Day Compliance Calendar
September 1, 2025

Area	Due Date	Description	Completed By	Board Must Approve	Signature Required	Additional Information
DATA TEAM	Oct-01	**California Basic Educational Data System (CBEDS) Information Day -** The first Wed in Oct is CBEDS Information Day, used to collect information on student and staff demographics. Schools must complete the School Information Form (SIF). The SIF is used to report the count of classified staff, kindergarten program type, educational calendars, work visa applications, multilingual instructional programs, and languages of instruction. Data is due to CDE on **October 31th.**	MYA	No	No	http://www.cde.ca.gov/ds/dc/cb/
FINANCE	Oct-31	**LCAP Upload to the California School Dashboard** California Education Code Section 52065(c)(1) requires all LEAs upload their most recent Local Control and Accountability Plan (LCAP) to the California School Dashboard (Dashboard. The LCAP upload submission window will be open from October 13 through October 31, 2025. For further information regarding Dashboard Coordinators or the LCAP upload, please contact the Local Agency Systems Support Office by email at LCFF@cde.ca.gov.	MYA	No	No	
DATA TEAM	Oct-31	**CBEDS-ORA -** Collection of FTE of classified staff, estimated teacher hires, Kindergarten program types, H-1B work visa application, education calendar, multilingual instructional programs, languages of instruction and district of choice transfer requests and transportation data**.**	MYA	No	No	https://www.cde.ca.gov/ds/dc/cb/
FINANCE	Oct-31	**Federal Cash Management - Period 2 -** Charter schools that are awarded a grant under any of these programs: **Title I, Title II, Title III and Title IV** must submit the CMDC report for a particular quarter in order to receive an apportionment for that quarter; CDE will apportion funds to LEAs whose cash balance is below a certain threshold.	Charter Impact	No	No	http://www.cde.ca.gov/fg/aa/cm/
FINANCE	Oct-31	**Comprehensive Support and Improvement (CSI) Expenditure Reporting - 2024 Report 2 and 2023 Final Report -** Actual expenditures for each performance period within the grant period shall be reported to the California Department of Education (CDE) as part of regular grant management and administration.	Charter Impact with MYA support	No	No	https://www.cde.ca.gov/sp/sw/t1/csileagrantrpt.asp
FINANCE	Oct-31	**Collect National School Lunch Program (NSLP) applications** - Schools must collect or receive National School Lunch Program (NSLP) applications by October 31. Schools may process those applications after October 31, and if students are found to be eligible for free or reduced-price meals (FRPMs), those schools may update FRPM program records for eligible students with a start date before Census Day.	MYA	No	No	https://www.cde.ca.gov/fg/aa/nt/index.asp?tabsection=1
DATA TEAM	Oct-31	**Complete 20-Day Attendance Report -** Charter schools in their first year of operation that begin instruction by September 30th, and continuing charter schools that are expanding by adding one or more grade levels, may apply for a special advance on their funding for LCFF State Aid and EPA State Aid. The special advance is based on actual ADA and pupil demographic data for the first 20 days of student instruction.	MYA	No	Yes	https://www.cde.ca.gov/fg/aa/pa/csfunding.asp?tabsection=2
DATA TEAM	Oct-31	**Collect Alternative Income Forms from Families** Alternative income forms can be used in place of, or in conjunction with, federal meal applications to determine students whose household income meets FRPM eligibility levels. Determination is required to calculate UPC (Unduplicated Pupil Count) for Supplemental and Concentration funding, as well as other state grants.	MYA	No	No	https://www.cde.ca.gov/fg/aa/pa/altincomeforms.asp
FINANCE	Nov-15	**Review and/or Update Non-Profit IRS Form 990 Policies - although not required, it is recommended to review these policies annually.** The IRS Form 990 is the annual information return filed by most non-profit charter schools. The IRS Form 990 includes a Governance, Management and Disclosure section. Charter Schools are required to disclose the following policies: Conflict of Interest Policy, Whistleblower Policy, Document Retention and Destruction Policy, Expense Reimbursement Policy, Gift Receiving Policy, and Compensation Approval Policy. A Form 990 must be filed by the 15th day of the 5th month after the close of the NPO's fiscal year. **Most schools extend this deadline to the following May 15th.**	MYA	Yes	No	http://www.publiccounsel.org/useful_materials?id=0025
FINANCE	Set by Authorizer (by Dec 15)	**1st Interim Financial Report -** Local educational agencies (LEAs) are required to file two reports during a fiscal year (interim reports) on the status of the LEA's financial health. The first interim report for the period ending October 31 is due by the date set by the charter authorizer (no later than December 15th).	Charter Impact with MYA support	Yes	Yes	https://www.cde.ca.gov/fg/fi/ir/interimstatus.asp

Coversheet

Consent - Business/Financial Services

Section: VIII. Consent
Item: A. Consent - Business/Financial Services
Purpose: Vote
Submitted by:
Related Material: September 2025 MYA Check Register.pdf

MY Academy Charter

Check Register

For the period ended September 30, 2025

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
21165	SchoolsFirst Plan Administration LLC	MYA 457b 08/26/25	09/02/2025	$3,167.29
21166	SchoolsFirst Plan Administration LLC	MYA 403b 08/26/25	09/02/2025	300.00
21167	California Schools VEBA	Health Ins - 09/25	09/03/2025	32,081.87
21168	Diane Georgeson	Admin. Support Svcs	09/03/2025	1,521.81
21169	Securian Life Insurance Company	Life Ins - 09/25	09/03/2025	988.27
21170	SchoolsFirst Plan Administration LLC	MYA 457b 09/10/25	09/12/2025	445.28
21171	APLUS+	Consulting Svcs - 09/25	09/12/2025	799.00
21172	Document Tracking Services	Document Translations - 08/25	09/12/2025	125.86
21173	Employment Development Department	UI ETT SDI PIT Payment	09/12/2025	109.10
21174	Julie Dome	Student Enrollment (1)	09/12/2025	250.00
21175	Land's End Business Outfitters	Staff Polos	09/12/2025	222.40
21176	Sheriff's Department	Live Scan - H. Sullivan - 09/05/25	09/12/2025	20.00
21177	Sheriff's Department	Live Scan - V. Bravo - 09/05/25	09/12/2025	20.00
21178	Specialized Therapy Services, Inc.	SpEd Svcs - 05/25	09/12/2025	7,478.05
21179	APLUS+	2025 Conf. Reg. (1)	09/19/2025	799.00
21180	KRA Corporation	Consulting Svcs - 08/25	09/19/2025	6,601.88
21181	Land's End Business Outfitters	Staff Polos	09/19/2025	1,096.44
21182	McDougal Boehmer Foley, Lyon Mitchell & Ericksor	Legal Svcs through 05/31/24	09/19/2025	120.00
21183	Acacia HR Solutions	Consulting Svcs - 10/25	09/24/2025	4,800.00
21184	MarshMcLennan Agency	Workers Comp. - 07/01/25 - 07/01/26 - Installment 5 of 10	09/24/2025	746.00
322271620000289	Keyn Group, LLC	Asset Tag Labels	09/03/2025	537.91
322271620000290	Amazon Capital Services	Prime Annual Membership Fee	09/03/2025	140.29
322271620000291	Charter Impact LLC	Business Mgmt Svcs - 09/25	09/03/2025	11,762.00
322271620000292	Charter Impact LLC	Rush Processing Fee - 08/25	09/12/2025	75.00
322271620000293	Alpha Vision Computers, Inc.	Backupify G-Suite - 09/25	09/12/2025	70.00
322271620000294	Clifton Larson Allen LLP	Legal Svcs - Tax Returns YE 06/30/25	09/12/2025	2,362.50
322271620000295	William W. Hall	Stipend - 09/25	09/12/2025	1,100.00
322271620000296	Michael P. Humphrey	Stipend - 09/25	09/12/2025	1,100.00
322271620000297	Steve Fraire	Stipend - 09/25	09/12/2025	650.00
322271620000298	Larry Albert Alvarado	Stipend - 09/25	09/12/2025	650.00
322271620000299	Peter Matz	Stipend - 09/25	09/12/2025	650.00
322271620000300	Propio Language Services, LLC	SpEd Svcs - 08/25	09/12/2025	23.14
322271620000301	Amazon Capital Services	Office Supplies	09/19/2025	131.55
322271620000302	Liminex, Inc.	License (250) - 11/01/25 - 10/31/26	09/24/2025	1,587.50
322271620000303	Amazon Capital Services	Office Supplies	09/24/2025	21.53
E090425-01	Chase	Chase Ink CC# 0904 Payment 09/25	09/04/2025	14,565.75
E090425-02	Chase	Service Charges	09/04/2025	26.20
E090925-02	Inova	Federal & State Tax Payments for Pay Date 091025	09/09/2025	5,729.40
E091625-01	OneBridge FSA	One Bridge Adjustments 09/25	09/16/2025	50
E091725-01	Verizon Wireless	Communication Svcs - 08/02/25 - 09/01/25	09/17/2025	6,613.77
E091925-01	Chase	Chase Ink CC# 0904 Payment 09/25	09/19/2025	5,671.29
		Total Disbursements Issued in September		**$ 115,210.08**

Coversheet

Consent - Education/Student Services

Section: VIII. Consent
Item: B. Consent - Education/Student Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
2025-26 Student and Educational Rights Holder Handbook - Redlined - 2025.09.19.pdf
2025-26 Student and Educational Rights Holder Handbook - For Board Approval - 2025.10.03.pdf
Title I School Educational Partner Compact - Redlined - 2025.09.18.pdf
Title I School Educational Partner Compact - For Board Approval - 2025.09.18.pdf
2025-26 MOU Jewish Family Service - For Board Approval - 2025.10.01.pdf
2025-26 MOU ESCOKIDOS - For Board Approval - 2025.10.01.pdf
TSW Therapy, Inc. 2025-26 Master Contract - unsigned.pdf
2025-26 Goalbook license (Renewal) $1100 - 2025.09.17.pdf
NCS Pearson Quote.pdf

BACKGROUND:

1. Approval of 2025–26 Student and Educational Rights Holder Handbook (Revised)
The 2025–26 Student and Educational Rights Holder Handbook is presented for Board approval as a revision to the previously adopted version. Updates include clarifying language, terminology changes (such as replacing “Learning Facilitator” with “Teacher of Record” where appropriate), and adjustments to calendars and policies to ensure compliance with current laws and alignment with school practices. The revision reflects staff and educational partner feedback and upholds MYA’s commitment to transparency, student support, and regulatory compliance.

2. Approval of 2025–26 Title I School and Educational Partner Compact (Revised)
The revised Title I Compact strengthens collaboration among MYA, families, and students by clarifying roles and responsibilities, ensuring alignment with federal Title I requirements, and reinforcing shared accountability to support student achievement.

3. Approval of 2025–26 Memorandum of Understanding (MOU) with Jewish Family Service (Renewal)
This item requests Board approval to renew the MOU with Jewish Family Service (JFS) for the 2025–26 school year. The renewal maintains student access to the Adolescent Family Life Program (AFLP), which provides case management and vital support to expectant and parenting youth. Through this program, students receive guidance, goal setting, and resources that foster academic and personal success while ensuring confidentiality and collaborative coordination.

4. Approval of 2025–26 Memorandum of Understanding (MOU) with ESCOKIDOS (Renewal)
Board approval is requested to renew the MOU between MYA and ESCOKIDOS for the 2025–26 school year. This partnership continues to provide at-promise youth and families with culturally responsive child abuse prevention services, community resources, and mutual referrals. Renewal strengthens community-based interventions, ensures compliance with confidentiality standards, and sustains access to supportive services for MYA students and families.

5. Approval of 2025–26 TSW Service Agreement (Renewal)
Renewal of the TSW Therapy, Inc. 2025–26 Master Contract ensures MYA’s continued ability to provide specialized services required by student IEPs through Individual Service Agreements.

Approval maintains compliance and guarantees high-quality therapeutic support for students with exceptional needs.

6. Approval of 2025–26 Goalbook License (Renewal)
This item seeks renewal of the Goalbook License for the 2025–26 school year. Goalbook equips staff with instructional tools and resources that support individualized learning and special education services. Renewal ensures uninterrupted access, compliance with learning plans, and improved instructional outcomes for students.

7. Approval of 2025–26 NCS Pearson, Inc. License (Renewal)
Administration recommends renewal of MYA's Digital Assessment Library for Schools (DAL) subscription with NCS Pearson, Inc. for the 2025–26 school year. This license supports ongoing assessment needs for up to 70 IEPs and provides staff access to a comprehensive set of digital tools essential for supporting students' academic progress.

RECOMMENDATION:

1. Approval of 2025–2026 Student and Educational Rights Holder Handbook (Revised)
It is recommended that the Board approve the revised 2025–26 Student and Educational Rights Holder Handbook.
Fiscal Impact: None

2. Approval of 2025–2026 Title I School and Educational Partner Compact (Revised)
It is recommended that the Board approve the revised 2025–26 Title I School and Educational Partner Compact.
Fiscal Impact: None

3. Approval of 2025–2026 Memorandum of Understanding (MOU) with Jewish Family Service (Renewal)
It is recommended that the Board approve the renewal of the 2025–26 MOU with Jewish Family Service.
Fiscal Impact: None

4. Approval of 2025–2026 Memorandum of Understanding (MOU) with ESCOKIDOS (Renewal)
It is recommended that the Board approve the renewal of the 2025–26 MOU with ESCOKIDOS.
Fiscal Impact: None

5. Approval of 2025–2026 TSW Service Agreement (Renewal)
It is recommended that the Board approve the renewal of the 2025–26 TSW Service Agreement.
Fiscal Impact: None

6. Approval of 2025–2026 Goalbook License (Renewal)
It is recommended that the Board approve the renewal of the 2025–26 Goalbook License.
Fiscal Impact: $1,100.00

7. Approval of 2025–2026 NCS Pearson, Inc. License (Renewal)
It is recommended that the Board approve the renewal of the 2025–26 NCS Pearson, Inc. License.
Fiscal Impact: $2,075.00

Motivated Youth Academy
Student and Educational Rights Holder Handbook 2025-26

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Hello,

Welcome to Motivated Youth Academy. Students, staff, families and friends know us as MY Academy or MYA! It is a privilege to be your partner in education. MYA's goal is to provide you with a personalized and supportive educational experience. MY Academy seeks to serve students and families who benefit from flexible pacing and scheduling, learning that is individually targeted, and friendly. MY Academy is excited to support you in your educational journey.

Sincerely,

Bill Dobson, Interim Director

Contact MY Academy

Mailing Address:
Motivated Youth Academy
500 La Terraza Blvd. Suite #150
Escondido, CA 92025

Contact Phone: (619) 343-2048
Contact Email: info@myacademy.org

Website: https://myacademy.org

General Information

About Motivated Youth Academy (MYA)

Motivated Youth Academy ("MYA," "MY Academy," or "Charter School") is a tuition-free, California non-classroom-based public charter school serving students who have fallen behind in school, those looking to get ahead and graduate early, or those who simply desire a non-traditional learning environment. Since 2014, MYA has offered students and families an alternative to traditional learning methods and environments. MYA believes that the student-learning facilitator~~teacher~~ relationship is critical to the development of a young person's social, emotional, and academic well-being.

MYA provides students with the opportunity to engage in a variety of learning styles, creating what we call a 'blended' learning model. This innovative approach to education allows students to learn with great flexibility. Using traditional independent study learning strategies, MYA creates an enriched virtual model of blended learning where students benefit from the flexibility of virtual learning combined with personalized 1:1 support from a credentialed learning facilitator~~teacher~~. Learning sessions are conducted face-to-face; learning facilitator~~teacher~~s go to the students and meet with them in their communities, at libraries, community centers, and similar public facilities, providing MYA students with the best of both worlds.

MYA serves students in grades TK-12, and young adults ages 19-24 seeking a high school diploma.

MYA is accredited by the Western Association of Schools and Colleges ("WASC") and offers University of California ("UC") and California State University ("CSU") A-G coursework. The class lists are accepted by the National Collegiate Athletic Association ("NCAA") and the National Association of Intercollegiate Athletics ("NAIA"). MY Academy's independent study program provides three pathways to graduation: At-Promise, College and Career, and Credit Recovery. MYA offers multiple calendars each year, providing students and families with greater flexibility to pursue interests and take advantage of opportunities.

MYA understands the importance of providing students with a personalized course of study, which is why every MYA student receives a Motivated Youth Personalized Learning Adventure

Now ("MY Plan"). A student's MY Plan is developed based on their unique abilities, needs, and interests. MYA staff provides the support every student needs to identify their dreams and reach their goals. This is one of the many reasons students thrive at MYA—whether working from home, on the road, or anywhere their experiences and adventures take them.

Mission Statement

MY Academy believes in diversity, inclusivity, academic excellence, hope, service, feedback, and gratitude. MYA's mission is to create a diverse and individualized learning environment that supports every student and strengthens relationships between families, programs, authorizers, and the community.

Core Values

- All are welcome
- We celebrate the small things
- We choose hope
- We are servant leaders
- Feedback is critical
- We pursue gratitude

Vision Statement

MYA's vision is to be able to pivot and adapt to meet student needs and interests as they evolve and emerge in the 21st century.

Calendar 2025-26 Links

You will find the MY Academy 2025-2026 School Calendars linked here and on the MY Academy website (https://www.myacademy.org/calendar/).

MY Academy operates three~~two~~ 175 day tracks to give students and families greater scheduling flexibility.

NOTE: A student may only enroll in one school track per year at MY Academy.

Track E Calendar

Track F Calendar

Track G Calendar

Admissions, Registration, and Enrollment

Application, registration, and enrollment policies, procedures and activities comply with state and federal law. They are outlined in the Motivated Youth Academy's Charter Petition. NOTE: County Collaborative Charter School was renamed Motivated Youth Academy on July 1, 2020.

Applications

Students who live in Imperial, Orange, Riverside, and San Diego counties and who express an interest in enrolling with MY Academy must first complete an application. This form requires:

- Student name
- Educational Rights Holder name
- Address and contact information for the Educational Rights Holder
- Student's date of birth
- Student's current grade
- Student's intended grade for enrollment
- Educational Rights Holder's signature and date

Once this document has been received, MYA will contact the Educational Rights Holder to share information about the unique learning model MY Academy uses. If the applicant determines that MY Academy's education model is a good match for the student and would like to enroll at MY Academy, then the Charter School will determine the availability of a trained and qualified credentialed learning facilitator~~teacher~~ to serve as the student's Learning Facilitator ("LF")~~Teacher of Record ("ToR")~~. If an LF~~ToR~~ is available then the student will then be invited to complete the registration process, otherwise they are placed on a waitlist.

Students will be considered for admission without regard to disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

Prior to admission, all Educational Rights Holders must agree to and sign the master agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the master agreement. Enrollment space will be based on need in the community and availability

of qualified, trained ~~qualified~~ credentialed learning facilitator~~teacher~~s to serve as the learning facilitator~~teacher~~ of record.

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

Enrollment Requirements

To enroll in MY Academy, students must live in one of the following counties: Imperial, Orange, Riverside, and San Diego. In accordance with charter law, students may not be concurrently enrolled in MY Academy and any other private or public school. It is not necessary to obtain an inter/intra-district transfer from your local school district to attend MY Academy.

Before the student is enrolled in MY Academy, a Master Agreement must be signed.

Registration

A registration application must be completed and signed by the student and Educational Rights Holder, and the required documents noted below, prior to a student being enrolled and placed on a learning facilitator~~Teacher of Record~~'s ("LF~~ToR~~") roster.

To the extent required by applicable law, a complete registration application includes, but may not be limited to, the following properly submitted documents/information, which is applicable to all students unless otherwise noted:

- Proof of residency
- Birth certificate or proof of birthdate (such as a statement by the local registrar or a county recorder certifying the date of birth, a baptism certificate duly attested, a passport, or an affidavit of the Educational Rights Holder or custodian of the minor)
- Immunization record or this form indicating the Educational Rights Holder is waiving vaccinations (Please see the list of recommended vaccinations under Section E below.) Proof of Tdap (whooping cough vaccination) and Varicella (chickenpox) - Two (2) doses – Students entering 7th-12th grades or this form waiving vaccinations

- Health Exam – TK, Kindergarten, and 1st grade students and any student entering the public school system for the first time - or the signed form waiving this requirement. (See information below for the right to refuse.)
- Oral Health Exam – TK, kindergarten, and 1st grade students, and any student entering the public school system for the first time - or the signed form waiving this requirement
- Transcripts – High school students only
- Caregiver Authorization Affidavit - Only if person enrolling student is not the parent or legal guardian

A student, and Educational Rights Holder who submits an incomplete registration application will be sent a notice of what is needed to complete their registration. The student, and Educational Rights Holder, will be expected to update the registration application information and provide the requested documents in order for the registration to be processed and the student enrolled in MY Academy.

A student, and Educational Rights Holder who is unable to submit a required document should immediately contact the MY Academy admissions department via email at admissions@myacademy.org or phone/text (619) 343-2048. The admissions team will work with registrants to overcome barriers encountered in completing the registration process.

Acceptance of a student's registration application documents does not constitute enrollment with MY Academy until the following has occurred:

A student is not considered enrolled until they have met with their learning facilitator ~~Teacher of Record~~ and the student, and Educational Rights Holder, signs the Independent Study Master Agreement ("Master Agreement"). All students' continued enrollment shall depend upon them fulfilling the terms of the Master Agreement.

Advisory Councils

MY Academy believes that active participation from Educational Rights Holders, family members, trusted adults, students, and employees in school operations and governance helps foster a public school's long-term sustainability as a successful program. MYA welcomes Educational Rights Holders', family members', trusted adults', students', and employees' involvement and values open, positive communication.

MY Academy has established a School Site Council ("SSC"), Educational Partner Advisory ("EPAC") committee, and Staff Advisory Committees. Each plays an important role in molding MY Academy to be responsive to student, Educational Rights Holder, family member, trusted adult, and employee needs, while facilitating the opportunity for continual growth and improvement. The committees meet regularly and function to make recommendations and provide feedback to school administration regarding specific areas of school operations.

Attendance

MY Academy's goal is for each student to be successful. The purpose of this policy is to outline the school support that will be provided and the steps that will be taken if the student, and Educational Rights Holder responsibilities are not fulfilled. Please view this document for MYA's Attendance Policy.

Educational Rights Holder Liability for Student Conduct

The law states that an Educational~~a Educational~~ Rights Holder of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school shall be liable for all damages caused by the minor.

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's Educational Rights Holder(s) are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student's Educational Rights Holder in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's Educational Rights Holder are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

Accepting High School Credits from Previous Schools

MY Academy will evaluate transcripts from a student's previous school and grant credit toward MY Academy graduation requirements if the credits were earned from an accredited school and are credits that could have been earned at MY Academy. Transcripts will be evaluated by a MY Academy school counselor.

Transitional Kindergarten (TK)/Kinder Placement

Transitional Kindergarten (TK): In 2024–25, children are eligible for TK if they turn 5 between September 2 and June 2 *Kindergarten age-eligible students are allowed to choose TK if their 5th birthday is between June 1st-September 1st. Students with a 5th birthday after December 2, may enter TK on or after their 5th birthday.

Kindergarten: Students must turn five on or before September 1 to enroll in kindergarten.

Immigrant Pupils' Rights

Under Education Code 234.7, all children have a right to equal access to free public education, regardless of their or their parents'/guardians' immigration status.

All children in California:

- Have the right to a free public education.
- Must be enrolled in school if they are between 6 and 18 years old.
- Have the right to attend safe, secure, and peaceful schools.
- Have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.
- Have equal opportunity to participate in any program or activity offered by the school without discrimination.

Additional information on this subject can be found directly from the State of California Department of Justice website and the MY Academy website.

Nondiscrimination Statement

MY Academy is non-sectarian in its programs, admissions policies, employment practices, and all other operations. My Academy shall not charge tuition and shall not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, disability, age, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), Education Code 234.7, Title VI of the Civil Rights Act of 1964 and the Individuals with Disabilities Education Act of 2004 ("IDEA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any Educational Rights Holder or student over the age of 18 at the following times: (1) when an Educationala ~~Educational~~ Rights Holder or student over of the age of 18 inquiries about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and

VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor, or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Ms. Gigi Lenz
Operations and Program Manager
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
glenz@myacademy.org
500 La Terraza Blvd, Suite 150
Escondido, CA 92025

The lack of English language skills will not be a barrier to admission or participation in the Charter School's programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

For further information on notice of non-discrimination, visit the U.S. Department of Education Office of Civil Rights (OCR) for the address and phone number of the office that serves your area, or call 1-800-421-3481.

Notice of Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the Educational Rights Holder of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's Educational Rights Holder or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's Educational Rights Holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon Educational Rights Holder request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's Educational Rights Holder or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall include a copy of the Charter School's expulsion hearing process.

If the Educational Rights Holder is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the Educational Rights Holder requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If, as a result of the hearing, the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

Work Permits

Work Permits are required for students under the age of 18 to secure employment. To request a work permit, students should contact their LF and complete the required paperwork. As of January 1st 2021, AB 1963 requires proof that the student's work supervisor has been trained as a mandated reporter.

Terminology

The following is a list of commonly used terms:

Learning Facilitator ("LF")~~Teacher of Record ("ToR")~~ - A learning facilitator~~Teacher of Record~~ is a credentialed learning facilitator~~teacher~~ who works with students in grades TK-12 to support them in reaching their educational goals.

Content Area Specialist ("CAS") - A Content Area Specialist is a credentialed learning facilitator~~teacher~~ who works with students in grades 6-12 and their families to support them in reaching their academic, content-specific goals.

Learning Period ("LP") - The Instructional days between learning period meeting/the assignment.

Weekly Meeting ("WM") - The meeting in which a minor student and Educational Rights Holder, or adult student, meet with their assigned LF once per week to review the learning that took place since the previous meeting, plan for future learning, and offer support to the student.

Independent Study Master Agreement ("MA") - This is an agreement between the school, the learning facilitator,~~Teacher of Record,~~ the student, and the student's Educational Rights Holder. It outlines the assigned coursework, methods of study, available resources, methods of evaluation, meetings, and board policies.

Instructional Program

Academic Guidance

The MY Academy Guidance Department staff is available to assist students and Educational Rights Holders with high school planning as well as college and career guidance. To request an appointment, visit the MY Academy website or email schoolcounselor@myacademy.org.

Availability of Prospectus

Upon request, the Charter School will make available to any Educational Rights Holder, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school juniors/seniors by January 1st of their grade 11 academic year each year, unless the student (if the student is over age 18 years of age or older) or Educational Rights Holder (for those under 18 years of age) opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or Educational Rights Holder, if the student is under 18 years of age) has opted out by or before September 1.

GPAs will be reported to Cal Grant on October 1 in order to meet the October 1 submission deadline. Students wishing to opt-out must complete and submit the opt-out form by September 1. Should the Cal Grant GPA Opt-Out form not be received by the date stated on the form, it is understood that the student has agreed to have their GPA submitted for Cal Grant consideration.

Cal Grant Opt GPA out form - English.pdf

Cal Grant GPA opt out form - Spanish.pdf

Concerns about your Learning Facilitator (LF)~~Teacher of Record (ToR)~~

If a student, Educational Rights Holder or adult student has concerns regarding their LF that they are unable to resolve directly with the LF, please email admin@myacademy.org to set up a meeting with a member of MYA's administrative team. MYA will assist the LF, the student, and Educational Rights Holder or adult student in working towards a positive working relationship.

Educational Rights Holders Portal in the Student Information System (SIS)

Educational Rights Holders have access to the student information system ("SIS") through the parent portal. Click this link to access the portal. This document will support MYA families with the portal.

English Language Proficiency Assessments for California (ELPAC)

Students who indicate a home language other than English on the registration form will be required to take the ELPAC Initial Assessment ("IA") within the first 30 calendar days of enrollment.

Students who have already been identified as an English Learner at MY Academy or at a previous school, will be required to annually take the ELPAC Summative Assessment "(SA") during the spring testing window.

For more information about the ELPAC, visit https://www.elpac.org/ or email info@myacademy.org.

Email Group for Educational Rights Holders

One of the primary methods of communication to MYA students, families is through the MYA educational rights holders email group. Recipients receive time-sensitive communication, deadline reminders, and notifications. Educational Rights Holders must inform their LF via

email if they would like to be included in the educational rights holders email group. Please notify the student's LF, if emails are not received within a week of enrolling.

Graduation Requirements

MY Academy graduation requirements meet California Education Code requirements. MYA has an established "A-G" course list and the curriculum will meet or exceed UC/Cal State "A-G" course requirements.

MYA will configure its minimum course completion requirements and its credit award policy to be consistent with California Law. MYA will prescribe completion of the following, at a minimum:

- Three courses in English (English 9 A/B, 10 A/B, 11 A/B)
- Two courses in Mathematics, with one year of Algebra I mandatory *
- Two courses in Science, including Biological and Physical Sciences
- Three courses in Social Studies (including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics)
- One course in Career Technical Education, Foreign Language or Visual and Performing Arts **
- Two courses in Physical Education unless the pupil has been exempted pursuant to the provisions of Education Code Section 51241.

*At least one course of the mathematics requirement shall be fulfilled by completion of Algebra I coursework.

**Students will be advised that for UC entrance, two years of Foreign Language are required/ three recommended, plus one year of Visual and Performing Arts, and four years of English.

MYA awards 5 credits per course, per semester.

Pathways to Graduation

MY Academy offers multiple pathways to graduation. Students are eligible for graduation when

all requirements have been met. (Note; 5 credits are earned for completion of a one semester class.)

210 Credit General Education Pathway

Subject Area	Credits
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
College and Career	10
Physical Education	20
Electives	70
Career Technical Education, Foreign Language or Visual and Performing Arts	10
Total Credits	**210**

130 Credit Pathway (Board Policy 6130-MYA)

Motivated Youth Academy ("MYA") recognizes that students may face significant barriers to achieving academic success due to their unique, individual circumstances. To enable such students to achieve state and charter school academic standards, MYA shall provide eligible students with full access to the MYA educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of students in the MYA Local Control Accountability Plan ("LCAP").

Upon review by the School Counselor and Administration, and according to California state law, eligible students may participate in the State required minimum credit pathway of 130 credits.
Eligible students include, but are not limited to:

- AB 167/216 (Foster Care)
- AB 365 (Military Family)
- AB 1806/216 (Homeless)
- AB 2121 (Migratory/Newcomers)
- AB 2306 (Juvenile Courts)
- Credit Deficient
- Gap in enrollment
- Students who have experienced exceptional barriers or circumstances (at the approval of school administration).

The high school graduation course requirements in California include a set of 13 minimum courses required under the California Education Code, in addition to other coursework adopted by the Local Education Agency ("LEA"). All students receiving a diploma of graduation from a California high school must have completed all of the following courses, while in grades 9 to 12:

Subject Area	Credits
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10

Physical Education	20
Career Technical Education, Foreign Language or Visual and Performing Arts	10
Total Credits	130

Students and families who are considering opting for the 130 credit graduation pathway should consider the following limitations: Receiving a diploma through this exemption will affect a student's ability to gain direct admission to many post-secondary educational institutions, as students will not meet the A-G requirements for enrollment in a four-year California university (CSU and UC) upon graduation from high school. Students may complete specific coursework and gain entry into the CaliforniaA State Universities through California Community Colleges

Local Assessments

All MYA students take a series of local assessments at the beginning and conclusion of each school year. This information is used to develop each students' MY PLAN (Motivated Youth Personal Learning Adventure Now). In addition, it will also be used to measure individual student growth.

Notice for Information Regarding Financial Aid

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at least once before the student enters 12th grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at: https://studentaid.gov/announcements-events/fafsa-support

The California Dream Act Application and information regarding the California Dream Act are available at: https://dream.csac.ca.gov/landing

Physical Fitness Test

The Physical Fitness Test ("PFT") for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting life-long habits of regular physical activity.

Students in grades five, seven, and nine take the PFT. The test has multiple parts that measure students' fitness levels and abilities. For more information about the PFT, visit https://www.cde.ca.gov/ta/tg/pf/index.asp or email info@myacademy.org.

Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-12. An Educational Rights Holder of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active Educational Rights Holder consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Educational Rights Holders may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to

sex) may be administered to students in grades 7-12. An Educational Rights Holder has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Educational Rights Holder shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student's Educational Rights Holder excusing the student from participation. An alternative educational activity shall be made available to students whose Educational Rights Holder have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Please see Comprehensive Sexual Health Education Policy linked in the Appendices for further information.

State Testing

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ("CAASPP") Notwithstanding any other provision of law, an Educational Rights Holder's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, Educational Rights Holders have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

CAASPP is a system intended to provide information that can be used to monitor student progress on an annual basis and ensure that all students leave high school ready for college and/or a career.

Students in grades 3-8 and grade 11 are required by the California Department of Education to complete the CAASPP assessments. These tests occur during the spring each year. Student

score reports include an overall score and a description of the student's achievement level for English Language Arts/Literacy, Mathematics, and Science. They encompass the following assessments:

- Computer Adaptive Tests (CATs) for ELA and math; grades 3-8 and 11
- Performance Tasks (PTs) for ELA and math; grades 5-8 and 11
- California Science Test (CAST); grades 3-8 and 11 or 12
- California Alternate Assessment (CAA)

As stated above, Educational Rights Holders may opt out of state-mandated academic testing by submitting a written request to the school each year, but this only applies to the state-mandated assessments and ***MYA does not recommend opting out***. MYA does not recommend opting out because charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school may have its Charter revoked if it does not provide sufficient data and demonstrate progress on students' performance using a variety of assessments and indicators.

For more information about the CAASPP, visit https://www.caaspp.org/ or email info@myacademy.org.

Student Grades

High School Transcript

The high school transcript is a record of the high school courses taken and the grades and credits earned.

To request an official transcript, please visit MYA's Parchment service.

Report Cards

As per California State Law, the learning facilitator ~~Teacher of Record~~ assigns official grades. The grades awarded on the report card represent the professional evaluation by the learning facilitator~~Teacher of Record~~ of the student's progress toward state and school standards.

Learning Facilitator~~Teacher~~ Qualification Information

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the "Every Student Succeeds Act" ("ESSA"), all Educational Rights Holder of students attending the Charter School may request information regarding the professional qualifications of classroom learning facilitator~~teacher~~s and/or paraprofessionals, including at a minimum:

1. Whether the student's learning facilitator~~teacher~~:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the learning facilitator~~teacher~~ provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the learning facilitator~~teacher~~; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the Educational Rights Holder in a timely manner. Educational Rights Holder may contact the Executive Director at:

Executive Director

Motivated Youth Academy

500 La Terraza Blvd. Suite #150

Escondido, CA 92025

admin@myacademy.org

(619) 343-2048

to obtain this information.

MY Academy currently receives school-wide assistance grants based on student/family socioeconomic status upon enrollment. This funding is allocated for direct impact on our at-promise students, English Learner, homeless, foster, juvenile, delinquent, migratory, and any

student who is working toward grade level proficiency. Title I funding provides students with the appropriate interventions and resources to improve their academic achievement and meet state standards.

School-Parent Compact

Our Parent/School Compact addresses legally required items, as well as other items suggested by parents and family members of Title I, Part A students.

Parents Right to Know Letter

If at any time your child has been taught for four or more consecutive weeks by a learning facilitator~~teacher~~ not highly qualified, the school will notify you.

Parent and Family Engagement Policy

MY Academy has developed a written Parent and Family Engagement Policy with input from Title I parents and families. MY Academy has distributed the Policy to parents of Title I students by posting it on the school website and including it in the Student and Educational Rights Holder~~Parent and Student~~ Handbook. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

Additional information may be found on the California Department of Education website.
https://www.cde.ca.gov/sp/sw/index.asp
Melissa Lato, Intervention Coordinator
Ph: 619-343-2048
mlato@myacademy.org

Technology

MY Academy recognizes and utilizes technology as a powerful educational tool. For specific information about technology, view MYA's Technology Usage Agreement.

Western Association of Schools and Colleges ("WASC") Accreditation

MY Academy students are enrolled in a school that is fully accredited by WASC.

School accreditation:

- certifies to the public that the Charter School is a trustworthy institution of learning.
- validates the integrity of the Charter School's program and student transcripts.
- fosters improvement of the Charter school's program and operations to support student learning.
- assures the Charter School community that the Charter School's purpose is appropriate

Additionally, WASC accreditation is important because other schools, colleges and universities and the military often require applicants to have transcripts from accredited schools.

Student Health, Welfare, & Safety

Animal Dissections

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their learning facilitator~~teacher~~ with a written statement, signed by their Educational Rights Holder, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the learning facilitator~~teacher~~ believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students at

grades five, seven, nine, and eleven whose Educational Rights Holder provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Child Abuse Reporting

As mandated reporters, learning facilitators~~Teachers of Record~~, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency. All school staff are required to participate in yearly training to identify child abuse and learn how to report suspected abuse.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.
A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include, but are not limited to, synthetic cannabinoids (“synthetic marijuana”, “spice”, “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including

heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Click here to view AB 889 – Pupil Safety: Synthetic Drugs

Click here for additional information from the CDPH Substance & Addiction Prevention Branch

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Educational Rights Holders and Caregivers Participation and Education

1. Educational Rights Holders and caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational Rights Holders and caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the parent handbook.
3. Educational Rights Holders and caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holders and caregivers may have access to suicide prevention

training that addresses the following:

a. Suicide risk factors, warning signs, and protective factors;
b. How to talk with a student about thoughts of suicide;
c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Firearm Safety Laws

"The California Legislature (Assembly Bill 452, Section 1, 2023) has found and declared:

- Guns are the third leading cause of death of children in America. Every day, eight children and teens are shot in instances of family fire, which is a shooting involving an improperly stored or misused gun found in the home resulting in injury or death.
- Data show that 75 percent of school shootings are facilitated by children having access to unsecured or unsupervised firearms at home. Eighty-seven percent of children know where their parents' firearms are stored, and 60 percent report that they have handled them.
- Over 80 percent of teens who have died by suicide used a firearm that belonged to someone in their home.

Assembly Bill 452—Pupil Safety: Parental Notification, Firearm Safety Laws

Section 48986 has been added to the California Education Code (EC) and requires that beginning on July 1, 2023, all kindergarten through grade twelve school districts, county offices of education, and charter schools shall annually inform educational rights holders of California's child access prevention laws and laws relating to the safe storage of firearms at the beginning of the first semester or quarter of the regular school term. You will find Assembly

Bill 452 on the California Legislative Information web page at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB452.

Senate Bill 906—School Safety: Homicide Threats

Sections 49390 through 49395 have been added to the EC. This bill seeks to address homicidal threats in middle and high schools and applies only to local educational agencies that serve pupils in any grades from six through twelve as part of a middle school or high school. Local educational agencies serving these pupils must include information about child access prevention laws and laws relating to the safe storage of firearms in the annual notifications to educational rights holders at the beginning of the first semester or quarter of the regular school term. The law states that school officials are required to report homicidal threats or perceived threats, as defined, to law enforcement, who must conduct an immediate investigation and threat assessment, as defined. You will find Senate Bill 906 on the California Legislative Information web page.

Parent/guardian annual notification that satisfies the model content requirement of Assembly Bill 452 and Senate Bill 906 is available in English and Spanish on the CDE Violence Prevention web page at https://www.cde.ca.gov/ls/ss/vp/.

It is our collective responsibility to ensure that students, staff, families, and communities are as prepared and safe as possible. Thank you for your attention and commitment to school safety."

The purpose of this section is to inform and to remind educational rights holders of all MY Academy students of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this section spells out California law regarding the storage of firearms. Please take some time to review this section and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

Note: Your county or city may have additional restrictions regarding the safe storage of firearms.

Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for Educational Rights Holders about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be

excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

TK/K-12 Admission
Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses
Polio - Four (4) doses
Measles, Mumps, and Rubella (MMR) - Two (2) doses
Hepatitis B (Hep B) - Three (3) doses
Varicella (chickenpox) – Two (2) doses

NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

Entering 7th Grade
Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose
Varicella (chickenpox) - Two (2) doses

NOTE: In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Exemptions from Immunization Requirements

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All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

- Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
- Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that MYA shall accept.
- Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.
- Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction are exempt from immunizations, however MYA must still request, record, and report all enrolled student's immunization status.

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's Educational Rights Holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to Educational Rights Holders and caregivers should follow a formal initial assessment to ensure

that the student is not endangered by Educational Rights Holder notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
    a. Eliciting immediate medical treatment if a suicide attempt has occurred;
    b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
    c. Ensuring that the student is under continuous adult supervision until the Educational Rights Holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
    d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
    e. Moving all other students out of the immediate area if applicable;
    f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
    g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the Educational Rights Holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the Educational Rights

Holder that the follow-up treatment has been accessed. Educational Rights Holders will be required to provide documentation of care for the student. If Educational Rights Holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the Educational Rights Holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.

5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's Educational Rights Holder about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, Educational Rights Holders, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the Educational Rights Holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among learning facilitator~~teacher~~s, staff, and students.

3. Obtain permission from the Educational Rights Holder to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and Educational Rights Holder steps for re-integration to school. Re-integration may include obtaining a written release from the Educational Rights Holder to speak with any health care providers; conferring with the student and Educational Rights Holder about any specific requests on how to handle the situation; informing the student's learning facilitator~~teacher~~s about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the Educational Rights Holder to involve the student in an aftercare plan.

Mental Health Services

The Charter School recognizes that, when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available at School:

- School-based counseling services – your child is encouraged to request from their assigned learning facilitator~~Teacher of Record~~ connection with counseling services MYA's school psychologist supports students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including

isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.

- Special education services – if you believe your child may have a disability, you are encouraged to directly contact MYA's Special Education Program Manager to request an evaluation: programmanager@myacademy.org or (619) 343-2048 x 123.
- Prescription medication while at a school function – if your child requires prescription medication while attending a school function and you would like assistance from School staff in providing this mediation to your child, please contact your student's learning facilitator~~Teacher of Record~~.

Available in the Community:

- Imperial County - Imperial County Behavioral Health Services
- Riverside County - Riverside County Department of Mental Health
- San Diego County - County of San Diego Health and Human Services Agency
- Orange County - OC Health Care Agency

Mental Health Plan (MHP) in each county is responsible for providing or arranging for the provision of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries.

- Imperial County: (800) 817-5292
- Riverside County: (800) 706-7500
- San Diego County: (888) 724-7240
- Orange County: (800) 723-8641

Available Nationally:

- 211 - 211 is a free information and referral service that connects people to health and human services in their community 24 hours a day, 7 days a week. 211 serves people of all income levels, languages and cultural backgrounds and is available to 96% of Californians and to 85% of U.S. households. 211 programs are supported by United Way, public and private funders, city and county agencies and more. In fact, California United Ways operate and/or provide major funding for 2-1-1 programs throughout the state. 211 also plays a critical role in providing information and support in times of disaster, such as evacuation, shelter, food, medical and recovery information, and provides public officials with feedback from callers about changing conditions.
- California Youth Crisis Hotline – 1 (800) 843-5200
  The California Youth Crisis Line is a 24/7 statewide emergency response system for youth (ages 12-24) and families in crisis. Professionally trained staff and volunteer

counselors respond to calls regarding thoughts of suicide, depression, bullying, health and identity questions, trauma, human trafficking or any teen-related struggle. Translation services are available for multiple languages.
- The 988 Suicide & Crisis Lifeline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours by dialing 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit** https://www.thetrevorproject.org/.
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.

Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

Physical Examinations and Right to Refuse

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the Executive Director or designee with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

An Educational Rights Holder having control or charge of any child enrolled in the Charter School may file annually with the Executive Director or designee a written and signed statement stating that the Educational Rights Holder will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or

infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Motivated Youth Academy
Operations and Program Manager
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048

glenz@myacademy.org

A copy of the UCP is available in the Appendices of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
    a. Confirm death and cause;
    b. Identify a staff member to contact the deceased's family (within 24 hours);
    c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
    a. Notification (if not already conducted) to staff about suicide death;
    b. Emotional support and resources available to staff;
    c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
    d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
    a. Review of protocols for referring students for support/assessment;
    b. Talking points for staff to notify students;
    c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of

imitative behavior;

5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
    a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
    b. Support siblings, close friends, learning facilitator~~teacher~~s, and/or students of deceased
    c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

School Safety Plan

MY Academy recognizes that students have the right to a safe and secure environment where they are free from physical and psychological harm. The school is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others. Additionally, there are a few instances even in an independent study model, that require a clear emergency preparedness plan. The Charter School has developed a Comprehensive School Safety Plan, which is written to address the safety of both the students and the staff.

The Comprehensive School Safety Plan can be found here.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided

for all school staff members and shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
    a. Suicide risk factors, warning signs, and protective factors;
    b. How to talk with a student about thoughts of suicide;
    c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
    d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
    e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
    f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at http://cal-schls.wested.org/.
    g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not

limited to, the following:

i. Youth affected by suicide;
ii. Youth with a history of suicide ideation or attempts;
iii. Youth with disabilities, mental illness, or substance abuse disorders;
iv. Lesbian, gay, bisexual, transgender, or questioning youth;
v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
vi. Youth who have suffered traumatic experiences;

4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
    a. The impact of traumatic stress on emotional and mental health;
    b. Common misconceptions about suicide;
    c. Charter School and community suicide prevention resources;
    d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
    e. The factors associated with suicide (risk factors, warning signs, protective factors);
    f. How to identify youth who may be at risk of suicide;
    g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
    h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
    i. Charter School approved procedures for responding to the aftermath of

suicidal behavior (suicidal behavior postvention);

j. Responding after a suicide occurs (suicide postvention);
k. Resources regarding youth suicide prevention;
l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Student Identification (ID) Cards

Student ID cards are available for all enrolled students in TK-12th grade. To request a card, contact your LF. Please allow up to two weeks for processing and mailing. Any questions should be directed to the student's TOR.

In order to be in compliance with local daytime loitering laws, in the community where a student is, students should have their MYA ID card in their possession any time school is in session.

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide

prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
    a. Coping strategies for dealing with stress and trauma.;
    b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
    c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.;
    d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

Suicide Prevention Policy

Policy Adopted: October 10, 2019
Policy Revised: July 9, 2020
Policy Reviewed: August 19, 2021

Policy Revised: December 14, 2023
Policy Reviewed: December 12, 2024

Motivated Youth Academy ("MYA" or the "Charter School") recognizes that suicide is a major cause of death among youth and should be taken seriously. In an effort to reduce suicidal behavior and its impact on students and families, the Charter School has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and educational partners, school employed mental health professionals, administrators, other school staff members, and the county mental health plan in planning, implementing, and evaluating the Charter School's strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

The purpose of this policy is to protect the health and well-being of all of our students by having procedures in place to prevent, assess the risk of, intervene in, and respond to youth suicidal behavior. Protecting the health and well-being of all students is of utmost importance to our school and is in line with school mandates for all professionals and individuals working with youth. Because it is impossible to predict when a crisis will occur, preparedness is necessary for every school. Youth suicide is preventable, and Educational Rights Holders, educators and schools are key to prevention. Preventing suicide depends not only on suicide prevention policies, but also on a holistic approach that promotes healthy lifestyles, families, and communities. Thus, this policy is intended to be paired with other policies and efforts that support the emotional and behavioral well-being of youth.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and

the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community partners.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a learning facilitator~~teacher~~, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and Educational Rights Holder, about additional resources to support the student.

Surveys About Personal Beliefs

Unless the student's Educational Rights Holder gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's Educational Rights Holders' personal beliefs or practices in sex, family life, morality, or religion.

Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. The Charter School provides instructional programs designed to discourage students from using tobacco products. The Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any

property owned, leased, or rented by or from the Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Executive Director or designee shall inform students, Educational Rights Holder, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, the Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

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

Smoking and the use of all tobacco products, including the use of electronic nicotine delivery systems, such as e-cigarettes, is prohibited at all MY Academy events, at all times by all persons, including employees, students, and visitors.

Universal Meals Program

Pursuant to California law, commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal per meal service (breakfast and lunch) each school day on which the student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all pupils in kindergarten through grade twelve (12). Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter

School website and in the main office. All families are encouraged to complete the application form i. Completed application forms can be returned to the main office.

Because MY Academy does not operate a school site, resource center, meeting space or other satellite facility, meals are not provided as part of the Universal Meal Program.

Special Populations

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *"Foster youth"* means any of the following:
  1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code ("WIC") section 309 (whether or not the child has been removed from the child's home by juvenile court).
  2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
  3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
     a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
     b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
     c. The nonminor is participating in a transitional independent living case plan.
  4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[1]
  5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.

[1] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.
- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with an Educational Rights Holder, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose Educational Rights Holders have been informed of the child's eligibility for migrant education services. This includes a child who, without the Educational Rights Holder, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- *"Student participating in a newcomer program"* means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, an Educational Rights Holder for a Foster and Mobile Youth will be referred to as an "Educational Rights Holder."

Notice for Foster and Mobile Youth Liaison:

The Executive Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Motivated Youth Academy
Student Success Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
fosterandmobileyouth@myacademy.org

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school for foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: The Charter School will work with foster youth and their Educational Rights Holder to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, clubs or esports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

Graduation Requirements: Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the Educational Rights Holder, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's Educational Rights Holder how any of the requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of a military family, a currently migratory child or a pupil participating in a newcomer program.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's Educational Rights Holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.

Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or

equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change in the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without Educational Rights Holder consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in

the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available as a link in the Appendices of this handbook.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available as a link in the Appendices of this handbook.

Education of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of an

Educational Rights Holder) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the Educational Rights Holder. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

School Liaison: The Executive Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Motivated Youth Academy
Student Success Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
fosterandmobileyouth@myacademy.org

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.

4. Educational Rights Holders are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.

5. Public notice of the educational rights of homeless children is disseminated at places frequented by Educational Rights Holders of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the Educational Rights Holders of homeless youth and unaccompanied youth.

6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.

7. Educational Rights Holders and any unaccompanied youth are fully informed of all transportation services, as applicable.

8. Charter School personnel providing services receive professional development and other support.

9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.

10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all Educational Rights Holders of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's Educational Rights Holder or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

High School Graduation Requirements: Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's Educational Rights Holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a

fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

English Learners

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to Educational Rights Holders, student identification, placement, program options, English Learners and core content instruction, learning facilitator~~teacher~~ qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and Educational Rights Holders.

For detailed information about English Language Learners, please see MYA's English Learner Master Plan.

Section 504

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of a disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The Educational Rights Holder of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director or designee.

MY Academy adheres to all Section 504 legal requirements. For students transferring to MY Academy with an existing 504 Plan, MYA staff will hold a review meeting within the first 30 days of enrollment to review the current 504 Plan to collaborate with the 504 team, and update the 504 plan with the accommodations that can reasonably be implemented within MY Academy's personalized learning school model. For currently enrolled MY Academy students with an existing 504 plan, 504 review meetings are offered at the beginning of every school year. For

more information on MY Academy Charter School's 504 Program, see the policy under the Appendices section of this Handbook or email info@myacademy.org.

MY Academy does not discriminate on the basis of race or ethnicity, color, national origin, sex, disability, age, gender, gender identity, gender expression, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes sent forth in Penal Code section 422.55, including immigration status. My Academy does not discriminate on the basis of sex in the education program/activity of the school, and that it is required by Title IX not to discriminate in such a manner. The requirement not to discriminate in the education programs/activities of the school extends to admission and employment, and inquiries about the application for Title IX to the school may be referred to MY Academy's Title IX Coordinator, to the Assistant Secretary of Education, or both. Complaints alleging noncompliance may also be made by contacting the school's Executive Director. A copy of the school's nondiscrimination policy and Title IX policy is available upon request.

Section 504 requires MY Academy to provide a free appropriate public education to qualified students who have a physical or mental impairment that substantially limits one or more major life activities.

Special Education / Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the Sonoma County Charter SELPA. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with Educational Rights Holders, the student, learning facilitator~~teacher~~s, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. Under the IDEA, Educational rights holders have a right to inspect, review, and obtain copies of their child's educational records. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact the Special Education Program Manager, at programmanager@myacademy.org or (619) 343-2048 x123.

MY Academy will collect information about a student's special education eligibility or services. The educational rights holder of a child should submit to the Special Education Department a complete copy of the student's most recent IEP (Individualized Education Plan), 504 plan, or any related special education documentation, if your child was receiving special education services in the past. In addition, MY Academy will comply with all relevant obligations under the law, including taking reasonable steps to promptly obtain relevant pupil records from the previous school in which your child was enrolled, including records relating to providing special education and related services to your child, and offering a Free and Appropriate Public Education ("FAPE"). If you have a student who receives special education services, please review this Notice of Procedural Safeguards to understand the special education rights of both educational rights holders and students.

Student Rights, Conduct, & Complaint Procedures

Educational Records and Student Information

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

1. The right to inspect and review the student's education records within five (5) school days after the day MY Academy receives a request for access.

Educational Rights Holders must submit to the Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the Educational Rights Holders of the time and place where the records may be inspected.

2. Educational Rights Holders have the right to request an amendment of the student's education records that they believe is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

   Educational Rights Holders who wish to ask the school to amend a record must write to the Executive Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If MY Academy decides not to amend the record as requested by the Educational Rights Holder or eligible student, MY Academy will notify the Educational Rights Holders of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the Educational Rights Holders when notified of the right to a hearing. If MY Academy agrees to amend the record as requested, the Executive Director must order the correction or the removal and destruction of the information and inform the Educational Rights Holders of the amendment in writing.

3. The right to provide written consent before MY Academy discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

   One exception, which permits disclosure without consent, is disclosure to Charter school officials with legitimate educational interests. For this purpose, a Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official may also include a volunteer, consultant, or vendor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; or contracted

provider of digital educational platforms and/or services , an Educational Rights Holder volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an Educational Rights Holder, student, or other volunteer assisting another school official in performing a task on behalf of the Charter School. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that processes FERPA complaints are:

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

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written Educational Rights Holder consent.

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

of a student without obtaining prior written consent of the Educational Rights Holders or the eligible student:

- To Charter School officials, including learning facilitators, within the educational agency or institution whom the school has determined have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, as defined by 34 C. F. R. Part 99; To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the Educational Rights Holders of the request for records at the parents/guardians/educational right holders' last known address, unless the disclosure is initiated by the Educational Rights Holders. Additionally, the Charter School will give the Educational Rights Holders, upon request, a copy of the record that was disclosed and give Educational Rights Holders, upon request, an opportunity for a hearing;
- To certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aidOrganizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;
- Educational Rights Holders of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the Educational Rights Holder or eligible student of the order or subpoena in advance of compliance, so that the Educational Rights Holder or eligible students may seek a protective order;

- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and Educational Rights Holders, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without an Educational Rights Holder's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

- Student's name
- Student's address
- Educational Rights Holder's address
- Telephone listing
- Student's electronic mail address
- Educational Rights Holder's electronic mail address
- Photograph/video
- Date and place of birth
- Dates of attendance

- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment.

Please notify the Executive Director at:
Executive Director
Motivated Youth Academy
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
admin@myacademy.org

A copy of the complete Policy is available upon request at the main office.

Professional Boundaries: Staff/Student Interaction Policy

Motivated Youth Academy ("MY Academy" or "Charter School") recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by Educational Rights Holders, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/learning facilitator relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or Educational Rights Holder point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student in a private situation.
(d) Intentionally being alone with a student away from the school.
(e) Making or participating in sexually inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student for your benefit.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Educational Rights Holder and Supervisor Permission

(These behaviors should only be exercised when a staff member has Educational Rights Holder and supervisor permission.)

(a) Giving students a ride to/from school or school activities.
(b) Being alone in a room with a student at school with the door closed.
(c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

(a) Remarks about the physical attributes or development of anyone.
(b) Excessive attention toward a particular student.
(c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

(a) Getting Educational Rights Holders' written consent for any after-school activity.
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
(c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping Educational Rights Holders informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing the Principal about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any type of special needs student.
(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) Pats on the back, high fives and handshakes are acceptable.
(r) Keeping your professional conduct a high priority.

(s) Asking yourself if your actions are worth your job and career

School Search and Seizure

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend school activities which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

Student Freedom of Speech and Expression

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

Students shall have the right to exercise freedom of speech and of the press including, but not limited to:

1. the use of bulletin boards
2. the distribution of printed materials or petitions
3. wearing of buttons, badges, and other insignia
4. the right of expression in official school publications. "Official school publications" refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The Executive director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

The complete policy is in the Appendices of this handbook.

Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy

Policy Adopted: October 10, 2019
Revised: August 13, 2020
Revised: September 13, 2021
Revised: December 14, 2023
Revised: December 12, 2024

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such,

the Motivated Youth Academy Board of Directors (the "Board" or the "School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration and citizenship status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this policy. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

To the extent possible, Motivated Youth Academy will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so.

Moreover, the School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The School will promptly and thoroughly investigate any complaint of such misconduct prohibited by this policy and take appropriate corrective action, if warranted.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION AND BULLYING COORDINATOR ("COORDINATOR"):

Gigi Lenz, Operations and Program Manager

Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
glenz@myacademy.org
500 La Terraza Blvd Ste 150
Escondido, CA 92025

PROHIBITED UNLAWFUL HARASSMENT UNDER TITLE IX

Prohibited Unlawful Harassment is defined as:

1. Verbal conduct such as epithets, derogatory jokes or comments, or slurs.
2. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with school because of sex, race or any other protected basis.
3. Retaliation for reporting or threatening to report harassment.
4. Deferential or preferential treatment based on any of the protected classes above.

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the Charter School.

SEXUAL HARASSMENT

Motivated Youth Academy is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

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

3. The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

1. Physical assaults of a sexual nature, such as:
    a. Rape, sexual battery, molestation or attempts to commit these assaults.
    b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:
    a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
    b. Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    c. Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
3. Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
    a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
    b. Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.

c. Displaying signs or other materials purporting to segregate an individual by sex in
an area of the educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

PROHIBITED BULLYING

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.

Bullying includes one or more acts committed by a student or group of students that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
4. Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network internet website including, but not limited to:
    a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    b. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of "cyber sexual bullying" including, but not limited to:
    a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
    c. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

GRIEVANCE PROCEDURES

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this policy.

Any student who believes they have been subject to misconduct prohibited by this policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the coordinator:

Gigi Lenz, Operations and Program Manager
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
glenz@myacademy.org
¶
500 La Terraza Blvd Ste 150
Escondido, CA 92025

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this policy or other verbal, or physical abuses. Any student who feels targeted by such behavior should immediately contact a learning facilitator, counselor, the program director, coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this policy.

Motivated Youth Academy acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the coordinator or designee on a case-by-case basis.

Motivated Youth Academy prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Investigation

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, Educational Rights Holder, volunteer, visitor or affiliate of the School, the coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, the coordinator or administrative designee will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the coordinator or administrative designee reveal confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

All records related to any investigation of complaints under this policy are maintained in a secure location.

Consequences

Students or employees who engage in misconduct prohibited by this policy will be subject to disciplinary action.

Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures ("UCP") complaint form at any time during the process.

Right of Appeal

Should the complainant find the coordinator's resolution unsatisfactory, the complainant may, within five (5) school days, file an appeal with the Designated Appeals Committee. In such cases, at least three (3) certificated School employees who are unfamiliar with the case and who have been previously designated and trained for this purpose shall be assembled to conduct a confidential review of the complainant's appeal and render a final decision.

A copy of the TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM is available on the following page and can also be downloaded here.

TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____ I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

_____ _____

Signature of Complainant Date

_____

Print Name

To be completed by the Charter School:

Received by: _____ Date _____

Follow up meeting with complainant held on: _____

Uniform Complaint Procedures ("UCP")

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

    - Accommodations for Pregnant, Parenting or Lactating Students;
    - Adult Education;
    - Career Technical and Technical Education;
    - Career Technical and Technical Training;
    - Child Care and Development Programs;
    - Consolidated Categorical Aid;
    - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
    - Every Student Succeeds Act;
    - Migrant Education Programs;
    - Regional Occupational Centers and Programs; and
    - School Safety Plans.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

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

    Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies

exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:
Motivated Youth Academy
Operations and Program Manager
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
admin@myacademy.org

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and

the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or Educational Rights Holder as

applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge and is available under the Appendices of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a hard copy of the UCP, please contact the Executive Director.

A copy of the Uniform Complaint Procedure Form is available on the following page and can also be downloaded here.

UNIFORM COMPLAINT PROCEDURE FORM

Last Name:_____ First Name/MI:_____

Student Name (if applicable):_____ Grade:____ Date of Birth:_____

Street Address/Apt.#:_____

City:_____ State:_____ Zip Code:_____

Home Phone:_____ Cell Phone:_____ Work Phone:_____

School/Office of alleged violation:_____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- ☐ Adult Education
- ☐ Career Technical and Technical Education/Career Technical and Technical Training
- ☐ Child Care and Development
- ☐ Consolidated Categorical Aid Programs
- ☐ Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families
- ☐ Every Student Succeeds Act
- ☐ Local Control Funding Formula/Local Control and Accountability Plan
- ☐ Migrant Education Programs
- ☐ Regional Occupational Centers and Programs
- ☐ School Plans for School Achievement
- ☐ School Safety Plan
- ☐ Pupil Fees
- ☐ Pregnant, Parenting or Lactating Student

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- ☐ Age
- ☐ Ancestry
- ☐ Color
- ☐ Disability (Mental or Physical)
- ☐ Ethnic Group Identification
- ☐ Medical Condition
- ☐ Immigration Status/Citizenship
- ☐ Gender/Gender Expression/Gender Identity
- ☐ Genetic Information
- ☐ Nationality/ National Origin
- ☐ Race or Ethnicity
- ☐ Religion
- ☐ Sex (Actual or Perceived)
- ☐ Sexual Orientation (Actual or Perceived)
- ☐ Based on association with a person or group with one or more of these actual or perceived characteristics
- ☐ Marital Status

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. Have you discussed your complaint or brought your complaint to any School personnel? If you have, to whom did you take the complaint, and what was the result?

_____

_____

_____

_____

_____

_____

_____

_____

3. Please provide copies of any written documents that may be relevant or supportive of your complaint. I have attached supporting documents.

- ☐ Yes
- ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:
Gigi Lenz
Operations and Program Manager
500 La Terraza Blvd
Escondido, CA 92025

Use of Student Information Learned from Social Media

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student's Educational Rights Holder may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

Policy Appendix

All policies listed in the appendix are public record and meet the legal annual notice requirements.

Community Relations

Access to Public Records Policy

COVID-19 Safe Reopening and Operation of Schools Policy

School Sponsored Field Trips and Cultural Excursions Policy

Suicide Prevention Policy

Uniform Complaint Procedures Policy

Instruction

130 Credit Graduation Path Policy

Attendance Policy

Independent Study Policy

Comprehensive School Safety Plan

Comprehensive Sexual Health Education Policy

Education for Foster Youth Policy

Education for Homeless Children and Youth Policy

Local Assessments Policy

Mathematics Placement Policy

Section 504 - Policy, Procedures, and Parent Rights

Special Education Assessment Requests Policy

Special Education Certificate of Completion Policy

Special Education Independent Educational Evaluation Policy

Personnel Services

Mandated Reporter - Child Abuse Policy

Student Services

Academic Integrity Policy

Acceleration Policy

Acceptable Use Policy

Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy

Communicable Contagious or Infectious Disease Prevention

Comprehensive Self-Harm and Suicide Policy and Procedures

Educational Records and Student Information Policy

Immunization Policy

Student Freedom of Speech and Expression Policy

Student Services Concepts and Roles

Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Transgender and Gender Nonconforming Student Nondiscrimination Policy

Transcripts from Non-Accredited Institutions Policy

Motivated Youth Academy
Student and Educational Rights Holder Handbook 2025-26

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Hello,

Welcome to Motivated Youth Academy. Students, staff, families and friends know us as MY Academy or MYA! It is a privilege to be your partner in education. MYA's goal is to provide you with a personalized and supportive educational experience. MY Academy seeks to serve students and families who benefit from flexible pacing and scheduling, learning that is individually targeted, and friendly. MY Academy is excited to support you in your educational journey.

Sincerely,

Bill Dobson, Interim Director

Contact MY Academy

Mailing Address:
Motivated Youth Academy
500 La Terraza Blvd. Suite #150
Escondido, CA 92025

Contact Phone: (619) 343-2048
Contact Email: info@myacademy.org

Website: https://myacademy.org

General Information

About Motivated Youth Academy (MYA)

Motivated Youth Academy ("MYA," "MY Academy," or "Charter School") is a tuition-free, California non-classroom-based public charter school serving students who have fallen behind in school, those looking to get ahead and graduate early, or those who simply desire a non-traditional learning environment. Since 2014, MYA has offered students and families an alternative to traditional learning methods and environments. MYA believes that the student-learning facilitator relationship is critical to the development of a young person's social, emotional, and academic well-being.

MYA provides students with the opportunity to engage in a variety of learning styles, creating what we call a 'blended' learning model. This innovative approach to education allows students to learn with great flexibility. Using traditional independent study learning strategies, MYA creates an enriched virtual model of blended learning where students benefit from the flexibility of virtual learning combined with personalized 1:1 support from a credentialed learning facilitator. Learning sessions are conducted face-to-face; learning facilitators go to the students and meet with them in their communities, at libraries, community centers, and similar public facilities, providing MYA students with the best of both worlds.

MYA serves students in grades TK-12, and young adults ages 19-24 seeking a high school diploma.

MYA is accredited by the Western Association of Schools and Colleges ("WASC") and offers University of California ("UC") and California State University ("CSU") A-G coursework. The class lists are accepted by the National Collegiate Athletic Association ("NCAA") and the National Association of Intercollegiate Athletics ("NAIA"). MY Academy's independent study program provides three pathways to graduation: At-Promise, College and Career, and Credit Recovery. MYA offers multiple calendars each year, providing students and families with greater flexibility to pursue interests and take advantage of opportunities.

MYA understands the importance of providing students with a personalized course of study, which is why every MYA student receives a Motivated Youth Personalized Learning Adventure Now ("MY Plan"). A student's MY Plan is developed based on their unique abilities, needs, and

interests. MYA staff provides the support every student needs to identify their dreams and reach their goals. This is one of the many reasons students thrive at MYA—whether working from home, on the road, or anywhere their experiences and adventures take them.

Mission Statement

MY Academy believes in diversity, inclusivity, academic excellence, hope, service, feedback, and gratitude. MYA's mission is to create a diverse and individualized learning environment that supports every student and strengthens relationships between families, programs, authorizers, and the community.

Core Values

- All are welcome
- We celebrate the small things
- We choose hope
- We are servant leaders
- Feedback is critical
- We pursue gratitude

Vision Statement

MYA's vision is to be able to pivot and adapt to meet student needs and interests as they evolve and emerge in the 21st century.

Calendar 2025-26 Links

You will find the MY Academy 2025-2026 School Calendars linked here and on the MY Academy website (https://www.myacademy.org/calendar/).

MY Academy operates three 175 day tracks to give students and families greater scheduling flexibility.

NOTE: A student may only enroll in one school track per year at MY Academy.

Track E Calendar

Track F Calendar

Track G Calendar

Admissions, Registration, and Enrollment

Application, registration, and enrollment policies, procedures and activities comply with state and federal law. They are outlined in the Motivated Youth Academy's Charter Petition. NOTE: County Collaborative Charter School was renamed Motivated Youth Academy on July 1, 2020.

Applications

Students who live in Imperial, Orange, Riverside, and San Diego counties and who express an interest in enrolling with MY Academy must first complete an application. This form requires:

- Student name
- Educational Rights Holder name
- Address and contact information for the Educational Rights Holder
- Student's date of birth
- Student's current grade
- Student's intended grade for enrollment
- Educational Rights Holder's signature and date

Once this document has been received, MYA will contact the Educational Rights Holder to share information about the unique learning model MY Academy uses. If the applicant determines that MY Academy's education model is a good match for the student and would like to enroll at MY Academy, then the Charter School will determine the availability of a trained and qualified credentialed learning facilitator to serve as the student's Learning Facilitator ("LF"). If an LF is available then the student will then be invited to complete the registration process, otherwise they are placed on a waitlist.

Students will be considered for admission without regard to disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

Prior to admission, all Educational Rights Holders must agree to and sign the master agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the master agreement. Enrollment space will be based on need in the community and availability

of qualified, trained credentialed learning facilitators to serve as the learning facilitator of record.

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

Enrollment Requirements

To enroll in MY Academy, students must live in one of the following counties: Imperial, Orange, Riverside, and San Diego. In accordance with charter law, students may not be concurrently enrolled in MY Academy and any other private or public school. It is not necessary to obtain an inter/intra-district transfer from your local school district to attend MY Academy.

Before the student is enrolled in MY Academy, a Master Agreement must be signed.

Registration

A registration application must be completed and signed by the student and Educational Rights Holder, and the required documents noted below, prior to a student being enrolled and placed on a learning facilitator's ("LF") roster.

To the extent required by applicable law, a complete registration application includes, but may not be limited to, the following properly submitted documents/information, which is applicable to all students unless otherwise noted:

- Proof of residency
- Birth certificate or proof of birthdate (such as a statement by the local registrar or a county recorder certifying the date of birth, a baptism certificate duly attested, a passport, or an affidavit of the Educational Rights Holder or custodian of the minor)
- Immunization record or this form indicating the Educational Rights Holder is waiving vaccinations (Please see the list of recommended vaccinations under Section E below.) Proof of Tdap (whooping cough vaccination) and Varicella (chickenpox) - Two (2) doses – Students entering 7th-12th grades or this form waiving vaccinations

- Health Exam – TK, Kindergarten, and 1st grade students and any student entering the public school system for the first time - or the signed form waiving this requirement. (See information below for the right to refuse.)
- Oral Health Exam – TK, kindergarten, and 1st grade students, and any student entering the public school system for the first time - or the signed form waiving this requirement
- Transcripts – High school students only
- Caregiver Authorization Affidavit - Only if person enrolling student is not the parent or legal guardian

A student, and Educational Rights Holder who submits an incomplete registration application will be sent a notice of what is needed to complete their registration. The student, and Educational Rights Holder, will be expected to update the registration application information and provide the requested documents in order for the registration to be processed and the student enrolled in MY Academy.

A student, and Educational Rights Holder who is unable to submit a required document should immediately contact the MY Academy admissions department via email at admissions@myacademy.org or phone/text (619) 343-2048. The admissions team will work with registrants to overcome barriers encountered in completing the registration process.

Acceptance of a student's registration application documents does not constitute enrollment with MY Academy until the following has occurred:

A student is not considered enrolled until they have met with their learning facilitator and the student, and Educational Rights Holder, **signs the** Independent Study Master Agreement ("Master Agreement"). All students' continued enrollment shall depend upon them fulfilling the terms of the Master Agreement.

Advisory Councils

MY Academy believes that active participation from Educational Rights Holders, family members, trusted adults, students, and employees in school operations and governance helps foster a public school's long-term sustainability as a successful program. MYA welcomes Educational Rights Holders', family members', trusted adults', students', and employees' involvement and values open, positive communication.

MY Academy has established a School Site Council ("SSC"), Educational Partner Advisory ("EPAC") committee, and Staff Advisory Committees. Each plays an important role in molding MY Academy to be responsive to student, Educational Rights Holder, family member, trusted adult, and employee needs, while facilitating the opportunity for continual growth and improvement. The committees meet regularly and function to make recommendations and provide feedback to school administration regarding specific areas of school operations.

Attendance

MY Academy's goal is for each student to be successful. The purpose of this policy is to outline the school support that will be provided and the steps that will be taken if the student, and Educational Rights Holder responsibilities are not fulfilled. Please view this document for MYA's Attendance Policy.

Educational Rights Holder Liability for Student Conduct

The law states that an Educational Rights Holder of any minor whose willful misconduct results in injury or death to any pupil or any person employed by, or performing volunteer services for, a school shall be liable for all damages caused by the minor.

If a student willfully damages the Charter School's property or the personal property of a Charter School employee, or fails to return a textbook, library book, computer/tablet or other Charter School property that has been loaned to the student, the student's Educational Rights Holder(s) are liable for all damages caused by the student's misconduct not to exceed ten thousand dollars ($10,000), adjusted annually for inflation. After notifying the student's Educational Rights Holder in writing of the student's alleged misconduct and affording the student due process, the Charter School may withhold the student's grades, transcripts, and diploma until the damages have been paid. If the student and the student's Educational Rights Holder are unable to pay for the damages or to return the property, the Charter School will provide a program of voluntary work for the minor in lieu of the payment of monetary damages. Upon completion of the voluntary work, the student's grades and diploma will be released.

Accepting High School Credits from Previous Schools

MY Academy will evaluate transcripts from a student's previous school and grant credit toward MY Academy graduation requirements if the credits were earned from an accredited school and are credits that could have been earned at MY Academy. Transcripts will be evaluated by a MY Academy school counselor.

Transitional Kindergarten (TK)/Kinder Placement

Transitional Kindergarten (TK): In 2024–25, children are eligible for TK if they turn 5 between September 2 and June 2 *Kindergarten age-eligible students are allowed to choose TK if their 5th birthday is between June 1st-September 1st. Students with a 5th birthday after December 2, may enter TK on or after their 5th birthday.

Kindergarten: Students must turn five on or before September 1 to enroll in kindergarten.

Immigrant Pupils' Rights

Under Education Code 234.7, all children have a right to equal access to free public education, regardless of their or their parents'/guardians' immigration status.

All children in California:

- Have the right to a free public education.
- Must be enrolled in school if they are between 6 and 18 years old.
- Have the right to attend safe, secure, and peaceful schools.
- Have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.
- Have equal opportunity to participate in any program or activity offered by the school without discrimination.

Additional information on this subject can be found directly from the State of California Department of Justice website and the MY Academy website.

Nondiscrimination Statement

MY Academy is non-sectarian in its programs, admissions policies, employment practices, and all other operations. My Academy shall not charge tuition and shall not discriminate against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, religion, religious affiliation, sexual orientation, pregnancy, disability, age, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

The Charter School adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), Education Code 234.7, Title VI of the Civil Rights Act of 1964 and the Individuals with Disabilities Education Act of 2004 ("IDEA").

The Charter School does not discourage students from enrolling or seeking to enroll in the Charter School for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. The Charter School shall not encourage a student currently attending Charter School to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with the Charter School's charter and relevant policies.

The Charter School does not request nor require student records prior to a student's enrollment.

The Charter School shall provide a copy of the California Department of Education Complaint Notice and Form to any Educational Rights Holder or student over the age of 18 at the following times: (1) when an Educational Rights Holder or student over of the age of 18 inquiries about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of

1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability). The Charter School also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor, or other person with which the Charter School does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. The Charter School will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the Charter School Uniform Complaint Procedures ("UCP") Compliance Officer:

Ms. Gigi Lenz
Operations and Program Manager
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
glenz@myacademy.org
500 La Terraza Blvd, Suite 150
Escondido, CA 92025

The lack of English language skills will not be a barrier to admission or participation in the Charter School's programs or activities. The Charter School prohibits retaliation against anyone who files a complaint or who participates or refuses to participate in a complaint investigation.

For further information on notice of non-discrimination, visit the U.S. Department of Education Office of Civil Rights (OCR) for the address and phone number of the office that serves your area, or call 1-800-421-3481.

Notice of Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the Educational Rights Holder of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's Educational Rights Holder or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's Educational Rights Holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

Upon Educational Rights Holder request for a hearing, the Charter School will provide notice of hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's Educational Rights Holder or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall include a copy of the Charter School's expulsion hearing process.

If the Educational Rights Holder is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If the Educational Rights Holder requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If, as a result of the hearing, the student is disenrolled, notice will be sent to the student's last known school district of residence within thirty (30) days.

A hearing decision not to disenroll the student does not prevent the Charter School from making a similar recommendation in the future should student truancy continue or re-occur.

Work Permits

Work Permits are required for students under the age of 18 to secure employment. To request a work permit, students should contact their LF and complete the required paperwork. As of January 1st 2021, AB 1963 requires proof that the student's work supervisor has been trained as a mandated reporter.

Terminology

The following is a list of commonly used terms:

Learning Facilitator ("LF")- A learning facilitator is a credentialed learning facilitator who works with students in grades TK-12 to support them in reaching their educational goals.

Content Area Specialist ("CAS") - A Content Area Specialist is a credentialed learning facilitator who works with students in grades 6-12 and their families to support them in reaching their academic, content-specific goals.

Learning Period ("LP") - The Instructional days between learning period meeting/the assignment.

Weekly Meeting ("WM") - The meeting in which a minor student and Educational Rights Holder, or adult student, meet with their assigned LF once per week to review the learning that took place since the previous meeting, plan for future learning, and offer support to the student.

Independent Study Master Agreement ("MA") - This is an agreement between the school, the learning facilitator, the student, and the student's Educational Rights Holder. It outlines the assigned coursework, methods of study, available resources, methods of evaluation, meetings, and board policies.

Instructional Program

Academic Guidance

The MY Academy Guidance Department staff is available to assist students and Educational Rights Holders with high school planning as well as college and career guidance. To request an appointment, visit the MY Academy website or email schoolcounselor@myacademy.org.

Availability of Prospectus

Upon request, the Charter School will make available to any Educational Rights Holder, a school prospectus, which shall include the curriculum, including titles, descriptions, and instructional aims of every course offered. Please note that, pursuant to law, the Charter School may charge for the prospectus in an amount not to exceed the cost of duplication.

Cal Grant Program Notice

The Charter School is required by state law to submit the Grade Point Average ("GPA") of all high school juniors/seniors by January 1st of their grade 11 academic year each year, unless the student (if the student is over age 18 years of age or older) or Educational Rights Holder (for those under 18 years of age) opt-out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or Educational Rights Holder, if the student is under 18 years of age) has opted out by or before September 1.

GPAs will be reported to Cal Grant on October 1 in order to meet the October 1 submission deadline. Students wishing to opt-out must complete and submit the opt-out form by September 1. Should the Cal Grant GPA Opt-Out form not be received by the date stated on the form, it is understood that the student has agreed to have their GPA submitted for Cal Grant consideration.

Cal Grant Opt GPA out form - English.pdf

Cal Grant GPA opt out form - Spanish.pdf

Concerns about your Learning Facilitator (LF)

If a student, Educational Rights Holder or adult student has concerns regarding their LF that they are unable to resolve directly with the LF, please email admin@myacademy.org to set up a meeting with a member of MYA's administrative team. MYA will assist the LF, the student, and Educational Rights Holder or adult student in working towards a positive working relationship.

Educational Rights Holders Portal in the Student Information System (SIS)

Educational Rights Holders have access to the student information system ("SIS") through the parent portal. Click this link to access the portal. This document will support MYA families with the portal.

English Language Proficiency Assessments for California (ELPAC)

Students who indicate a home language other than English on the registration form will be required to take the ELPAC Initial Assessment ("IA") within the first 30 calendar days of enrollment.

Students who have already been identified as an English Learner at MY Academy or at a previous school, will be required to annually take the ELPAC Summative Assessment "(SA") during the spring testing window.

For more information about the ELPAC, visit https://www.elpac.org/ or email info@myacademy.org.

Email Group for Educational Rights Holders

One of the primary methods of communication to MYA students, families is through the MYA educational rights holders email group. Recipients receive time-sensitive communication, deadline reminders, and notifications. Educational Rights Holders must inform their LF via

email if they would like to be included in the educational rights holders email group. Please notify the student's LF, if emails are not received within a week of enrolling.

Graduation Requirements

MY Academy graduation requirements meet California Education Code requirements. MYA has an established "A-G" course list and the curriculum will meet or exceed UC/Cal State "A-G" course requirements.

MYA will configure its minimum course completion requirements and its credit award policy to be consistent with California Law. MYA will prescribe completion of the following, at a minimum:

- Three courses in English (English 9 A/B, 10 A/B, 11 A/B)
- Two courses in Mathematics, with one year of Algebra I mandatory *
- Two courses in Science, including Biological and Physical Sciences
- Three courses in Social Studies (including United States history and geography; world history, culture, and geography; a one-semester course in American government and civics, and a one-semester course in economics)
- One course in Career Technical Education, Foreign Language or Visual and Performing Arts **
- Two courses in Physical Education unless the pupil has been exempted pursuant to the provisions of Education Code Section 51241.

*At least one course of the mathematics requirement shall be fulfilled by completion of Algebra I coursework.

**Students will be advised that for UC entrance, two years of Foreign Language are required/ three recommended, plus one year of Visual and Performing Arts, and four years of English.

MYA awards 5 credits per course, per semester.

Pathways to Graduation

MY Academy offers multiple pathways to graduation. Students are eligible for graduation when

all requirements have been met. (Note; 5 credits are earned for completion of a one semester class.)

210 Credit General Education Pathway

Subject Area	Credits
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
College and Career	10
Physical Education	20
Electives	70
Career Technical Education, Foreign Language or Visual and Performing Arts	10
Total Credits	**210**

130 Credit Pathway (Board Policy 6130-MYA)

Motivated Youth Academy ("MYA") recognizes that students may face significant barriers to achieving academic success due to their unique, individual circumstances. To enable such students to achieve state and charter school academic standards, MYA shall provide eligible students with full access to the MYA educational program and implement strategies identified as required by law and necessary for the improvement of the academic achievement of students in the MYA Local Control Accountability Plan ("LCAP").

Upon review by the School Counselor and Administration, and according to California state law, eligible students may participate in the State required minimum credit pathway of 130 credits.
Eligible students include, but are not limited to:

- AB 167/216 (Foster Care)
- AB 365 (Military Family)
- AB 1806/216 (Homeless)
- AB 2121 (Migratory/Newcomers)
- AB 2306 (Juvenile Courts)
- Credit Deficient
- Gap in enrollment
- Students who have experienced exceptional barriers or circumstances (at the approval of school administration).

The high school graduation course requirements in California include a set of 13 minimum courses required under the California Education Code, in addition to other coursework adopted by the Local Education Agency ("LEA"). All students receiving a diploma of graduation from a California high school must have completed all of the following courses, while in grades 9 to 12:

Subject Area	Credits
English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10

Physical Education	20
Career Technical Education, Foreign Language or Visual and Performing Arts	10
Total Credits	130

Students and families who are considering opting for the 130 credit graduation pathway should consider the following limitations: Receiving a diploma through this exemption will affect a student's ability to gain direct admission to many post-secondary educational institutions, as students will not meet the A-G requirements for enrollment in a four-year California university (CSU and UC) upon graduation from high school. Students may complete specific coursework and gain entry into the CaliforniaA State Universities through California Community Colleges

Local Assessments

All MYA students take a series of local assessments at the beginning and conclusion of each school year. This information is used to develop each students' MY PLAN (Motivated Youth Personal Learning Adventure Now). In addition, it will also be used to measure individual student growth.

Notice for Information Regarding Financial Aid

The Charter School shall ensure that each of its students receives information on how to properly complete and submit the 1) Free Application for Federal Student Aid (FAFSA) or 2) the California Dream Act Application as appropriate, at least once before the student enters 12th grade. The Charter School will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at: https://studentaid.gov/announcements-events/fafsa-support

The California Dream Act Application and information regarding the California Dream Act are available at: https://dream.csac.ca.gov/landing

Physical Fitness Test

The Physical Fitness Test ("PFT") for students in California schools is the FITNESSGRAM®. The main goal of the test is to help students in starting life-long habits of regular physical activity.

Students in grades five, seven, and nine take the PFT. The test has multiple parts that measure students' fitness levels and abilities. For more information about the PFT, visit https://www.cde.ca.gov/ta/tg/pf/index.asp or email info@myacademy.org.

Sexual Health Education

The Charter School offers comprehensive sexual health education to its students in grades 7-12. An Educational Rights Holder of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent ("opt-out") process. The Charter School does not require active Educational Rights Holder consent ("opt-in") for comprehensive sexual health education and HIV prevention education. Educational Rights Holders may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to the Charter School.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by Charter School personnel or outside consultants. When the Charter School chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
    - The date of the instruction
    - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Code sections 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to

sex) may be administered to students in grades 7-12. An Educational Rights Holder has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Educational Rights Holder shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks if the Charter School has received a written request from the student's Educational Rights Holder excusing the student from participation. An alternative educational activity shall be made available to students whose Educational Rights Holder have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

Please see Comprehensive Sexual Health Education Policy linked in the Appendices for further information.

State Testing

The Charter School shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress ("CAASPP") Notwithstanding any other provision of law, an Educational Rights Holder's written request to Charter School officials to excuse their child from any or all parts of the CAASPP shall be granted. Upon request, Educational Rights Holders have a right to information on the level of achievement of their student on every State academic assessment administered to the student.

CAASPP is a system intended to provide information that can be used to monitor student progress on an annual basis and ensure that all students leave high school ready for college and/or a career.

Students in grades 3-8 and grade 11 are required by the California Department of Education to complete the CAASPP assessments. These tests occur during the spring each year. Student

score reports include an overall score and a description of the student's achievement level for English Language Arts/Literacy, Mathematics, and Science. They encompass the following assessments:

- Computer Adaptive Tests (CATs) for ELA and math; grades 3-8 and 11
- Performance Tasks (PTs) for ELA and math; grades 5-8 and 11
- California Science Test (CAST); grades 3-8 and 11 or 12
- California Alternate Assessment (CAA)

As stated above, Educational Rights Holders may opt out of state-mandated academic testing by submitting a written request to the school each year, but this only applies to the state-mandated assessments and ***MYA does not recommend opting out***: MYA does not recommend opting out because charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school may have its Charter revoked if it does not provide sufficient data and demonstrate progress on students' performance using a variety of assessments and indicators.

For more information about the CAASPP, visit https://www.caaspp.org/ or email info@myacademy.org.

Student Grades

High School Transcript

The high school transcript is a record of the high school courses taken and the grades and credits earned.

To request an official transcript, please visit MYA's Parchment service.

Report Cards

As per California State Law, the learning facilitator assigns official grades. The grades awarded on the report card represent the professional evaluation by the learning facilitator of the student's progress toward state and school standards.

Learning Facilitator Qualification Information

As the Charter School receives Title I federal funds through the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the "Every Student Succeeds Act" ("ESSA"), all Educational Rights Holder of students attending the Charter School may request information regarding the professional qualifications of classroom learning facilitators and/or paraprofessionals, including at a minimum:

1. Whether the student's learning facilitator:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the learning facilitator provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the learning facilitator; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, the Charter School will provide the information to the Educational Rights Holder in a timely manner. Educational Rights Holder may contact the Executive Director at:

Executive Director

Motivated Youth Academy

500 La Terraza Blvd. Suite #150

Escondido, CA 92025

admin@myacademy.org

(619) 343-2048

to obtain this information.

MY Academy currently receives school-wide assistance grants based on student/family socioeconomic status upon enrollment. This funding is allocated for direct impact on our at-promise students, English Learner, homeless, foster, juvenile, delinquent, migratory, and any

student who is working toward grade level proficiency. Title I funding provides students with the appropriate interventions and resources to improve their academic achievement and meet state standards.

School-Parent Compact

Our Parent/School Compact addresses legally required items, as well as other items suggested by parents and family members of Title I, Part A students.

Parents Right to Know Letter

If at any time your child has been taught for four or more consecutive weeks by a learning facilitator not highly qualified, the school will notify you.

Parent and Family Engagement Policy

MY Academy has developed a written Parent and Family Engagement Policy with input from Title I parents and families. MY Academy has distributed the Policy to parents of Title I students by posting it on the school website and including it in the Student and Educational Rights Holder Handbook. This Policy describes the means for carrying out the following Title I parent and family engagement requirements.

Additional information may be found on the California Department of Education website.
https://www.cde.ca.gov/sp/sw/index.asp
Melissa Lato, Intervention Coordinator
Ph: 619-343-2048
mlato@myacademy.org

Technology

MY Academy recognizes and utilizes technology as a powerful educational tool. For specific information about technology, view MYA's Technology Usage Agreement.

Western Association of Schools and Colleges ("WASC") Accreditation

MY Academy students are enrolled in a school that is fully accredited by WASC.

School accreditation:

- certifies to the public that the Charter School is a trustworthy institution of learning.
- validates the integrity of the Charter School's program and student transcripts.
- fosters improvement of the Charter school's program and operations to support student learning.
- assures the Charter School community that the Charter School's purpose is appropriate

Additionally, WASC accreditation is important because other schools, colleges and universities and the military often require applicants to have transcripts from accredited schools.

Student Health, Welfare, & Safety

Animal Dissections

Students at the Charter School may perform animal dissections as part of the science curriculum. Any student who provides their learning facilitator with a written statement, signed by their Educational Rights Holder, specifying the student's moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the learning facilitator believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students at grades five, seven, nine, and eleven whose Educational Rights Holder provides written

permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Child Abuse Reporting

As mandated reporters, learning facilitators, instructional aides, classified staff, and other school employees are required by law to report all known or suspected cases of child abuse or neglect to the appropriate law enforcement or child welfare agency. All school staff are required to participate in yearly training to identify child abuse and learn how to report suspected abuse.

Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.
A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include, but are not limited to, synthetic cannabinoids (“synthetic marijuana”, “spice”, “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including

heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Click here to view AB 889 – Pupil Safety: Synthetic Drugs

Click here for additional information from the CDPH Substance & Addiction Prevention Branch

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Educational Rights Holders and Caregivers Participation and Education

1. Educational Rights Holders and caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this Policy with Educational Rights Holders and caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the parent handbook.
3. Educational Rights Holders and caregivers should be invited to provide input on the development and implementation of this policy.
4. All Educational Rights Holders and caregivers may have access to suicide prevention

training that addresses the following:

a. Suicide risk factors, warning signs, and protective factors;
b. How to talk with a student about thoughts of suicide;
c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Firearm Safety Laws

"The California Legislature (Assembly Bill 452, Section 1, 2023) has found and declared:

- Guns are the third leading cause of death of children in America. Every day, eight children and teens are shot in instances of family fire, which is a shooting involving an improperly stored or misused gun found in the home resulting in injury or death.
- Data show that 75 percent of school shootings are facilitated by children having access to unsecured or unsupervised firearms at home. Eighty-seven percent of children know where their parents' firearms are stored, and 60 percent report that they have handled them.
- Over 80 percent of teens who have died by suicide used a firearm that belonged to someone in their home.

Assembly Bill 452—Pupil Safety: Parental Notification, Firearm Safety Laws

Section 48986 has been added to the California Education Code (EC) and requires that beginning on July 1, 2023, all kindergarten through grade twelve school districts, county offices of education, and charter schools shall annually inform educational rights holders of California's child access prevention laws and laws relating to the safe storage of firearms at the beginning of the first semester or quarter of the regular school term. You will find Assembly

Bill 452 on the California Legislative Information web page at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB452.

Senate Bill 906—School Safety: Homicide Threats

Sections 49390 through 49395 have been added to the EC. This bill seeks to address homicidal threats in middle and high schools and applies only to local educational agencies that serve pupils in any grades from six through twelve as part of a middle school or high school. Local educational agencies serving these pupils must include information about child access prevention laws and laws relating to the safe storage of firearms in the annual notifications to educational rights holders at the beginning of the first semester or quarter of the regular school term. The law states that school officials are required to report homicidal threats or perceived threats, as defined, to law enforcement, who must conduct an immediate investigation and threat assessment, as defined. You will find Senate Bill 906 on the California Legislative Information web page.

Parent/guardian annual notification that satisfies the model content requirement of Assembly Bill 452 and Senate Bill 906 is available in English and Spanish on the CDE Violence Prevention web page at https://www.cde.ca.gov/ls/ss/vp/.

It is our collective responsibility to ensure that students, staff, families, and communities are as prepared and safe as possible. Thank you for your attention and commitment to school safety."

The purpose of this section is to inform and to remind educational rights holders of all MY Academy students of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.

To help everyone understand their legal responsibilities, this section spells out California law regarding the storage of firearms. Please take some time to review this section and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place, including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.
    - Note: The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor never actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

Note: Your county or city may have additional restrictions regarding the safe storage of firearms.

Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. The Charter School believes it is a priority to inform our students about (1) the prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking.

In accordance with the California Healthy Youth Act, the Charter School will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information and materials for Educational Rights Holders about the curriculum and resources on prevention of human trafficking and abuse, including sexual abuse, assault, and harassment are available on Charter School's website for your review.

Immunizations

Pursuant to the California Health and Safety Code and the California Code of Regulations, children must provide proof of having received required immunizations (shots) before they can attend school unless they meet the requirements for an exemption. Immunization records are required for all incoming students. Verification of immunizations will be completed with written medical records from the child's doctor or immunization clinic. To ensure a safe learning environment for all students, the Charter School follows and abides by the health standards set forth by the state of California. The immunization status of all students will be reviewed periodically. Those students who are not in compliance with the State requirements must be

excluded from attendance until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of the Charter School.

These required immunizations include:

TK/K-12 Admission
Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses
Polio - Four (4) doses
Measles, Mumps, and Rubella (MMR) - Two (2) doses
Hepatitis B (Hep B) - Three (3) doses
Varicella (chickenpox) – Two (2) doses

NOTE: Four doses of DTaP are allowed if one was given on or after the fourth birthday. Three doses of DTaP meet the requirement if at least one dose of Tdap, DTaP, or DTP vaccine was given on or after the seventh birthday (also meets the 7th-12th grade Tdap requirement.) One or two doses of Td vaccine given on or after the seventh birthday count towards the requirement for DTaP. Three doses of Polio are allowed if one was given on or after fourth birthday. MMR doses must be given on or after first birthday. Two doses of measles, two doses of mumps, and one dose of rubella vaccine meet the requirement, separately or combined. Combination vaccines (e.g., MMRV) meet the requirements for individual component vaccines.

Entering 7th Grade
Tetanus, reduced Diphtheria, and acellular Pertussis (Tdap) - One (1) dose
Varicella (chickenpox) - Two (2) doses

NOTE: In order to begin 7th grade, students who had a valid personal belief exemption on file with a public or private elementary or secondary school in California before January 1, 2016 must meet the requirements listed for grades K-12 as well as requirements for 7th grade advancement (i.e., polio, MMR, varicella and primary series for diphtheria, tetanus, and pertussis). At least one dose of pertussis-containing vaccine is required on or after the 7th birthday.

Exemptions from Immunization Requirements

All students must be fully immunized in accordance with the California Health and Safety Code, the California Code of Regulations, and this Policy with the following exceptions:

- Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
- Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that MYA shall accept.
- Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.
- Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction are exempt from immunizations, however MYA must still request, record, and report all enrolled student's immunization status.

Intervention and Emergency Procedures

The Charter School designates the following administrators to act as the primary and secondary suicide prevention liaisons:

1. School Counselor
2. School Psychologist

Whenever a staff member suspects or has knowledge of a student's suicidal intentions, they shall promptly notify the primary designated suicide prevention liaison. If this primary suicide prevention liaison is unavailable, the staff shall promptly notify the secondary suicide prevention liaison.

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's Educational Rights Holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to Educational Rights Holders and caregivers should follow a formal initial assessment to ensure

that the student is not endangered by Educational Rights Holder notification.

The suicide prevention liaison shall also refer the student to mental health resources in the community.

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other unsafe conditions), a call shall be made to 911.

When a suicide attempt or threat is reported, the suicide prevention liaison shall, at a minimum:

1. Ensure the student's physical safety by one or more of the following, as appropriate:
    a. Eliciting immediate medical treatment if a suicide attempt has occurred;
    b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
    c. Ensuring that the student is under continuous adult supervision until the Educational Rights Holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
    d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
    e. Moving all other students out of the immediate area if applicable;
    f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
    g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the Educational Rights Holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the Educational Rights

Holder that the follow-up treatment has been accessed. Educational Rights Holders will be required to provide documentation of care for the student. If Educational Rights Holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the Educational Rights Holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.

5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter School's safety plan. After consultation with the Executive Director or designee and the student's Educational Rights Holder about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, Educational Rights Holders, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

In the event a suicide occurs or is attempted unrelated to school activities, the Executive Director or designee shall take the following steps to support the student:

1. Contact the Educational Rights Holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among learning facilitators, staff, and students.

3. Obtain permission from the Educational Rights Holder to share information to ensure the facts regarding the crisis are correct.
4. The suicide prevention liaisons shall handle any media requests.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and Educational Rights Holder steps for re-integration to school. Re-integration may include obtaining a written release from the Educational Rights Holder to speak with any health care providers; conferring with the student and Educational Rights Holder about any specific requests on how to handle the situation; informing the student's learning facilitators about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the Educational Rights Holder to involve the student in an aftercare plan.

Mental Health Services

The Charter School recognizes that, when unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and/or violence. Access to mental health services at the Charter School and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. The following resources are available to your child:

Available at School:

- School-based counseling services – your child is encouraged to request from their assigned learning facilitator connection with counseling services MYA's school psychologist supports students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation.

Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.

- Special education services – if you believe your child may have a disability, you are encouraged to directly contact MYA's Special Education Program Manager to request an evaluation: programmanager@myacademy.org or (619) 343-2048 x 123.
- Prescription medication while at a school function – if your child requires prescription medication while attending a school function and you would like assistance from School staff in providing this mediation to your child, please contact your student's learning facilitator.

Available in the Community:

- Imperial County - Imperial County Behavioral Health Services
- Riverside County - Riverside County Department of Mental Health
- San Diego County - County of San Diego Health and Human Services Agency
- Orange County - OC Health Care Agency

Mental Health Plan (MHP) in each county is responsible for providing or arranging for the provision of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries.

- Imperial County: (800) 817-5292
- Riverside County: (800) 706-7500
- San Diego County: (888) 724-7240
- Orange County: (800) 723-8641

Available Nationally:

- 211 - 211 is a free information and referral service that connects people to health and human services in their community 24 hours a day, 7 days a week. 211 serves people of all income levels, languages and cultural backgrounds and is available to 96% of Californians and to 85% of U.S. households. 211 programs are supported by United Way, public and private funders, city and county agencies and more. In fact, California United Ways operate and/or provide major funding for 2-1-1 programs throughout the state. 211 also plays a critical role in providing information and support in times of disaster, such as evacuation, shelter, food, medical and recovery information, and provides public officials with feedback from callers about changing conditions.
- California Youth Crisis Hotline – 1 (800) 843-5200
  The California Youth Crisis Line is a 24/7 statewide emergency response system for youth (ages 12-24) and families in crisis. Professionally trained staff and volunteer

counselors respond to calls regarding thoughts of suicide, depression, bullying, health and identity questions, trauma, human trafficking or any teen-related struggle. Translation services are available for multiple languages.

- The 988 Suicide & Crisis Lifeline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours by dialing 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. **Available at 1-866-488-7386 or visit** https://www.thetrevorproject.org/**.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.

Oral Health Assessment

Students enrolled in kindergarten in a public school or while enrolled in first grade if the student was not previously enrolled in kindergarten in a public school are required to have an oral health assessment completed by a dental professional. Please contact the main office if you have questions about this requirement.

Physical Examinations and Right to Refuse

All students must complete a health screening examination on or before the 90th day after the student's entrance into first grade or such students must have obtained a waiver pursuant to Health and Safety Code Sections 124040 and 124085. This examination can be obtained from your family physician or possibly through the services provided by your County Health Department. Information and forms are distributed to students enrolled in kindergarten. If your child's medical status changes, please provide the Executive Director or designee with a physician's written verification of the medical issue, especially if it impacts in any way your child's ability to perform schoolwork.

An Educational Rights Holder having control or charge of any child enrolled in the Charter School may file annually with the Executive Director or designee a written and signed statement stating that the Educational Rights Holder will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or

infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Pregnant and Parenting Students

The Charter School recognizes that pregnant and parenting students are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. A pregnant or parenting student is entitled to eight (8) weeks of parental leave, or more if deemed medically necessary by the student's physician, which the student may take before the birth of the student's infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. The Charter School will ensure that absences from the student's regular school program are excused until the student is able to return to the regular school program.

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including, but not limited to, makeup work plans and reenrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in the Charter School if it is necessary in order for the student to be able to complete any graduation requirements, unless the Charter School determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures ("UCP") of the Charter School. The complaint may be filed in writing with the compliance officer:

Motivated Youth Academy
Operations and Program Manager
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048

glenz@myacademy.org

A copy of the UCP is available in the Appendices of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a copy of the complaint procedures, please contact the Executive Director.

Responding After a Suicide Death (Postvention)

A death by suicide in the school community (whether by a student or staff member) can have devastating consequences on the school community, including students and staff. The Charter School shall follow the below action plan for responding to a suicide death, which incorporates both immediate and long-term steps and objectives:

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
    a. Confirm death and cause;
    b. Identify a staff member to contact the deceased's family (within 24 hours);
    c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
    a. Notification (if not already conducted) to staff about suicide death;
    b. Emotional support and resources available to staff;
    c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
    d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
    a. Review of protocols for referring students for support/assessment;
    b. Talking points for staff to notify students;
    c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of

imitative behavior;

5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
    a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
    b. Support siblings, close friends, learning facilitators, and/or students of deceased
    c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

School Safety Plan

MY Academy recognizes that students have the right to a safe and secure environment where they are free from physical and psychological harm. The school is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others. Additionally, there are a few instances even in an independent study model, that require a clear emergency preparedness plan. The Charter School has developed a Comprehensive School Safety Plan, which is written to address the safety of both the students and the staff.

The Comprehensive School Safety Plan can be found here.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided

for all school staff members and shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
    a. Suicide risk factors, warning signs, and protective factors;
    b. How to talk with a student about thoughts of suicide;
    c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
    d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
    e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
    f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at http://cal-schls.wested.org/.
    g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not

limited to, the following:

i. Youth affected by suicide;
ii. Youth with a history of suicide ideation or attempts;
iii. Youth with disabilities, mental illness, or substance abuse disorders;
iv. Lesbian, gay, bisexual, transgender, or questioning youth;
v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
vi. Youth who have suffered traumatic experiences;

4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
    a. The impact of traumatic stress on emotional and mental health;
    b. Common misconceptions about suicide;
    c. Charter School and community suicide prevention resources;
    d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
    e. The factors associated with suicide (risk factors, warning signs, protective factors);
    f. How to identify youth who may be at risk of suicide;
    g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
    h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
    i. Charter School approved procedures for responding to the aftermath of

suicidal behavior (suicidal behavior postvention);

j. Responding after a suicide occurs (suicide postvention);
k. Resources regarding youth suicide prevention;
l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Student Identification (ID) Cards

Student ID cards are available for all enrolled students in TK-12th grade. To request a card, contact your LF. Please allow up to two weeks for processing and mailing. Any questions should be directed to the student's TOR.

In order to be in compliance with local daytime loitering laws, in the community where a student is, students should have their MYA ID card in their possession any time school is in session.

Charter School will include the telephone number for the National Suicide Prevention Lifeline (1-800-273-8255) and the National Domestic Violence Hotline (1-800-799-7233) on all student identification cards. The Charter School will also include the number for the Crisis Text Line, which can be accessed by texting HOME to 741741 and a local suicide prevention hotline on all student identification cards.

Student Participation and Education

The Charter School's instructional and student support program shall promote the healthy mental, emotional, and social development of students including, but not limited to, the development of problem-solving skills, coping skills, and resilience.

The Charter School's instructional curriculum may include information about suicide

prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:
    a. Coping strategies for dealing with stress and trauma.;
    b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
    c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help.;
    d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.
2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

Student-focused suicide prevention education can be incorporated into curricula (e.g., health classes, science classes, and physical education).

The Charter School will support the creation and implementation of programs that raise awareness about mental wellness and suicide prevention (e.g., Mental Health Awareness Week).

Suicide Prevention Policy

Policy Adopted: October 10, 2019
Policy Revised: July 9, 2020
Policy Reviewed: August 19, 2021

Policy Revised: December 14, 2023
Policy Reviewed: December 12, 2024

Motivated Youth Academy ("MYA" or the "Charter School") recognizes that suicide is a major cause of death among youth and should be taken seriously. In an effort to reduce suicidal behavior and its impact on students and families, the Charter School has developed prevention strategies and intervention procedures.

In compliance with Education Code section 215, this policy has been developed in consultation with the Charter School and educational partners, school employed mental health professionals, administrators, other school staff members, and the county mental health plan in planning, implementing, and evaluating the Charter School's strategies for suicide prevention and intervention. The Charter School must work in conjunction with local government agencies, community-based organizations, and other community supports to identify additional resources.

The purpose of this policy is to protect the health and well-being of all of our students by having procedures in place to prevent, assess the risk of, intervene in, and respond to youth suicidal behavior. Protecting the health and well-being of all students is of utmost importance to our school and is in line with school mandates for all professionals and individuals working with youth. Because it is impossible to predict when a crisis will occur, preparedness is necessary for every school. Youth suicide is preventable, and Educational Rights Holders, educators and schools are key to prevention. Preventing suicide depends not only on suicide prevention policies, but also on a holistic approach that promotes healthy lifestyles, families, and communities. Thus, this policy is intended to be paired with other policies and efforts that support the emotional and behavioral well-being of youth.

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and

the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community partners.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a learning facilitator, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and with active listening and support. Staff should be non-judgmental to students and discuss with the student, and Educational Rights Holder, about additional resources to support the student.

Surveys About Personal Beliefs

Unless the student's Educational Rights Holder gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student's, or the student's Educational Rights Holders' personal beliefs or practices in sex, family life, morality, or religion.

Tobacco-Free Schools

Ample research has demonstrated the health hazards associated with the use of tobacco products, including smoking and the breathing of secondhand smoke. The Charter School provides instructional programs designed to discourage students from using tobacco products. The Charter School's Governing Board recognizes that smoking and other uses of tobacco and nicotine products constitute a serious public health hazard and are inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

In the best interest of students, employees, and the general public, the Board therefore prohibits the use of tobacco products at all times on Charter School property and in Charter School vehicles. This prohibition applies to all employees, students, visitors, and other persons at school or at a school-sponsored activity or athletic event. It applies to any meeting on any property owned, leased, or rented by or from the Charter School.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Smoking or use of any tobacco-related product is also prohibited within 250 feet of the youth sports event in the same park or facility where a youth sports event is taking place. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited.

The Executive Director or designee shall inform students, Educational Rights Holder, employees, and the public about this policy. All individuals on Charter School premises share in the responsibility of adhering to this policy. Additionally, the Charter School will post signs stating "Tobacco use is prohibited" prominently at all entrances to school property.

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

Smoking and the use of all tobacco products, including the use of electronic nicotine delivery systems, such as e-cigarettes, is prohibited at all MY Academy events, at all times by all persons, including employees, students, and visitors.

Universal Meals Program

Pursuant to California law, commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal per meal service (breakfast and lunch) each school day on which the student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter School. This shall apply to all pupils in kindergarten through grade twelve (12). Applications for school meals are included in the first day packets to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form i. Completed application forms can be returned to the main office.

Because MY Academy does not operate a school site, resource center, meeting space or other satellite facility, meals are not provided as part of the Universal Meal Program.

Special Populations

Education of Foster and Mobile Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

- *"Foster youth"* means any of the following:
  1. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code ("WIC") section 309 (whether or not the child has been removed from the child's home by juvenile court).
  2. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
  3. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
     a. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
     b. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
     c. The nonminor is participating in a transitional independent living case plan.
  4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court.[1]
  5. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.

- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.

[1] The Charter School shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.

- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with an Educational Rights Holder, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose Educational Rights Holders have been informed of the child's eligibility for migrant education services. This includes a child who, without the Educational Rights Holder, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
- *"Student participating in a newcomer program"* means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, an Educational Rights Holder for a Foster and Mobile Youth will be referred to as an "Educational Rights Holder."

Notice for Foster and Mobile Youth Liaison:

The Executive Director or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Motivated Youth Academy
Student Success Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
fosterandmobileyouth@myacademy.org

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the

following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school for foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: The Charter School will work with foster youth and their Educational Rights Holder to ensure that each pupil is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, clubs or esports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is in their best interest. The Charter School will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in the Charter School as the student's school of origin (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in the Charter School as the school of origin, the foster youth has the right to remain in the Charter School pending the resolution of the dispute. The Charter School will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the Charter School (subject to the Charter School's capacity and pursuant to the procedures stated in the Charter School's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g., producing medical records or academic records from a previous school).

Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed

to continue in the school of origin through the duration of the academic year in which the student's status changed.

2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

Graduation Requirements: Foster and Mobile Youth who transfer to the Charter School any time after the completion of their second year of high school, and pupils participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a pupil participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the Educational Rights Holder, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's Educational Rights Holder how any of the

requirements that are waived will affect the pupil's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of a military family, a currently migratory child or a pupil participating in a newcomer program.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's Educational Rights Holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.

Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by Foster and Mobile Youth.

The Charter School will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the pupil is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or

equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

The Charter School shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change in the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the pupil will be calculated as of the date the student left the Charter School.

In accordance with the Charter School's Educational Records and Student Information Policy, under limited circumstances, the Charter School may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without Educational Rights Holder consent. Students who are 16 years of age or older or have finished 10th grade may access their own school records.

Discipline Determinations: If the Charter School intends to extend the suspension of any foster youth pending a recommendation for expulsion, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in

the meeting at which the extension of the suspension will be discussed.

If the Charter School intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, the Charter School will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available as a link in the Appendices of this handbook.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available as a link in the Appendices of this handbook.

Education of Homeless Children and Youth

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence. It includes children and youths who (42 U.S.C. § 11434a):

1. Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
3. Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
4. Migratory children and unaccompanied youth (youth not in the physical custody of an

Educational Rights Holder) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the Educational Rights Holder. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

School Liaison: The Executive Director or designee designates the following staff person as the School Liaison for homeless students (42 U.S.C. § 11432(g)(1)(J)(ii)):

Motivated Youth Academy
Student Success Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
fosterandmobileyouth@myacademy.org

The Charter School Liaison shall ensure that (42 U.S.C. § 11432(g)(6)):

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.
3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.

4. Educational Rights Holders are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.

5. Public notice of the educational rights of homeless children is disseminated at places frequented by Educational Rights Holders of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the Educational Rights Holders of homeless youth and unaccompanied youth.

6. Enrollment/admissions disputes are mediated in accordance with law, the Charter School's charter, and Board policy.

7. Educational Rights Holders and any unaccompanied youth are fully informed of all transportation services, as applicable.

8. Charter School personnel providing services receive professional development and other support.

9. The Charter School Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.

10. Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and that the youths may obtain assistance from the Charter School Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: https://www.cde.ca.gov/sp/hs/

Housing Questionnaire: Charter School shall administer a housing questionnaire for purposes of identifying homeless children and youth. Charter School shall ensure that the housing questionnaire is based on the best practices developed by the CDE. Charter School shall annually provide the housing questionnaire to all Educational Rights Holders of students and to all unaccompanied youths at Charter School. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at Charter School speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's Educational Rights Holder or an unaccompanied youth. Charter School shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled. (Education Code Section 48851.)

High School Graduation Requirements: Homeless students who transfer to the Charter School any time after the completion of their second year of high school shall be exempt from any of the Charter School's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless the Charter School makes a finding that the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into the Charter School, the Charter School shall notify the student, the student's educational rights holder, and the School Liaison of the availability of the exemption and whether the student qualifies for an exemption.

The Charter School shall notify students who are exempted from the Charter School's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

The Charter School shall not require any student who would otherwise be entitled to remain in attendance at the Charter School to accept the exemption from the Charter School's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. The Charter School shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from the Charter School's additional graduation requirements will continue to apply while the student is enrolled in the Charter School or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

The Charter School shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's Educational Rights Holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from the Charter School's additional graduation requirements.

If a student who is exempted from the Charter School's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at the Charter School, the Charter School shall not require or request that the student graduate before the end of the student's fourth year of high school.

If the Charter School determines the student is reasonably able to complete the Charter School's graduation requirements by the end of the student's fifth year of high school, the Charter School shall do the following:

1. Inform the student of the student's option to remain at the Charter School for a

fifth year to complete the Charter School's graduation requirements.

2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: The Charter School will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

The Charter School will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, the Charter School shall not require the student to retake the portion of the course the student completed unless the Charter School, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at the Charter School, a copy of the Charter School's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

English Learners

The Charter School is committed to the success of its English Learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to Educational Rights Holders, student identification, placement, program options, English Learners and core content instruction, learning facilitator qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding English Learners and the rights of students and Educational Rights Holders.

For detailed information about English Language Learners, please see MYA's English Learner Master Plan.

Section 504

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of a disability, be excluded from participation, be denied the benefits of, or otherwise subjected to discrimination under any program of the Charter School. Any student who has an objectively identified disability which substantially limits a major life activity, including, but not limited to learning, is eligible for accommodations by the Charter School. The Educational Rights Holder of any student suspected of needing or qualifying for accommodations under Section 504 may make a referral for an evaluation to the Executive Director or designee.

MY Academy adheres to all Section 504 legal requirements. For students transferring to MY Academy with an existing 504 Plan, MYA staff will hold a review meeting within the first 30 days of enrollment to review the current 504 Plan to collaborate with the 504 team, and update the 504 plan with the accommodations that can reasonably be implemented within MY Academy's personalized learning school model. For currently enrolled MY Academy students with an existing 504 plan, 504 review meetings are offered at the beginning of every school year. For

more information on MY Academy Charter School's 504 Program, see the policy under the Appendices section of this Handbook or email info@myacademy.org.

MY Academy does not discriminate on the basis of race or ethnicity, color, national origin, sex, disability, age, gender, gender identity, gender expression, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes sent forth in Penal Code section 422.55, including immigration status. My Academy does not discriminate on the basis of sex in the education program/activity of the school, and that it is required by Title IX not to discriminate in such a manner. The requirement not to discriminate in the education programs/activities of the school extends to admission and employment, and inquiries about the application for Title IX to the school may be referred to MY Academy's Title IX Coordinator, to the Assistant Secretary of Education, or both. Complaints alleging noncompliance may also be made by contacting the school's Executive Director. A copy of the school's nondiscrimination policy and Title IX policy is available upon request.

Section 504 requires MY Academy to provide a free appropriate public education to qualified students who have a physical or mental impairment that substantially limits one or more major life activities.

Special Education / Students with Disabilities

We are dedicated to the belief that all students can learn and must be guaranteed equal opportunity to become contributing members of the academic environment and society. The Charter School provides special education instruction and related services in accordance with the Individuals with Disabilities in Education Act ("IDEA"), Education Code requirements, and applicable policies and procedures of the Sonoma County Charter SELPA. These services are available for special education students enrolled at the Charter School. We offer high quality educational programs and services for all our students in accordance with the assessed needs of each student. The Charter School collaborates with Educational Rights Holders, the student, learning facilitators, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Pursuant to the IDEA and relevant state law, the Charter School is responsible for identifying, locating, and evaluating children enrolled at the Charter School with known or suspected disabilities to determine whether a need for special education and related services exists. This includes children with disabilities who are homeless or foster youth. Under the IDEA, Educational rights holders have a right to inspect, review, and obtain copies of their child's educational records. The Charter School shall not deny nor discourage any student from enrollment solely due to a disability. If you believe your child may be eligible for special education services, please contact the Special Education Program Manager, at programmanager@myacademy.org or (619) 343-2048 x123.

MY Academy will collect information about a student's special education eligibility or services. The educational rights holder of a child should submit to the Special Education Department a complete copy of the student's most recent IEP (Individualized Education Plan), 504 plan, or any related special education documentation, if your child was receiving special education services in the past. In addition, MY Academy will comply with all relevant obligations under the law, including taking reasonable steps to promptly obtain relevant pupil records from the previous school in which your child was enrolled, including records relating to providing special education and related services to your child**,** and offering a Free and Appropriate Public Education ("FAPE"). If you have a student who receives special education services, please review this Notice of Procedural Safeguards to understand the special education rights of both educational rights holders and students.

Student Rights, Conduct, & Complaint Procedures

Educational Records and Student Information

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

1. The right to inspect and review the student's education records within five (5) school days after the day MY Academy receives a request for access.

Educational Rights Holders must submit to the Executive Director or designee a written request that identifies the records they wish to inspect. The Charter School official will make arrangements for access and notify the Educational Rights Holders of the time and place where the records may be inspected.

2. Educational Rights Holders have the right to request an amendment of the student's education records that they believe is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

   Educational Rights Holders who wish to ask the school to amend a record must write to the Executive Director or designee, clearly identify the part of the record they want changed, and specify why it should be changed. If MY Academy decides not to amend the record as requested by the Educational Rights Holder or eligible student, MY Academy will notify the Educational Rights Holders of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the Educational Rights Holders when notified of the right to a hearing. If MY Academy agrees to amend the record as requested, the Executive Director must order the correction or the removal and destruction of the information and inform the Educational Rights Holders of the amendment in writing.

3. The right to provide written consent before MY Academy discloses personally identifiable information ("PII") from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

   One exception, which permits disclosure without consent, is disclosure to Charter school officials with legitimate educational interests. For this purpose, a Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of Directors. A Charter School official may also include a volunteer, consultant, or vendor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; or contracted

provider of digital educational platforms and/or services , an Educational Rights Holder volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an Educational Rights Holder, student, or other volunteer assisting another school official in performing a task on behalf of the Charter School. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

Upon request, the Charter School discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled, if the disclosure is for purposes of the student's enrollment or transfer.

Note that Charter School will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the Charter School to comply with the requirements of FERPA. The name and address of the Office that processes FERPA complaints are:

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

5. The right to request that the Charter School not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written Educational Rights Holder consent.

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

of a student without obtaining prior written consent of the Educational Rights Holders or the eligible student:

- To Charter School officials, including learning facilitators, within the educational agency or institution whom the school has determined have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, as defined by 34 C. F. R. Part 99; To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, the Charter School will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days following the date the request is received from the public school or private school where the student intends to enroll. The Charter School will make a reasonable attempt to notify the Educational Rights Holders of the request for records at the parents/guardians/educational right holders' last known address, unless the disclosure is initiated by the Educational Rights Holders. Additionally, the Charter School will give the Educational Rights Holders, upon request, a copy of the record that was disclosed and give Educational Rights Holders, upon request, an opportunity for a hearing;
- To certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aidOrganizations conducting certain studies for the Charter School in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;
- Educational Rights Holders of a dependent student as defined in section 152 of the Internal Revenue Code of 1986;
- Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. § 99.31(a)(9)(i), reasonable effort must be made to notify the Educational Rights Holder or eligible student of the order or subpoena in advance of compliance, so that the Educational Rights Holder or eligible students may seek a protective order;

- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and Educational Rights Holders, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or
- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

"Directory Information" is information that is generally not considered harmful or an invasion of privacy if released. The Charter School may disclose the personally identifiable information that it has designated as directory information without an Educational Rights Holder's or eligible student's prior written consent. The Charter School has designated the following information as directory information:

- Student's name
- Student's address
- Educational Rights Holder's address
- Telephone listing
- Student's electronic mail address
- Educational Rights Holder's electronic mail address
- Photograph/video
- Date and place of birth
- Dates of attendance

- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole or in part, cannot be used for this purpose.)

If you do not want the Charter School to disclose directory information from your child's education records without your prior written consent, you must notify the Charter School in writing at the time of enrollment or re-enrollment.

Please notify the Executive Director at:
Executive Director
Motivated Youth Academy
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
admin@myacademy.org

A copy of the complete Policy is available upon request at the main office.

Professional Boundaries: Staff/Student Interaction Policy

Motivated Youth Academy ("MY Academy" or "Charter School") recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

Corporal Punishment

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

Acceptable and Unacceptable Staff/Student Behavior

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by Educational Rights Holders, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/learning facilitator relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or Educational Rights Holder point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

(a) Giving gifts to an individual student that are of a personal and intimate nature.
(b) Kissing of any kind.
(c) Any type of unnecessary physical contact with a student in a private situation.
(d) Intentionally being alone with a student away from the school.
(e) Making or participating in sexually inappropriate comments.
(f) Sexual jokes.
(g) Seeking emotional involvement with a student for your benefit.
(h) Listening to or telling stories that are sexually oriented.
(i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
(j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Educational Rights Holder and Supervisor Permission

(These behaviors should only be exercised when a staff member has Educational Rights Holder and supervisor permission.)

(a) Giving students a ride to/from school or school activities.
(b) Being alone in a room with a student at school with the door closed.
(c) Allowing students in your home.

Cautionary Staff/Student Behaviors

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

(a) Remarks about the physical attributes or development of anyone.
(b) Excessive attention toward a particular student.
(c) Sending emails, text messages or letters to students if the content is not about school activities.

Acceptable and Recommended Staff/Student Behaviors

(a) Getting Educational Rights Holders' written consent for any after-school activity.
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
(c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping Educational Rights Holders informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing the Principal about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any type of special needs student.
(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) Pats on the back, high fives and handshakes are acceptable.
(r) Keeping your professional conduct a high priority.

(s) Asking yourself if your actions are worth your job and career

School Search and Seizure

The Charter School recognizes and has determined that the occurrence of incidents which may include the possession of firearms, weapons, alcohol, controlled substances, or other items of contraband prohibited by law or Charter School rules and regulations, jeopardizes the health, safety and welfare of students and Charter School employees.

The California Constitution requires that all students and staff of public schools have the inalienable right to attend school activities which are safe, secure, and peaceful. As such, Charter School has adopted a Policy outlining the reasonable search of students and their property, student use areas, and/or student lockers and the seizure of illegal, unsafe, unauthorized or contraband items and materials through a search based upon reasonable suspicion.

A student's personal cell phone, smartphone, or other personal electronic device shall not be searched by school officials without a warrant, the student's consent, or a legitimate emergency, unless the device is lost or abandoned. An emergency is any situation involving danger of death or serious physical injury to any person, that requires access to the information located or reasonably believed to be located on the electronic device. If the Charter School has a good faith belief that the device is lost, stolen, or abandoned, the Charter School may only access electronic device information in order to attempt to identify, verify, or contact the owner of the device.

The Charter School is not prohibited from seizing/confiscating a student's personal electronic device, without searching its contents, if the student's use or possession of the private electronic device is in violation of Charter School rules or regulations.

Student Freedom of Speech and Expression

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

Students shall have the right to exercise freedom of speech and of the press including, but not limited to:

1. the use of bulletin boards
2. the distribution of printed materials or petitions
3. wearing of buttons, badges, and other insignia
4. the right of expression in official school publications. "Official school publications" refers to material produced by pupils in the journalism, newspaper, yearbook, or writing classes and distributed to the student body either free or for a fee. The Executive director or designee will supervise the material produced by pupils to ensure it meets professional standards of English and journalism.

Students' freedom of expression shall be limited as allowed by Education Code Section 48907, and other applicable state and federal laws. Students are prohibited from making any expressions or distributing or posting any materials that are obscene, libelous, or slanderous. The use of "fighting words" or epithets is prohibited in those instances where the speech is abusive and insulting, rather than a communication of ideas, and the speech is used in an aggressive or abusive manner in a situation that presents an actual danger that it will cause a breach of the peace. A student shall be subject to discipline for out-of-school expression, including expression on Internet websites, when such expression poses a threat to the safety of other students, staff, or school property, or substantially disrupts the educational program.

The complete policy is in the Appendices of this handbook.

Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy

Policy Adopted: October 10, 2019
Revised: August 13, 2020
Revised: September 13, 2021
Revised: December 14, 2023
Revised: December 12, 2024

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn and negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such,

the Motivated Youth Academy Board of Directors (the "Board" or the "School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of disability, pregnancy, gender, gender identity, gender expression, nationality, ancestry, race or ethnicity, immigration and citizenship status, religion, religious affiliation, sexual orientation, childbirth or related medical conditions, marital status, age, or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. In addition, bullying encompasses any conduct described in the definitions set forth in this policy. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

To the extent possible, Motivated Youth Academy will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated, and/or bullied, and will take action to investigate, respond, address and report on such behaviors in a timely manner. School staff that witness acts of misconduct prohibited by this policy will take immediate steps to intervene when safe to do so.

Moreover, the School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The School will promptly and thoroughly investigate any complaint of such misconduct prohibited by this policy and take appropriate corrective action, if warranted.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION AND BULLYING COORDINATOR ("COORDINATOR"):

Gigi Lenz, Operations and Program Manager

Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
glenz@myacademy.org
500 La Terraza Blvd Ste 150
Escondido, CA 92025

PROHIBITED UNLAWFUL HARASSMENT UNDER TITLE IX

Prohibited Unlawful Harassment is defined as:

1. Verbal conduct such as epithets, derogatory jokes or comments, or slurs.
2. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with school because of sex, race or any other protected basis.
3. Retaliation for reporting or threatening to report harassment.
4. Deferential or preferential treatment based on any of the protected classes above.

Title IX (20 U.S.C. § 1681 *et. seq*; 34 C.F.R. § 106.1 *et. seq*) and California state law prohibit harassment on the basis of sex. In accordance with these existing laws, discrimination on the basis of sex in education institutions is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination in education programs or activities conducted by the Charter School.

SEXUAL HARASSMENT

Motivated Youth Academy is committed to providing an educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action.

Sexual harassment consists of sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

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

3. The conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
4. Submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against themselves or against another individual.

Sexual harassment may include, but is not limited to:

1. Physical assaults of a sexual nature, such as:
    a. Rape, sexual battery, molestation or attempts to commit these assaults.
    b. Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:
    a. Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
    b. Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct.
    c. Subjecting or threats of subjecting a student to unwelcome sexual attention or conduct or intentionally making the student's academic performance more difficult because of the student's sex.
3. Sexual or discriminatory displays or publications anywhere in the educational environment, such as:
    a. Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the educational environment.
    b. Reading publicly or otherwise publicizing in the educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic.

c. Displaying signs or other materials purporting to segregate an individual by sex in
an area of the educational environment (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy.

PROHIBITED BULLYING

Bullying is defined as any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act.

Bullying includes one or more acts committed by a student or group of students that may constitute as sexual harassment, hate violence, or creates an intimidating and/or hostile educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable pupil* or pupils in fear of harm to that pupil's or those pupils' person or property.
2. Causing a reasonable pupil to experience a substantially detrimental effect on the pupil's physical or mental health.
3. Causing a reasonable pupil to experience substantial interference with the pupil's academic performance.
4. Causing a reasonable pupil to experience a substantial interference with the pupil's ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

* "Reasonable pupil" is defined as a pupil, including but not limited to, an exceptional needs pupil, who exercises care, skill and judgment in conduct for a person of the same age, or for a person of the same age with the same exceptional needs.

Cyberbullying is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Electronic act means the creation and transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network internet website including, but not limited to:
    a. Posting to or creating a burn page. A "burn page" means an internet website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    b. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
    c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
3. An act of "cyber sexual bullying" including, but not limited to:
    a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
    c. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

GRIEVANCE PROCEDURES

Reporting

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this policy.

Any student who believes they have been subject to misconduct prohibited by this policy or has witnessed such prohibited misconduct is encouraged to immediately report such misconduct to the coordinator:

Gigi Lenz, Operations and Program Manager
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
glenz@myacademy.org
500 La Terraza Blvd Ste 150
Escondido, CA 92025

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the coordinator. Oral reports shall also be considered official reports. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

Students are expected to report all incidents of misconduct prohibited by this policy or other verbal, or physical abuses. Any student who feels targeted by such behavior should immediately contact a learning facilitator, counselor, the program director, coordinator, a staff person or a family member so that the student can get assistance in resolving the issue in a manner that is consistent with this policy.

Motivated Youth Academy acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to carry out the investigation and/or to resolve the issue, as determined by the coordinator or designee on a case-by-case basis.

Motivated Youth Academy prohibits any form of retaliation against any reporter in the reporting process, including but not limited to a reporter's filing of a complaint or the reporting of instances of misconduct prohibited by this policy. Such participation shall not in any way affect the status, grades, or work assignments of the reporter.

All supervisors of staff will receive sexual harassment training within six (6) months of their assumption of a supervisory position and will receive further training once every two (2) years thereafter. All staff will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

Investigation

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, Educational Rights Holder, volunteer, visitor or affiliate of the School, the coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than seven (7) school days. If the coordinator, or administrative designee determines that an investigation will take longer than seven (7) school days, the coordinator or administrative designee will inform the complainant and any other relevant parties and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However, in no case may the coordinator or administrative designee reveal confidential information related to other students or employees, including the type and extent of discipline issued against such students or employees.

All records related to any investigation of complaints under this policy are maintained in a secure location.

Consequences

Students or employees who engage in misconduct prohibited by this policy will be subject to disciplinary action.

Uniform Complaint Procedures

When harassment or bullying is based upon one of the protected characteristics set forth in this Policy, a complainant may also fill out a Uniform Complaint Procedures ("UCP") complaint form at any time during the process.

Right of Appeal

Should the complainant find the coordinator's resolution unsatisfactory, the complainant may, within five (5) school days, file an appeal with the Designated Appeals Committee. In such cases, at least three (3) certificated School employees who are unfamiliar with the case and who have been previously designated and trained for this purpose shall be assembled to conduct a confidential review of the complainant's appeal and render a final decision.

A copy of the TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM is available on the following page and can also be downloaded here.

TITLE IX, Harassment, Intimidation, Discrimination & Bullying COMPLAINT FORM

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

Name of Person(s) you have a complaint against: _____

List any witnesses that were present: _____

Where did the incident(s) occur? _____

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____

_____

_____

_____ I hereby authorize the Charter School to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand that providing false information in this regard could result in disciplinary action up to and including termination.

_____ _____

Signature of Complainant Date

_____

Print Name

To be completed by the Charter School:

Received by: _____ Date _____

Follow up meeting with complainant held on: _____

Uniform Complaint Procedures ("UCP")

The Charter School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. The Charter School shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure ("UCP") adopted by our Governing Board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any Charter School program or activity.

2. Complaints alleging a violation of state or federal law or regulation governing the following programs:

    - Accommodations for Pregnant, Parenting or Lactating Students;
    - Adult Education;
    - Career Technical and Technical Education;
    - Career Technical and Technical Training;
    - Child Care and Development Programs;
    - Consolidated Categorical Aid;
    - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
    - Every Student Succeeds Act;
    - Migrant Education Programs;
    - Regional Occupational Centers and Programs; and
    - School Safety Plans.

3. Complaints alleging noncompliance with laws relating to pupil fees. A student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity. A pupil fee includes, but is not limited to, all of the following:

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

   Complaints of noncompliance with laws relating to pupil fees may be filed with the Executive Director or the Compliance Officer identified below.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or Local Control and Accountability Plans ("LCAP") under Education Code sections 47606.5 and 47607.3, as applicable. If the Charter School adopts a School Plan for Student Achievement ("SPSA") in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.

Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints regarding state preschool health and safety issues in local educational agencies

exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:
Motivated Youth Academy
Operations and Program Manager
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
admin@myacademy.org

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six (6) months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the Charter School's Board of Directors approved the LCAP or the annual update was adopted by the Charter School.

The Compliance Officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and the Charter School's UCP Policy. The Compliance Officer shall provide the complainant with a final written investigation report ("Decision") within sixty (60) calendar days from the Charter School's receipt of the complaint. This sixty (60) calendar day time period may be extended by written agreement of the complainant.

The complainant has a right to appeal the Charter School's Decision to the California Department of Education ("CDE") by filing a written appeal within thirty (30) calendar days of the date of the Charter School's written Decision, except if the Charter School has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with the Charter School, a copy of the Charter School's Decision, and

the complainant must specify and explain the basis for the appeal of the Decision, including at least one of the following:

1. The Charter School failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, the Charter School's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in the Charter School's Decision are not supported by substantial evidence.
4. The legal conclusion in the Charter School's Decision is inconsistent with the law.
5. In a case in which the Charter School's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If the Charter School finds merit in a UCP complaint, or the CDE finds merit in an appeal, the Charter School shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or Educational Rights Holder as

applicable.

A complainant may pursue available civil law remedies outside of the Charter School's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the Charter School has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 C.C.R. § 4622.

A copy of the UCP shall be available upon request free of charge and is available under the Appendices of this handbook. For further information on any part of the complaint procedures, including filing a complaint or requesting a hard copy of the UCP, please contact the Executive Director.

A copy of the Uniform Complaint Procedure Form is available on the following page and can also be downloaded here.

UNIFORM COMPLAINT PROCEDURE FORM

Last Name:_____ First Name/MI:_____

Student Name (if applicable):_____ Grade:____ Date of Birth:_____

Street Address/Apt.#:_____

City:_____ State:_____ Zip Code:_____

Home Phone:_____ Cell Phone:_____ Work Phone:_____

School/Office of alleged violation:_____

For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:

- ☐ Adult Education
- ☐ Career Technical and Technical Education/Career Technical and Technical Training
- ☐ Child Care and Development
- ☐ Consolidated Categorical Aid Programs
- ☐ Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families
- ☐ Every Student Succeeds Act
- ☐ Local Control Funding Formula/Local Control and Accountability Plan
- ☐ Migrant Education Programs
- ☐ Regional Occupational Centers and Programs
- ☐ School Plans for School Achievement
- ☐ School Safety Plan
- ☐ Pupil Fees
- ☐ Pregnant, Parenting or Lactating Student

For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:

- ☐ Age
- ☐ Ancestry
- ☐ Color
- ☐ Disability (Mental or Physical)
- ☐ Ethnic Group Identification
- ☐ Medical Condition
- ☐ Immigration Status/Citizenship
- ☐ Gender/Gender Expression/Gender Identity
- ☐ Genetic Information
- ☐ Nationality/ National Origin
- ☐ Race or Ethnicity
- ☐ Religion
- ☐ Sex (Actual or Perceived)
- ☐ Sexual Orientation (Actual or Perceived)
- ☐ Based on association with a person or group with one or more of these actual or perceived characteristics
- ☐ Marital Status

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

_____

_____

_____

_____

_____

_____

_____

_____

_____

2. Have you discussed your complaint or brought your complaint to any School personnel? If you have, to whom did you take the complaint, and what was the result?

_____

_____

_____

_____

_____

_____

_____

_____

3. Please provide copies of any written documents that may be relevant or supportive of your complaint. I have attached supporting documents.

- ☐ Yes
- ☐ No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:
Gigi Lenz
Operations and Program Manager
500 La Terraza Blvd
Escondido, CA 92025

Use of Student Information Learned from Social Media

The Charter School complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. The Charter School gathers student information from social media. Such information shall be maintained in the Charter School's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in the Charter School, whichever occurs first. A non-minor student or a student's Educational Rights Holder may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by the Charter School by contacting the Executive Director.

Policy Appendix

All policies listed in the appendix are public record and meet the legal annual notice requirements.

Community Relations

Access to Public Records Policy

COVID-19 Safe Reopening and Operation of Schools Policy

School Sponsored Field Trips and Cultural Excursions Policy

Suicide Prevention Policy

Uniform Complaint Procedures Policy

Instruction

130 Credit Graduation Path Policy

Attendance Policy

Independent Study Policy

Comprehensive School Safety Plan

Comprehensive Sexual Health Education Policy

Education for Foster Youth Policy

Education for Homeless Children and Youth Policy

Local Assessments Policy

Mathematics Placement Policy

Section 504 - Policy, Procedures, and Parent Rights

Special Education Assessment Requests Policy

Special Education Certificate of Completion Policy

Special Education Independent Educational Evaluation Policy

Personnel Services

Mandated Reporter - Child Abuse Policy

Student Services

Academic Integrity Policy

Acceleration Policy

Acceptable Use Policy

Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy

Communicable Contagious or Infectious Disease Prevention

Comprehensive Self-Harm and Suicide Policy and Procedures

Educational Records and Student Information Policy

Immunization Policy

Student Freedom of Speech and Expression Policy

Student Services Concepts and Roles

Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy

Transgender and Gender Nonconforming Student Nondiscrimination Policy

Transcripts from Non-Accredited Institutions Policy

School / Educational Partner Compact

This Compact is distributed to all Educational Partners in the school handbook and at Learning Facilitator~~Teacher~~/Educational Rights Holder/Student meetings.

This Compact outlines how Motivated Youth Academy (School) and Educational Partners (Educational Partner is defined as School staff, educational rights holders, and students) will share the responsibility for improved student academic achievement. This Compact describes the responsibilities and specific ways the School and Educational Partners will partner together to help students achieve the state's high academic standards.

School Responsibilities

The School's responsibility is to provide high-quality curriculum and instruction (Every Student Succeeds Act (ESSA), Section 1116[d][1]). The School will provide support for Educational Partners and students by:

- Supporting a partnership among the School and Educational Partners to improve student academic achievement;
- Providing Educational Partners with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their students (ESSA Section 1116[e][1]);
- Reviewing of local and state assessments and performance scores;
- Use of the School's Multi-tiered System of Support (MTSS) program which provides support for students that are struggling academically;
- Providing Educational Partners with materials and training to help them improve the achievement of their students (ESSA Section 1116[e][2]); and
- Providing Educational Partners with training and webinars, and Learning Facilitator~~teacher~~ professional development to support student performance in the academic state standards.

The School understands the importance of ongoing communication between educational rights holders and family members, and Learning Facilitator~~teacher~~s through:

- At a minimum, monthly learning period meetings;
- Frequent reports on student progress; and
- Access to School staff (ESSA Section 1116[d][2]).

The School engages Educational Partners to improve the achievement of their student(s) in meaningful interactions with the School by:

- Frequent reports to educational rights holders on their student's progress (ESSA Section 1116[d][2][B]);
- Reasonable access to staff, opportunities for educational rights holders and family members to participate in their students education (ESSA Section 1116[d][2][C]). (Communication and access to the staff are conducted and available through monthly learning period meetings, School email communication, and School social media outlets.);
- Distributing information related to School and educational rights holders programs, meetings, and other activities to Title I, Part A educational rights holders and family members in a format and language that the educational rights holders and family members can understand (ESSA Section 1116[e][5]);
- Presenting information in a way that is understandable to educational rights holders;
- With the assistance of Educational Partners, the School educates School staff on the value of educational rights holder and family member contributions, and how to work with educational rights holders and family members as equal partners (ESSA Section 1116[e][3]); and
- The School coordinates and integrates the Title I, Part A programs with other programs, and conducts other activities, such as educational rights holder training and access to resources, to encourage and support educational rights holders and family members in more fully participating in the education of their students (ESSA Section 1116[e][4]).

Educational Partner Responsibilities (Educational Rights Holders)

Educational Rights Holders will support their student's learning in the following ways:

- Monitor student attendance and completion of coursework;
- Participate in Learning Facilitator~~teacher~~ meetings;
- Participate, to the extent possible, on policy advisory groups; and
- Participate in school input opportunities such as surveys.

Student Responsibilities

Students will share in the responsibility to improve their academic achievement through:

- Regular school attendance;
- Course completion; and
- Participating in Learning Facilitator~~teacher~~/educational rights holder/student meetings.

School / Educational Partner Compact

This Compact is distributed to all Educational Partners in the school handbook and at Learning Facilitator/Educational Rights Holder/Student meetings.

This Compact outlines how Motivated Youth Academy (School) and Educational Partners (Educational Partner is defined as School staff, educational rights holders, and students) will share the responsibility for improved student academic achievement. This Compact describes the responsibilities and specific ways the School and Educational Partners will partner together to help students achieve the state's high academic standards.

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- Providing Educational Partners with assistance in understanding the state's academic content standards, assessments, and how to monitor and improve the achievement of their students (ESSA Section 1116[e][1]);
- Reviewing of local and state assessments and performance scores;
- Use of the School's Multi-tiered System of Support (MTSS) program which provides support for students that are struggling academically;
- Providing Educational Partners with materials and training to help them improve the achievement of their students (ESSA Section 1116[e][2]); and
- Providing Educational Partners with training and webinars, and Learning Facilitator professional development to support student performance in the academic state standards.

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- Frequent reports on student progress; and
- Access to School staff (ESSA Section 1116[d][2]).

The School engages Educational Partners to improve the achievement of their student(s) in meaningful interactions with the School by:

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- Reasonable access to staff, opportunities for educational rights holders and family members to participate in their students education (ESSA Section 1116[d][2][C]). (Communication and access to the staff are conducted and available through monthly learning period meetings, School email communication, and School social media outlets.);
- Distributing information related to School and educational rights holders programs, meetings, and other activities to Title I, Part A educational rights holders and family members in a format and language that the educational rights holders and family members can understand (ESSA Section 1116[e][5]);
- Presenting information in a way that is understandable to educational rights holders;
- With the assistance of Educational Partners, the School educates School staff on the value of educational rights holder and family member contributions, and how to work with educational rights holders and family members as equal partners (ESSA Section 1116[e][3]); and
- The School coordinates and integrates the Title I, Part A programs with other programs, and conducts other activities, such as educational rights holder training and access to resources, to encourage and support educational rights holders and family members in more fully participating in the education of their students (ESSA Section 1116[e][4]).

Educational Partner Responsibilities (Educational Rights Holders)

Educational Rights Holders will support their student's learning in the following ways:

- Monitor student attendance and completion of coursework;
- Participate in Learning Facilitator meetings;
- Participate, to the extent possible, on policy advisory groups; and
- Participate in school input opportunities such as surveys.

Student Responsibilities

Students will share in the responsibility to improve their academic achievement through:

- Regular school attendance;
- Course completion; and
- Participating in Learning Facilitator/educational rights holder/student meetings.

MEMORANDUM OF UNDERSTANDING

Between **JEWISH FAMILY SERVICE** and **MOTIVATED YOUTH ACADEMY**

Parties: This Memorandum of Understanding is between Jewish Family Service [JFS] and MOTIVATED YOUTH ACADEMY (MY Academy/MYA).

Purpose: To establish a collaborative relationship between Jewish Family Service and MOTIVATED YOUTH ACADEMY that will enable students and parents to benefit from the California Department of Public Health Adolescent Family Life Program Contract [Contract #20-10482].

Background: Jewish Family Service Adolescent Family Life Program (AFLP) is a strengths-based case management program designed to support and empower expectant and parenting youth who are 21 years old and younger. The program emphasizes building resilience to help youth thrive during and after they exit the program. Case managers meet one-on-one with youth to establish caring relationships, identify the youth's needs and interests, and offer support with accessing services, setting goals and planning for the future. AFLP was developed with a youth-centered, strengths-based approach for the program called the AFLP Positive Youth Development (PYD) Model. This approach recognizes that all youth have strengths, benefit from high expectations and supportive relationships, and are able to make meaningful contributions to their lives, families and communities. The PYD Model turns these values into activities so youth develop and use their strengths and skills to help navigate life's challenges, build healthy and supportive connections, and identify and work toward personal goals.

Background: MOTIVATED YOUTH ACADEMY is a California public school authorized to deliver instruction in grades K-12, including 18-24 year olds. The school provides WASC accredited 9-12th grade education and skills development to credit-deficient adults to earn their high school diploma as they become empowered and prepare for postsecondary success, viable employment, and lifelong learning. MYA offers a high school diploma to students meeting state and charter school graduation requirements depending on their enrollment qualifications. Students who qualify for WIOA also qualify for a reduced credit requirement per the charter. MYA students enjoy a flexible, self-paced schedule, geared to the adult learner.

Responsibilities of Parties: In order to achieve the purpose, set out above, the parties will perform the following activities:

Jewish Family Service will:

- JFS will partner with MOTIVATED YOUTH ACADEMY to provide services through the Adolescent Family Life Program to the students enrolled in MOTIVATED YOUTH ACADEMY programs.
- JFS will provide incentives and program materials to participants.

- JFS will provide referral services and information to both participants and program staff without breaking the confidentiality of the participants.
- If the option of in-person visitation is not allowed due to COVID-19 CDHP/SD County/Center guidelines, AFLP Case Managers will meet with participants utilizing Telehealth platforms.

MOTIVATED YOUTH ACADEMY will:

- MOTIVATED YOUTH ACADEMY staff will engage JFS in partnership to implement AFLP to students enrolled.
- MOTIVATED YOUTH ACADEMY will provide referrals and information regarding AFLP to students, families, and program staff.
- MYA will provide a laptop and Wi-Fi device to all enrolled students.
- MOTIVATED YOUTH ACADEMY will provide all its students in the service area with information about the Jewish Family Service [JFS] and the Adolescent Family Life Program.
- MOTIVATED YOUTH ACADEMY will work closely with JFS to ensure that the program reaches and serves as many student parents as possible that request AFLP, through MYA.

General Terms of the Agreement: Both Jewish Family Service Adolescent Family Life Program and MOTIVATED YOUTH ACADEMY agree to work cooperatively during the term of the agreement to achieve the purposes set out above. Parties will abide by necessary requirements of program confidentiality and agree to indemnify, defend and hold harmless each other against any and all potential penalties incurred in the event that they violate any portion of this agreement. This agreement does not create a legal partnership or contract between the parties. **The term of this agreement is October 1, 2025, to June 30, 2026.**

JEWISH FAMILY SERVICE
Signed:_____
Name:_____
Title:_____

MOTIVATED YOUTH ACADEMY
Signed:_____
Name:_____
Title:_____

For further information, please contact:

Jewish Family Service
(858) 637-3000
8804 Balboa Avenue
San Diego, CA 92123

Motivated Youth Academy
(619) 343-2048
500 La Terraza Blvd. Suite #150
Escondido, CA 92025

MEMORANDUM of UNDERSTANDING

Between **ESCOKIDOS** and **MOTIVATED YOUTH ACADEMY**

1) Purpose of Memorandum

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between Motivated Youth Academy (MY Academy) and ESCOKIDOS. This MOU will document the details of their partnership.

2) Description of Partner Agencies

MY Academy is a flex-based California public charter school. MYA has been supporting successful student outcomes through independent study programs since 2014. MY Academy offers a unique approach to education that combines the flexibility of online learning with the benefits of personalized face-to-face instruction. The design of MYA's "No Walls Approach" is for students seeking both virtual and in-person learning. Teachers meet students once per week, in person, in the communities where students live at mutually agreed upon public locations such as libraries, community centers, career centers and tribal halls. The foundation of these one on one meetings are MYA's core values; All Are Welcome, We Celebrate The Small Things, We Choose Hope, We Are Servant Leaders, Feedback Is Critical, We Pursue Gratitude.

Implementing an Enriched Virtual model of instruction, each student has access to individualized curriculum, personalized teacher guidance, and scheduling flexibility. MYA allows students to learn at their own pace while receiving one on one support from credentialed teachers. This setup is designed to meet the needs of students who choose a more personalized educational experience compared to traditional classroom settings.

MYA focuses on serving At-Promise youth and young adults. Enrollment includes many students who have experienced significant barriers in accessing public education. The school has Dashboard Alternative School Status (DASS) indicating at least 70% of the student population has been identified as members in one of twelve high risk student groups. MY Academy enrolls traditional age students in grades 6-12 and young adults age 19-24 seeking to earn a high school diploma.

ESCOKIDOS is a program designed to provide culturally sensitive child abuse prevention services (CAPS) to families that have been identified by other organizations and/or the community, as needing these interventions. We are a recognized 501 (c) (3) tax-exempt, non-profit corporation.

ESCOKIDOS receives referrals from these organizations, requesting specific services that could provide the families with the necessary tools to prevent the children from growing up in an abusive environment. These services are geared primarily toward Hispanic families that may be struggling to acculturate into a challenging, fast-paced society that demands full awareness and immersion to better provide their children with basic concepts of safety and protection. These services and interventions are

determined initially based on child abuse trends described in national and regional data found in public records.

ESCOKIDOS works with partners across the northern region of San Diego County to identify families and their needs, in order to provide necessary preventive child abuse interventions and services. As a former Child Protective Services Supervisor for the County of San Diego, as well as having been a Social Services Manager and Director for nonprofit organizations, the Executive Director of ESCOKIDOS is familiar with the needs of the community and the gaps that currently exist in the field of child abuse prevention.

ESCOKIDOS conducts screenings to determine whether the referred families might benefit from our preventive services. Should the families' needs require interventions beyond the preventive scope of our agency, appropriate referrals will be generated to other agencies to support the families in their current circumstances. When a family is accepted into our program, a case worker is assigned to help map out their needs, thereby creating a conjoint plan to tailor a personalized intervention. The duration of services provided is three months, with possible extensions contingent upon the family's progress, level of engagement, and assessment of ongoing needs.

Although services are best suited for face-to-face contact, due to the COVID-19 pandemic, services can be provided "virtually" (online) and/or in person in safe, open spaces, such as parks. Interventions are financed by government grants and private donations while following privacy and confidentiality standards, including, but not limited to, the Child Abuse Reporting Law and any other applicable federal mandates.

ESCOKIDOS maintains financial and client specific records (data) in secure, encrypted systems in compliance with HIPPA and reporting party confidentiality laws and regulations. Additionally, quality assurance assessments are conducted at specific intervals to determine the efficacy of the services provided and the program overall.

ESCOKIDOS works in the designated Escondido zip codes (unincorporated and incorporated areas). Occasionally ESCOKIDOS can take on families who reside within a 20 miles radius from Escondido proper. ESCOKIDOS will not work with families that have previous open Juvenile Court cases with Child Welfare Services or the Juvenile Probation Department, more than two police interventions (excluding calls for service), and/or families who have been deemed uncooperative by the referring party (schools, clinics, churches, social service agencies). Appropriate referrals to alternate providers will be generated as needed.

3) Roles and Responsibilities
It is agreed by, and between, partners as follows:

MY Academy will:
□ Provide appropriate client referrals to the ESCOKIDOS.

□ Provide student contact information as needed, to meet with mutual clients, in accordance with FERPA
□ Provide information on community-based events and provide registration opportunities to referrals from ESCOKIDOS.
□ Provide access to data on dual relationship clients.

ESCOKIDOS will:
□ Provide resources and support to client referrals from MY Academy.
□ List MY Academy as an organizational partner.
□ Support MY Academy attending partner-sponsored community-based events.
□ Provide client contact information as needed, to meet with potential students, in accordance with HIPAA.

4) Both organizations will:
Identify a single point of contact for communication with the other about this partnership:
● MY Academy: Bill Dobson, Director, bdobson@myacademy.org or their designee
● ESCOKIDOS: Tatiana Rosenborg, Executive Director, tati@escokidos.org or their designee

5) Timeline
The roles and responsibilities under this MOU will be in effect for 12 months from the time of execution. At the end of the 12 months, MY Academy and ESCOKIDOS will meet to review the terms and conditions and address any concerns from both parties. Upon meeting, both parties may choose to renew the current MOU. *Any extensions or addendums must be made in writing and agreed upon by both parties.*

6) Conditions and Termination
● Either organization may terminate this MOU at any time by giving 30 days written notice to the other organization.
● Neither organization shall share client information with any person or organization outside of the respective organizations with written notice and consent.

7) Commitment to Partnership
We, the undersigned, have read and agree with this Memorandum of Understanding.

Motivated Youth Academy:

_____	_____	_____
Name	Title	Date

ESCOKIDOS:

_____	_____	_____
Name	Title	Date

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

This version of the Master Contract constitutes an individual agreement between the Local Education Agency (LEA) and the Nonpublic School/Agency (NPS/A). The Sonoma County SELPA and the Sonoma County Charter SELPA are not parties to this agreement and assume no legal responsibility or obligation for the terms, enforcement, or execution of this contract. All responsibilities, liabilities, and obligations arising from the use and implementation of this agreement rest solely with the contracting LEA and NPS/A.

MASTER CONTRACT
GENERAL AGREEMENT FOR NON-SECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA: **Motivated Youth Academy**

Contract Year: 2025 -2026

Nonpublic School:

Nonpublic Agency: TSW Therapy, Inc.

Type of Contract:

X Master Contract for the fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

☐ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

☐ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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EXHIBIT A: 2025-2026 RATES

EXHIBIT B: Motivated Youth Academy Approved 2025-2026 School Calendar

2025 -2026

Local Education Agency: Motivated Youth Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: TSW Therapy, Inc.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "*Contract*") is entered into on August 1, 2025, between, **Motivated Youth Academy** hereinafter referred to as the local educational agency ("LEA"), a member of the Sonoma County SELPA, and **TSW Therapy, Inc..** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within fifteen (15) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as an NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification, and/or credential. A current

copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification, and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to, the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from August 1, 2025 – July 31, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to July 31, 2026. (Title 5 California Code of Regulations section 3062 (d)).In the event the contract negotiations are not agreed to by July 31, 2026, the most recently executed Master

Contract will remain in effect for 90 days (Title 5 California Code of Regulations section 3062(d)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT; EXHIBIT B ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business

days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to a student as a result of lack of provision of services while student was served by NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term "CONTRACTOR" means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.

b. The term "authorized LEA representative" means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.

c. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e. The term **"**license" means a valid non-expired document issued by a licensing agency within the Department

of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

f. "Parent" means:

i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,

iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,

iv. a surrogate parent,

v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

g. The term "days" means calendar days unless otherwise specified.

h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be emailed, mailed or delivered by

hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based. Both parties shall meet to negotiate any amendments or modifications to the Master Contract.

14. TERMINATION

This Master Contract or ISA may be terminated for cause at the discretion of either party; LEA or CONTRACTOR. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I- INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:
$2,000,000 per occurrence $ 500,000 fire damage $ 5,000 medical expenses $1,000,000 personal & adv.

injury $3,000,000 general aggregate $2,000,000 products/completed operations aggregate.
The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a $1 million combined single limit.
If no owned automobiles, then only hired and non-owned is required.
If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

$1,000,000 per occurrence
$2,000,000 general aggregate

E. CONTRACTOR, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

F. Any deductibles or self-insured retentions above $100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with **a residential treatment center (NPS/RTC)**, the following insurance policies are required:

A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

$3,000,000 per Occurrence and $6,000,000 in General Aggregate.
The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above $100,000 without the prior written approval of the LEA.

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of $1,000,000/$1,000,000/$1,000,000.

C. **Commercial Auto Liability** coverage with limits of $1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is $5,000,000 Combined Single Limit per Occurrence.

D. **Fidelity Bond** or **Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be $250,000 per occurrence, with no self-insured retention.

E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of $3,000,000 per occurrence and $6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The Member District(s) shall have the right in their sole discretion to select counsel if it's choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its

self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract.

In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s).

If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including; but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board

of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, ~~in its discretion~~, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition-free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity , or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA.

CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq...

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is an NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a

signed authorization by the parent or legal guardian to authorize emergency services as requested.

LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is an NPS, CONTRACTOR shall ensure that the number of pupils loaded to ~~a~~ class shall not exceed twelve (12) pupils for grades K – 5, and fourteen (14) pupils for grades 6 – 13. CONTRACTOR shall provide written notice to each LEA with students enrolled in a class for grades K-5 that exceeds twelve (12) pupils.

If CONTRACTOR provides special education for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, CONTRACTOR shall comply with the appropriate instructional adult to child ratios pursuant to California Education Code § 56440 et seq.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA- developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate

software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses described as described in Education Codes sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it's implementing regulations. If the IEP determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidence-based practices and interventions specific to the unique behavioral needs of CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to all new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone.

If the student's IEP does not contain a BIP an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan.

If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for

the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by ~~the~~ state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places ~~his or her~~ the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use of prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by

the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all

IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

IEP Team Meetings. Where a contractor (i.e., a non-employee) of the provider of related services to a student pursuant to an IEP is a member of the IEP team and requested to be present at an IEP team meeting, LEA shall be responsible for charges due for that provider's contractor in attendance at the IEP meeting in accordance with the Rate Schedule, (Exhibit A) in the Master Agreement. The rate for such attendance shall be at the individual rate if more than one rate is listed in the Rate Schedule (Exhibit A).

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 et seq.; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any written complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly. Or as required by a pupil's IEP.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessments. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA and at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is

understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS & TRANSCRIPTS

When CONTRACTOR is an NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in *EC* Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRATOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupil enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in *EC* Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the LEA for evaluation of progress toward completion of diploma, or alternate process requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and the LEA for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043 (h))

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns both verbal and written reported to pupil's parents, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a, NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's

IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA Act (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to the LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students, CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and the National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent") through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review

in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making towards the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students in person or virtually until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors

who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon requests, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2 CONTRACTOR shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5) when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)) CONTRACTOR shall maintain, and provide the LEA upon request, documentation of its administrator's qualification in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and

teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

46. VERIFICATION OF LICENSES, CREDENTIALS & OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school, and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56051.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is

absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq. and, 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any serious accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as

federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (August-July) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (August-July) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re- billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by

CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California

Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Excused Absence Method

A. LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless a written time extension is granted by LEA. No more than three of the 8 cumulative absences shall be unexcused. Reimbursements for Related Services cannot be claimed except in the case of a Bundled tuition rate.

B. On the 4th consecutive day of a pupil's absence, CONTRACTOR shall notify LEA of such absence. If CONTRACTOR fails to provide such notice by the 4th day of consecutive absence, CONTRACTOR shall not be compensated for services delivered during continuing absence after the 4th consecutive day of excused absence.

C. All excused absences must be verified and a copy must be submitted to LEA with the monthly invoice. All documentation must be kept for at least five (5) years from the date of origination.

D. Only the individuals listed below may verify the reason for absence:
   1. School or public health nurse
   2. Physician
   3. Principal
   4. Teacher
   5. School employee assigned to make such verification
   6. Student eighteen years of age or over
   7. Parent

E. Any reasonable method which established the reason for the absence may be used:
   1. Written note from parent, guardian, representative or adult pupil (over 18 or emancipated)
   2. Telephone conversation with parent, guardian, representative, or adult pupil (over 18 or emancipated)

F. Standards for excused absences are defined in the education code. Contractor is responsible for verification of excused absence in accordance with current requirements.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's

attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

STUDENT ABSENCES AS IT RELATES TO ENHANCED STAFFING (1:1 AIDES)

To the extent an absent student is supported by instructional assistance or behavior intervention (enhanced staffing), LEA shall compensate CONTRACTOR for the daily rate for the enhanced staffing assistance for each day of absence in accordance with Section 59.A of the Master Contract in which it states, "LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year, (i.e. semester), unless the LEA grants a written time extension. No more than three of the 8 cumulative absences shall be unexcused.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code sections 41422 and 46392:

a) If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

b) NPS School Closure - In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR's school closure. If the LEA is unable to obtain alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.

c) LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by

LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE; EXHIBIT A

The attached rate schedule (EXHIBIT A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

(a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of August, 2025 and terminates at 5:00 P.M. on July 31, 2026, unless sooner terminated as provided herein.

CONTRACTOR	LEA
TSW Therapy, Inc.	**Motivated youth Academy**
Nonpublic School/Agency	**LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
Molly Cote, CEO	**Bill Dobson, Director**
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Molly Cote, CEO	**Daniel Espinoza, Special Education Program Manager**
Name and Title	**Name and Title**
TSW Therapy, Inc.	**Motived Youth Academy**
Nonpublic School/Agency/Related Service Provider	**LEA**
30151 Avenida des Las Banderas STE 100	**500 La Terreza Blvd. STE 150**
Address	**Address**
Rancho Santa Margarita, CA 92688	**Escondido, CA 92025**
City **State** **Zip**	**City** **State** **Zip**
949-322-7289	**619-202-1444**
Phone **Fax**	**Phone** **Fax**
molly@tswtherapy.com	**despinoza@myacademy.org**
Email	**Email**

EXHIBIT A
RATE SHEET 2025-2026

SPECIAL EDUCATION SERVICES:

SPEECH AND LANGUAGE:

- *$142.00/hour for direct and consult speech therapy services for individual therapy sessions, assessment, assessment report writing, IEP attendance, consultation, collaboration, documentation, progress reports, case management, staffing, staff meetings, SEIS tracker, (or other attendance monitoring system). Services may be virtual, or in-person person based on location and availability. Services provided by TSW Therapy, Inc staff SLP/SLPA.*
- *$90/hour for group therapy sessions. Services may be virtual, or in-person based on location and availability. Services provided by TSW Therapy, Inc staff SLP/SLPA.*
- *Expert Witness Testimony at Due Process Hearing- $450.00 per hour.*

Occupational Therapy:

- *$142.00/hour for direct and consult occupational therapy services for individual therapy sessions, assessment, assessment report writing, IEP attendance, consultation, collaboration, documentation, progress reports, case management, staffing, staff meetings, SEIS tracker, (or other attendance monitoring system). Services may be virtual, or in-person person based on location and availability. Services provided by TSW Therapy, Inc staff OT/COTA.*
- *$90/hour for group therapy sessions. Services may be virtual, or in-person based on location and availability. Services provided by TSW Therapy, Inc staff OT/COTA.*

Cancellation Policy:

If a student cancels with less than 24-hour notice, Provider will bill the Charter School for the missed session and the session will not be made- up. If an IEP Meeting is cancelled with less than 24-hour notice, Provider will bill the Charter School. If services are due to the absence of Provider, a make-up session will be offered for the time indicated on the student's IEP.

2025-2026 School Year Academic Instruction Calendar

Month	Track E Su	Mo	Tu	We	Th	Fr	Sa	Track F Su	Mo	Tu	We	Th	Fr	Sa	Track G Su	Mo	Tu	We	Th	Fr	Sa	Federal holidays / notes
Jun	29	30	1	2	3	4	5	29	30	1	2	3	4	5	29	30	1	2	3	4	5	Independence Day
Jul 2025	6	7	8	9	10	11	12	6	7	8	9	10	11	12	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	13	14	15	16	17	18	19	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	20	21	22	23	24	25	26	20	21	22	23	24	25	26	
	27	28	29	30	31	1	2	27	28	29	30	31	1	2	27	28	29	30	31	1	2	
Aug	3	4	5	6	7	8	9	3	4	5	6	7	8	9	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	10	11	12	13	14	15	16	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	17	18	19	20	21	22	23	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	24	25	26	27	28	29	30	24	25	26	27	28	29	30	
	31	1	2	3	4	5	6	31	1	2	3	4	5	6	31	1	2	3	4	5	6	Labor Day
Sep	7	8	9	10	11	12	13	7	8	9	10	11	12	13	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	14	15	16	17	18	19	20	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	21	22	23	24	25	26	27	21	22	23	24	25	26	27	
	28	29	30	1	2	3	4	28	29	30	1	2	3	4	28	29	30	1	2	3	4	
Oct	5	6	7	8	9	10	11	5	6	7	8	9	10	11	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	12	13	14	15	16	17	18	12	13	14	15	16	17	18	Columbus Day
	19	20	21	22	23	24	25	19	20	21	22	23	24	25	19	20	21	22	23	24	25	
	26	27	28	29	30	31	1	26	27	28	29	30	31	1	26	27	28	29	30	31	1	
Nov	2	3	4	5	6	7	8	2	3	4	5	6	7	8	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	9	10	11	12	13	14	15	9	10	11	12	13	14	15	Veterans Day
	16	17	18	19	20	21	22	16	17	18	19	20	21	22	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	23	24	25	26	27	28	29	23	24	25	26	27	28	29	Thanksgiving Day
	30	1	2	3	4	5	6	30	1	2	3	4	5	6	30	1	2	3	4	5	6	
Dec	7	8	9	10	11	12	13	7	8	9	10	11	12	13	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	14	15	16	17	18	19	20	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	21	22	23	24	25	26	27	21	22	23	24	25	26	27	Christmas Day
	28	29	30	31	1	2	3	28	29	30	31	1	2	3	28	29	30	31	1	2	3	New Year's Day
Jan 2026	4	5	6	7	8	9	10	4	5	6	7	8	9	10	4	5	6	7	8	9	10	
	11	12	13	14	15	16	17	11	12	13	14	15	16	17	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	18	19	20	21	22	23	24	18	19	20	21	22	23	24	Martin Luther King Day
	25	26	27	28	29	30	31	25	26	27	28	29	30	31	25	26	27	28	29	30	31	
Feb	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
	8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21	Presidents' Day
	22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28	
Mar	1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7	
	8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21	
	22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28	
	29	30	31	1	2	3	4	29	30	31	1	2	3	4	29	30	31	1	2	3	4	
Apr	5	6	7	8	9	10	11	5	6	7	8	9	10	11	5	6	7	8	9	10	11	
	12	13	14	15	16	17	18	12	13	14	15	16	17	18	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	19	20	21	22	23	24	25	19	20	21	22	23	24	25	
	26	27	28	29	30	1	2	26	27	28	29	30	1	2	26	27	28	29	30	1	2	
May	3	4	5	6	7	8	9	3	4	5	6	7	8	9	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	10	11	12	13	14	15	16	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	17	18	19	20	21	22	23	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	24	25	26	27	28	29	30	24	25	26	27	28	29	30	Memorial Day
	31	1	2	3	4	5	6	31	1	2	3	4	5	6	31	1	2	3	4	5	6	
Jun	7	8	9	10	11	12	13	7	8	9	10	11	12	13	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	14	15	16	17	18	19	20	14	15	16	17	18	19	20	Juneteenth
	21	22	23	24	25	26	27	21	22	23	24	25	26	27	21	22	23	24	25	26	27	
	28	29	30	1	2	3	4	28	29	30	1	2	3	4	28	29	30	1	2	3	4	Independence Day (observed), Independence Day

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Sonoma County Office of Education

Special Education Local Plan Area
5340 Skylane Boulevard
Santa Rosa, CA 95403
(707)524-2750 FAX (707)524-2754

Direct any questions to the Special Education Local Plan Area at (707)524-2750

CUSTOMER INVOICE

Motivated Youth Academy
500 La Terraza Blvd Suite 150
Escondido, CA 92025

Invoice # **IN26-00058**
Invoice Date 09/17/2025
Due Date 10/17/2025
Customer # 002390
Contract/Reference #

2025/2026 Goalbook License

Description	Qty	Unit	Unit Price	Amount
Goalbook License	2.00		550.00	1,100.00

Taxable Total	.00
Non-Taxable Total	1,100.00
Sales Tax (9.25%)	.00
Less Payments Received	.00
BALANCE DUE	**$1,100.00**

----------Detach this portion or make a copy of the invoice and mail it with the payment----------

District Account Number		Account Amount
07- 9035- 0- 5001- 2142- 8699- 540- 0000	2026	1,100.00

Please make checks payable to: **Sonoma County Office of Education/Special Education Local Plan Area**

Mail to:

Sonoma County Office of Education
Special Education Local Plan Area
5340 Skylane Boulevard
Santa Rosa, CA 95403

Invoice # **IN26-00058**
Amount Due $1,100.00
Customer # 002390

Customer Copy

Pearson

QUOTE / PROFORMA

Customer Bill-to:

MOTIVATED YOUTH ACADEMY
500 LA TERRAZA BLVD
STE 150
ESCONDIDO CA, 92025-3876

Attention:

Customer Ship-to:

MOTIVATED YOUTH ACADEMY
500 LA TERRAZA BLVD
STE 150
ESCONDIDO CA, 92025-3876

Attention:

NCS Pearson, Inc.
P.O Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Quote/Proforma Number	:	376121
Date	:	16-SEP-2025
Customer Account#	:	12944624
Sales Order Number	:	
Customer PO#	:	DALSRENEWALQUOTE2025
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:		800
Other Charges	:	USD	$0.00
Net Amount	:	USD	$2,075.00
Tax Total	:	USD	$0.00
Quote/Proforma Total	:	USD	$2,075.00
Amount Due	:	USD	$2,075.00

REMITTANCE INFORMATION

Make Checks Payable to:	**Bank Wire to:**
13036 COLLECTION CENTER DRIVE CHICAGO 60693 NCS Pearson, Inc.	Bank of America N A 071000039 **A/C No**: 8188105388 SWIFT : 071000039

Pearson

Quote/Proforma Number: 376121						Page 2 of 2
Item Number	**Item Description**	**Quantity**	**Unit Price**	**Discount**	**Tax**	**Line Total**
A103000229960	DAL SCHOOLS COMPLETE FOR SMALL DISTRICTS (DIGITAL)	100	20.75	NET	0.00	$2,075.00
A103000278933	QG-DAL-SCHOOLS SLP-OT-PT PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000278935	QG-DAL-SCHOOLS-ABILITY PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000278936	QG-DAL-SCHOOLS ACADEMIC PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000252569	DALS QGLOBAL DEVELOPMENTAL PORTFOLIO (DIGITAL)	100	0.00	PROMO	0.00	$0.00
A103000278938	QG-DAL-SCHOOLS PSYCH PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000278934	QG-DAL-SCHOOLS SCREENER PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000278937	QG-DAL-SCHOOLS MENTAL HEALTH PORTFOLIO	100	0.00	PROMO	0.00	$0.00

*** IMPORTANT CUSTOMER MESSAGES ***

DALS COMPLETE RENEWAL
DIGITAL ASSESSMENT LIBRARY FOR SCHOOLS – 70 IEPS

QUOTE/PROFORMA TOTALS	**Subtotal**	**Total Other Charges**	**Total Tax**	**Total Due**
	USD	USD	USD	USD
	$2,075.00	$0.00	$0.00	$2,075.00

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:
https://www.pearsonassessments.com/footer/terms-of-sale---use.html
For questions, please visit our support site at
https://www.pearsonassessments.com/contact-us.html

Coversheet

Consent - Personnel Services

Section: VIII. Consent
Item: C. Consent - Personnel Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: Vector Solutions Renewal Notice 2025-26.pdf

BACKGROUND:

Approval of Vector Solutions subscription for 2025-26 (Renewal)

Approval is requested for the renewal of the Vector Solutions training platform subscription for the 2025–26 school year. This annual subscription provides MY Academy with access to the Employee Safety and Compliance Training Library (K-12 Edition), which is essential in supporting compliance with state and federal training requirements, while also ensuring staff have ongoing access to professional development resources. Renewing this subscription helps maintain a safe, compliant, and well-trained workforce.

RECOMMENDATION:

It is recommended the Board approve the Vector Solutions platform subscription (Renewal).

Fiscal Impact: $752.46

Renewal Notice

This is not an Invoice

Date 09-06-2025

Contract Name	Renewal Contact	Billing Frequency	Renewal Start Date
Motivated Youth Academy	Joanna Evangelista	Annual	11-05-2025

Quantity	Product Code	Product Name	Description	Unit Price	Total
1	SLSST	Vector Training, Employee Safety and Compliance Library	Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription	$752.46	$752.46

Total: **$752.46**

Renewal shall be in accordance with the terms and conditions contained in the Vector Solutions Software-as-a-Service Agreement.

Coversheet

Consent - Policy Development

Section: VIII. Consent
Item: D. Consent - Policy Development
Purpose: Vote
Submitted by: Bill Dobson
Related Material: MYA Safety Plan - Redlined - 2025.10.01.pdf
MYA Safety Plan - For Board Approval - 2025.10.01.pdf

BACKGROUND:

Approval of MYA Safety Plan (Revision)

Beginning in the 2025–2026 school year, the terminology for *Teacher* was changed to *Learning Facilitator* in alignment with new HR practices, to more accurately reflect the responsibilities and duties of the role. Additionally, the terminology for *Active Shooter* was updated to *Active Assailant* based on guidance provided in a presentation attended by MY Academy staff and delivered by an Investigator from the San Diego District Attorney's Office.

RECOMMENDATION:

It is recommended the Board approve the MYA Safety Plan with revisions as presented.

Fiscal Impact: None

Safety Plan

Motivated Youth Academy
500 La Terraza Blvd, Ste 150
Escondido, CA 92620

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Section 1: School Safety Plan Purpose

Objective

Motivated Youth Academy/MY Academy/MYA ("School") recognizes that students and staff have the right to a safe and secure environment where they are free from physical and psychological harm. The School is fully committed to maximizing school safety and creating a positive learning environment that includes strategies for violence prevention and high expectations for student and staff conduct, responsible behavior, and respect for others.

The School safety plan will be reviewed and updated by March 1st every year. A copy of the School Safety Plan will be available for review at the School's offices.

Disruption Free Learning Environment

The School believes that all students have the right to be educated in a positive learning environment free from disruptions. At School sponsored activities and events, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards Learning Facilitators, other staff, students and volunteers. Every effort is made to ensure students are aware of the expected behaviors at a school-organized event.

School Crime Statistics

The School will compile statistics pertaining to school crime committed on the premises of

school-related functions, if applicable. The school will complete an incident form to document each applicable occurrence. The School will also insert an annual breakdown of incidents by month, if applicable. Information obtained will assist the School in developing programs to reduce the incidence of crime.

Nondiscrimination and Fair Treatment of School Community

The School realizes that a major source of conflict in many schools is the problem of bias and unfair treatment of students and staff based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), reproductive health decision-making, family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status, use of cannabis off the job and away from the workplace or any other consideration made unlawful by federal, state, or local laws. The School strives to convey the attitude that all children can achieve academically and behave appropriately, while at the same time appreciating individual differences. The School endeavors to communicate to students, staff and the greater community that all individuals are valued and respected. Staff experiencing discrimination or harassment are encouraged to contact human resources or refer to the employee handbook “Section I: Nondiscrimination Policies” for more information. (Click active links for current copies of the 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy, 4060 Prohibiting Unlawful Harassment, Discrimination, and Retaliation Policy, and 5070 Transgender and Gender Nonconforming Student Nondiscrimination Policy)

Section 2: Emergency Preparedness

The School is a flex based, non-classroom, independent study Charter School where students learn in a variety of settings. Typically students are in the primary care of their educational rights holders for their schooling. There are a few instances when the school facilitates events such as meetups and school-sponsored gatherings when it is important to have a clear

emergency preparedness plan and adhere to any requirements related to a facility in conjunction with law enforcement and the fire marshal.

The School's procedures for evacuation and emergency preparedness are outlined in the following section for the school office, staff meetings, meetups, and other school events. The roles of the responsible parties, the training necessary to perform those responsibilities, necessary resources, and emergency response actions, if applicable, are defined for each site where school operations are conducted.

Further, it is important to clearly define the responsibilities of the School and educational rights holder, as well as the School's dismissal procedures, in the event of an emergency or disaster.

School Responsibilities

The School will abide by the vendor/site emergency plans, if applicable based upon the location of the event. Beyond that, the School will consistently maintain the following:

- Train appropriate staff to respond to emergencies
- Staff emergency information in UKG
- Student emergency information
- Employee safety training assignments, as appropriate
- First aid kits for all school events, the meetup coordinators, and the school office
- Establish and maintain online security safety measures
- Establish a form of school safety notifications

Staff Responsibilities

Staff will abide by the School and vendor/site emergency plans, if applicable based upon the location of the event. Beyond that, the staff will meet the following expectations:

- Complete assigned trainings
- Comply with all school safety protocol
- Keep staff emergency information in UKG current
- Keep first aid kit in possession during all school events and meetings
- Maintain safety applications on smart phone/iPad

Educational Rights Holder Responsibilities

Educational rights holders of students will be required to complete when applicable:

- Annual CAASPP Site Security form - ER Card
- Permission slips

Educational rights holders are responsible for ensuring that student information and emergency contacts are current on all forms at all times. The information in the student information system and/or event form will be used to release students in the event of a declared emergency.

Response Team Plan - Emergency Response and Communication

The School is committed to its emergency strategy and for school events will determine an effective method to communicate with staff during urgent matters. The School will send applicable staff real-time updates and notifications during emergencies, anything vital to the safety of students and staff. All notifications are sent by authorized system administrators.

Instructional Continuity Plan (ICP) for MY Academy

In accordance with Senate Bill 153 (SB 153) and California Education Code (EC) Section 32282, MY Academy has developed an Instructional Continuity Plan (ICP) to ensure students continue to receive education during emergencies or natural disasters. As an independent study and primarily virtual learning provider, our model allows for a more seamless transition during disruptions; however, this plan outlines necessary protocols to address potential challenges.

1. Communication Protocol
   MY Academy will engage with students and families as soon as practicable, but no later than five calendar days following an emergency. Our communication strategy includes:
   - Two-way communication via text message, phone calls, email, school website, and/or social media.
   - Identification and support for students' social-emotional, mental health, and academic needs.
   - Contingency plans for alternative communication methods in case of infrastructure damage.

2. Access to Instruction
   For students who receive direct instruction from the School, services will resume as soon as practicable, but no later than ten instructional days following an emergency. Since MY Academy operates as an independent study and primarily virtual learning provider, instruction will primarily continue through our established online platforms. Plans include:

- Ensuring continuity of remote instruction through our existing Independent Study Policy, aligning with EC sections 51747 and 51749.5. (See the following link for a current copy of the 6010 Independent Study Policy)
- Offering printed materials or other offline learning resources for students who have lost internet access.

3. Technology and Resource Accessibility
   MY Academy will ensure that students have equitable access to educational resources, including:
   - Ensuring students have access to Wifi.
   - Ensuring applicable instructional materials, including digital learning resources, are available.

4. Support Services for Students
   Recognizing the importance of student well-being, MY Academy will:
   - Continue offering virtual counseling services and social-emotional learning (SEL) support.
   - Maintain special education services and accommodations through remote support.
   - Provide resources for displaced or at-promise students, including those experiencing unsheltered living situations or in foster care.

5. Review and Compliance
   This ICP will be reviewed annually and updated as needed. MY Academy will comply with SB 153 requirements, including:
   - Maintaining a governing board-approved Comprehensive School Safety Plan (CSSP) that includes the ICP.
   - Ensuring compliance verification during annual audits beginning in 2025-26.

MY Academy is committed to minimizing instructional disruptions and supporting students and families during emergencies. Our virtual learning model provides a foundation for instructional continuity, with contingency measures in place to address unforeseen challenges.

Ingress and Egress Procedures

General Principles

When possible, the School will develop a plan and take any possible measures to ensure the safe arrival and departure of students, educational rights holders, and staff. Information related to ingress and egress procedures during state assessments, school functions, and field trips will be

provided to students, families and staff in advance.

Meetups & Events

For all meetups and events, the School will email all attendees before the trip with any pertinent information regarding parking and directions.

Student Dismissal in the Event of an Emergency

In the event of a declared emergency, as per the site, all students will be required to remain onsite or at an alternate safe site under the supervision of the Director, Director's designee or other School staff assigned by the Director or designee. Students will not be permitted to leave until:

1. Regular dismissal time, and only if it is considered safe to do so.
2. Depending on the site, an authorized adult with a photo ID, whose name appears on the CAASPP Site Security form or permission slip, arrives to pick up the student.
3. In the event of an earthquake or another disaster that prevents educational rights holder and other designated adults from picking up students, students will remain with School staff.

Staff Dismissal in the Event of an Emergency

In the event of a declared emergency with students present, all School employees will remain on-site and carry out their assignments until officially dismissed by the Director or Director's designee, or relieved by law enforcement and/or fire personnel.

Types of Emergencies & Procedures

Fire

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

In case of fire, the individual who discovers the fire shall assume the following responsibilities (if the

individual who discovers the fire is a minor, they will report to a supervising adult):

- Call the Fire Department by dialing 911 and pulling the nearest fire alarm, if applicable
- Notify the designated staff member responsible at the site to alert applicable staff
- If police or paramedics are needed, tell the 911 operator
- If there isn't an alarm, be sure to notify people in the surrounding area
- Clear staff and students, as applicable, from the immediate area
- If there are fire extinguishers and individuals are trained to use them, put out small fires immediately. Do not jeopardize safety to fight it.
- Close, but do not lock all doors leading to the fire areas to contain the fire
- Have staff and students exit the building; check restrooms, etc.
- Assist disabled or injured employees and students while exiting

Staff shall follow these safety guidelines:

- If students are present, lead students to the designated evacuation area away from fire lanes
- Do not panic; listen for instructions and help keep students and staff calm
- Exit quietly and quickly
- Feel the face of the door and the door knob for heat by using the back of your hand
- Do not open hot doors
- Do not break windows
- If an exit in an area cannot be accessed, stuff a jacket or coat under the door and cover air vents to prevent the entry of smoke
- STAY LOW TO THE FLOOR
- Do NOT use elevators unless authorized to do so by the police or fire personnel. Elevators could fail during an emergency.
- Do not assist fire-fighting personnel unless asked to do so
- Do not attempt to salvage items or retrieve purses, coats, or other personal belongings
- If applicable, remain with students until given alternative instructions

Storm & Flooding

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

Winter rains can cause floods, landslides, uprooted trees, and downed or broken utility lines in almost any neighborhood.

During the Storm:

- If water has entered the premises, staff and students will be instructed to not walk through it – it may contain hazardous materials
- If asked to leave the property, staff and students will leave items and evacuate as instructed
- Do NOT use elevators unless authorized to do so by the police or fire personnel. Elevators could fail during an emergency.
- Downed power lines and broken gas lines will be avoided
- The School will notify applicable staff of all processes as appropriate

Earthquake

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

Earthquake Procedure

In a major quake, gentle shaking may be experienced at first and then more violent shaking within a few seconds. Staff and students may find it difficult to maintain their balance or may even be knocked off their feet. Or, individuals may be shaken by a sudden and violent jolt. It may be difficult or impossible to move from one room to the next. Within seconds, the shaking will stop.

Don't Panic:

- Remaining calm and reassuring will keep students or staff calm
- Acting decisively and taking action will set the tone for others

If indoors when shaking starts:

- "DROP, COVER AND HOLD ON." If not near a strong table or desk, staff and students are to drop to the floor against an interior wall and cover their head and neck with their arms or stand in a doorway
- If an individual uses a wheelchair, they are to lock the wheels and cover their head
- Stay away from windows, bookcases, cabinets, outside walls and other heavy objects until the shaking stops

- Do not try to run out of the structure during strong shaking
- Stay away from buildings. Glass from tall buildings does not always fall straight down; it can catch a wind current and travel great distances.
- Do NOT use elevators unless authorized to do so by the police or fire personnel. Elevators could fail during an emergency.
- Don't be surprised if the electricity goes out or the fire alarms sound.

If outdoors when shaking starts:

- Move to a clear area if it can be reached safely. Avoid power lines, buildings and trees.

The Shaking Has Stopped. Now What?

Immediately after the quake, the greatest danger is from falling objects, followed by fire.

- Make sure students and staff are safe and not injured
- Remain calm
- Check for others that may be trapped or injured; administer first aid, if necessary. Do not move seriously injured persons unless they are in immediate danger.
- Check around for dangerous conditions, such as fires or possible fire hazards, downed power lines and structure damage
- If there are fire extinguishers and individuals are trained to use them, put out small fires immediately
- If danger is suspected, evacuate
- Don't use the elevator. Use the stairs.
- If at a school event, calmly walk students to the evacuation meeting site, bringing student list
- Take attendance to verify ALL students and staff that were in the room are accounted for in the line
- Note anyone who is missing
- Staff will wait for instructions
- Assemble emergency supplies, water, food, and first aid supplies
- Telephone for emergencies only
- Be prepared for aftershocks; they are usually not as strong as the initial earthquakes
- Cooperate with public safety officials
- If staff and students are released back to the building, return and verify student and staff attendance to ensure all are present

If trapped in debris:

- Move as little as possible so as not to kick up dust. Cover the nose and mouth with a

handkerchief or clothing.
- Tap on a pipe or wall so that rescuers can hear where you are. Shout only as a last resort.

Preparation Before the Shaking Starts:
- Become familiar with evacuation routes and share information with staff
- Plan alternate routes of evacuation
- Plan for disabled employees and students
- Inform staff in the event of an emergency/disaster they may not be able to leave the premises for 72 hours, or per local public safety officials
- First aid materials will be provided

Threats of Violence

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

All threats or perceived threats of violence against any person or property are considered serious. Staff who are alerted to or observe any threat or perceived threat shall immediately report the threat or perceived threat to law enforcement. The School will support the local law enforcement in the immediate investigation and threat assessment, as needed. The very act of a threat shall be cause for discipline against a student or staff member and immediate removal of a visitor.

Violent Intruder/Active Aggressor

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

In general, how one responds to an active aggressor will be dictated by the specific circumstances of the encounter, bearing in mind there could be more than one aggressor involved in the same situation.

If near an area where an aggressor is identified, take whatever actions necessary to protect oneself.

Situational awareness is key; if the aggressor is in the area, get away from it. Use any means necessary to get out or away from the incident. If no gunfire is heard or an aggressor seen, initiate lockdown immediately.

Procedure

If an assault occurs on or near the school event, the first employee who observes the assault should immediately call 911 and notify the appropriate school personnel

- Dial 911 to alert police to the active aggressor's location
- If unable to speak, leave the line open and allow the 911 dispatcher to listen

Potential responses: In response to an active assailant~~shooter~~ event, there will be four potential courses of action: evacuate, lockdown, hiding, or self-defense. The following guidelines identify these courses of action.

1. Evacuate - If there is an accessible escape path, the first priority is to evacuate the premises following these recommendations:
    a. Have an escape route and plan in mind
    b. Evacuate regardless of whether others agree to follow
    c. Leave belongings behind
    d. Help others escape, if possible
    e. Prevent individuals from entering an area where the aggressor may be
    f. Keep hands visible
    g. Follow the instructions given by any law enforcement
    h. Do not attempt to move wounded people
    i. Call 911 when safe
        i. Provide the following to the 911 dispatcher:
            1. Description of the suspect
            2. Number and types of weapons
            3. Suspect's direction of travel
            4. Location and condition of victims
2. Lockdown – Move quickly to a safe place that is easily lockable. Stay in that location until law enforcement states that it is safe to exit the location
    a. Lock all entrances to the location
    b. Barricade all entrances with furniture, desks, or anything available (use caution and not restrict options for movement if possible)
    c. Close blinds and turn off the lights

d. Silence cell phones
e. Stay low to the ground and hide until the situation has ended
f. Work in groups and develop a plan in case the aggressor is able to make it into the area
g. Stay indoors until authorities state that it is safe or order an evacuation

3. Hide - If evacuation is not possible, find a place to hide where the aggressor is less likely to find oneself with these recommendations:
    a. Be inconspicuous
    b. Be out of the aggressor's view
    c. Provide physical protection if shots are fired (e.g. going into a bathroom and locking the door, staying as low to the floor as possible and remaining quiet and motionless)
    d. Do not trap oneself or restrict options for movement
    e. To prevent an aggressor from entering a hiding place:
        i. Lock the door
        ii. Blockade the door with heavy furniture (use caution and not restrict options for movement if possible)
    f. If the aggressor is nearby:
        i. Lock the door
        ii. Silence cell phones
        iii. Turn off any source of noise (e.g. radios, televisions, etc.)
        iv. Hide behind large items (e.g. cabinets, desks, etc.)
        v. Remain quiet and motionless
4. Self Defense - If it is not possible to evacuate or hide, then consider self-defense with these recommendations:
    a. Remain calm
    b. Take action against the aggressor *only* when it is believed that one's life is in imminent danger; attempt to disrupt and/or incapacitate the aggressor as follows:
        i. Act as aggressively as possible toward the aggressor
        ii. Throw items and improvise weapons
        iii. Yell
        iv. Commit oneself to defensive physical action

How To Respond when Law Enforcement Arrives

Law enforcement's purpose is to stop the active aggressor as soon as possible. Officers will proceed directly to the area in which the last shots were heard. It is important to keep in mind that every

emergency situation is approached differently by law enforcement and to use the information outlined below as a general guide.

- Officers usually arrive in teams of four (4)
- Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment
- Officers may be armed with rifles, shotguns, handguns
- Officers may use pepper spray or tear gas to control the situation
- Officers may shout commands, and may push individuals to the ground for their safety

How to react when law enforcement arrives:

- Remain calm, and follow officers' instructions
- Put down any items in your hands (i.e., bags, jackets)
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers such as holding on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

Information to provide to law enforcement or 911 operator:

- Location of the active assailant~~shooter~~
- Number of assailant~~shooter~~s, if more than one
- Physical description of assailant~~shooter~~/s
- Number and type of weapons held by the assailant~~shooter~~/s
- Number of potential victims at the location

The first officers to arrive at the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

Terrorist Attacks & Bomb Threats

Terrorism may involve devastating acts using weapons of mass destruction. These weapons range from chemical agents, biological hazards, radiological or nuclear devices, and other explosives. The primary objective of a terrorist is to create widespread fear.

If there is a terrorist attack, staff and students will be instructed to:

- Stay calm
- Be vigilant--look out for secondary hazards such as falling debris or additional attacks
- Follow the instructions of emergency service personnel

If there is a bomb threat, staff will be instructed to:

- Ask the caller the following questions:
    1. *When is the bomb going to explode?*
    2. *Where is the bomb right now?*
    3. *What kind of bomb is it?*
    4. *What does the bomb look like?*
    5. *Why did you place the bomb?*
    6. *Where are you calling from?*
- Record the exact time and length of the call
- Write down the exact words of the caller
- Listen carefully to the caller's voice and background noise
- After hanging up, call 911 immediately from a hard-wired telephone – do not use cell phones to report a bomb threat

Hostage Situations

In any hostage situation, the primary concern must be the safety of staff and students. Individuals who take hostages are frequently disturbed and the key to dealing with them is to make every attempt to avoid antagonizing them. Communication and demeanor with a hostage taker must be handled by a trained professional in a non-threatening, non-joking manner, always remembering that it may take very little to cause an individual to become violent.

If in a hostage situation, staff will be instructed to:

- When safe, call 911. Identify the work site and give the exact location in the building of the incident. Stay on the phone until law enforcement arrives to assume control of the situation. Staff are to follow the direction of trained law enforcement.

- Not use words such as “hostage,” “captives,” or “negotiate”
- Stay calm
- NOT demonstrate heroics, challenges or confrontation
- Obey all commands
- If possible, initiate a work site lockdown to stabilize areas around the incident and make for an easier evacuation
- School personnel should cooperate with law enforcement
- Keep all radios, television sets, and computers turned off to minimize any possibility that the suspect(s) can hear or see “NEWS REPORTS.”
- Be calm and patient and wait for help. Keep in mind that the average hostage incident lasts approximately six (6) to eight (8) hours, and the average barricade incident lasts approximately three (3) hours. TIME IS ON YOUR SIDE.
- Anticipate a point of law enforcement entry, rescue and how suspects will be apprehended
- Although law enforcement are responsible for establishing rapport, the following is considered informational only if the effort to establish rapport with the suspect is absolutely necessary and appropriate.
    - Provide first name
    - Find out their first name and use first names, including those of other staff members involved in the situation
    - If first names are not known, refer to the hostages(s) as men, women, and children.

If the hostage location is other than the School office, staff will be instructed to:

- Immediately call 911. Identify the address and the situation, providing the exact location of the incident. STAY ON THE LINE UNTIL LAW ENFORCEMENT ARRIVES.
- While on the phone with the 911 dispatcher report the following if known:
    - Number of suspect(s)
    - Names(s) of suspect(s), if known
- Description of suspect(s):
    - Gender
    - Race
    - Weight (e.g. light; lean; heavy; obese) stay away from using pounds
    - Height (e.g. short; medium; tall) avoid using feet/inches
    - Hair
    - Eyes
    - Approximate age
    - Description of clothing

- Anything special or unusual, such as:
    - Scars
    - Tattoos
    - Burn marks
    - Birthmarks
    - Pierced body parts
    - Jewelry
- The exact location of the suspect (building, room) and include North, South, East or West in directions
- The approximate number of staff and/or students in the hostage area
- If weapons or explosive devices involved
- If any shots have been fired. *If yes, describe sound and number of shots fired.*
- Reports of any injuries or emergency medical needs (medication). *Describe the exact location and condition of the victim(s).*
- Any demands the suspect has made
- Any other background information, past problems with suspect, demeanor, possible motive, or vendettas against particular individuals
- Location of the situation:
    - If the hostage situation is on one side of the building, law enforcement will likely want to enter from the other side
    - Inform law enforcement exactly where the hostage situation is located and advise law enforcement what is considered to be the best “other side” entrance for a law enforcement response

While waiting for law enforcement, staff will be instructed to:

- If you can safely communicate by phone, implement lockdown procedures. For this situation, DO NOT set off any alarms as the bell may cause staff to panic and rush into a dangerous area.
- DO NOT EVACUATE until instructed or escorted by law enforcement.
- Complete reports as necessary

Once law enforcement or public safety officials arrive:

- Law enforcement or local public safety officials will need assistance in identifying witnesses. Gather witnesses in a secure location but do not let them talk with one another (to protect the investigation).

Adaptations for Individuals with Disabilities

Evacuation of people with disabilities will be given high priority in all emergencies. School personnel shall familiarize themselves with procedures in order to assist in planning for the evacuation of people with disabilities.

In all emergencies, after an evacuation has been ordered:

- If the situation is life-threatening, call 9-1-1
- Always ASK someone with a disability how you can help BEFORE attempting any rescue technique or giving assistance. Ask how they can best be assisted or moved, and whether there are any special considerations or items that need to come with the person.
- Evacuating a disabled or injured person by only one person with no assistance is a last resort.
- Check on people with special needs during an evacuation
- Do NOT use elevators, unless authorized to do so by the law enforcement or fire personnel. Elevators could fail during a fire, earthquake or flood.

Post-Incident Communication

Public Announcements

When law enforcement or a public safety agency has determined that the emergency situation is under control, a representative of the School will provide a public announcement that the emergency is over.

Notifications of Relatives

The School will designate a school representative to notify relatives of any injured employees in a timely fashion.

Medical Assistance

The School will designate representatives who will engage with emergency responders who provide medical assistance to injured employees, ensuring that all required medical benefits and insurance documentation is provided.

Police Investigation

After law enforcement or a public safety agency has secured the premises, the School will arrange to have designated representatives participate in the law enforcement investigation of the incident, including identifying witnesses and providing requested information and documents.

Pandemic Flu

A pandemic flu is a virulent human flu that causes a global outbreak, pandemic, or serious illness.Because there is little natural immunity, the disease can spread easily from person to person. The School will refer to the guidelines and resources from the Centers for Disease Control and Prevention (CDC) as well as the state and local public health departments in all counties served.

Based on guidance at the federal and state level, the School will work to reduce the spread of the pandemic flu by observing guidelines as applicable to the School setting. Some possible prevention strategies may include:

- Provide flu-prevention supplies to staff such as hand sanitizer with at least 60% alcohol, face masks and disinfectants as needed.
- Identify critical job functions and positions and plan for alternative coverage if needed. The School will develop a plan to support students and staff that need to stay home when sick, and will comply with all federal, state and local laws.
- Separate sick individuals from other staff and visitors if they become ill.
- Plan ways to comply with any social distancing requirements (eg. increasing the space between people to at least 6 feet, or as directed by the local health department).
- Develop a risk-assessment and risk-management process by conducting health screenings for flu-like symptoms during the pandemic.
- Plan ways to continue educating students if School functions and events are primarily virtual. If in-person events are canceled, identify actions needed. Identify the disadvantaged students and establish and implement plans to support their continued education.
- Identify strategies to continue essential student services
- Create and maintain consistent communication with the greater school community. Share plans with the board, staff, students, community providers and all education partners.
- Keep plans current and updated as needed.

Cal/OSHA

In the event that there is a serious illness, injury, exposure, or fatality or if one employee is hospitalized for treatment, Cal/OSHA must be notified. If there is a fatality, Cal/OSHA must be notified within eight (8) hours. In the event of a hospitalization of one of the employees for treatment, Cal/OSHA must be notified within twenty-four (24) hours.

In addition, if the fatality or injury is work-related, the School may have to record the incident within seven (7) calendar days.

To file a report with Cal/OSHA, a school representative will call the 24 hour hotline or contact the nearest OSHA office. https://www.dir.ca.gov/dosh/report-accident-or-injury.html

Local OSHA California State Plan Offices within the school's service area can be found at https://www.osha.gov/contactus/bystate/CA/areaoffice. Some local options would be:

San Diego Area Office

US Department of Labor - OSHA 550 West C Street, Suite 970
San Diego, CA 92101
(619) 557-5030

Media

The School will designate a representative who will respond to any media requests for information. Such representatives will carefully consider the nature of any such requests in order to avoid disclosing information about any person that is considered confidential and protected under Federal and state privacy and medical information laws and regulations and interfering with any ongoing police or internal investigation.

Public Agency Use of School Buildings for Emergency Shelters

No policy exists for the use of school buildings. However, in the event of an emergency shelter request made by a public agency, the School will cooperate with the request.

Learning Period Meeting (LPM)

The purpose of the learning period meeting is for the credentialed Learning Facilitator to meet with the student to provide educational support, assign work, document learning, and to complete other administrative tasks. These meetings occur in private homes and public locations, such as a library.

Typically, the educational rights holder is present for these meetings and is solely responsible for the safety of the student. In the rare occasion when a student is not accompanied by the educational rights holder, the Learning Facilitator or Education Advisor (EA) is required to meet in a public location for the safety of the student.

If, during an LPM, there is an incident that poses a safety threat to the student, the educational rights holder would be responsible to decide the appropriate course of action for their child. If the educational rights holder is not present, the Learning Facilitator/EA will take responsibility for the student's safety.

Responsibilities:

- In the event of a student injury when educational rights holder is not present:
  - Call 911 if student injury requires medical attention
  - If blood or other bodily fluids are present, follow the bloodborne pathogens procedures using the first aid kit provided by the school or at the site. Make sure to utilize proper precautions to prevent exposure by utilizing gloves prior to addressing the injured individual.
  - Contact educational rights holder and allow them to take responsibility once present, Learning Facilitator/EA may offer the use of their first aid kit to the educational rights holder in this event
  - Contact a school Director or the Human Resources department
- In the event of a fire:
  - Instruct students to *Stop, Drop* and *Roll* if their clothing catches on fire (never instruct a student to run when clothes are on fire) and use a blanket, jacket or other available material to extinguish the flames. Starting at the head of the victim, drag the blanket toward the feet, moving the flame away from the face
  - Contact a school Director or the Human Resources department
- In the event of a building fire:
  - Evacuate the building
  - Call 911
  - Follow the direction of local law enforcement and/or first responders at the scene
  - Contact a school Director or the Human Resources department
- Earthquake:
  - Instruct students to implement the *Drop, Cover* and *Hold* procedure:
    - *Drop* to the ground. For those students who are physically unable to drop to the ground, they should remain seated and cover their heads with their arms

and hands
    - *Cover* under or near desks, tables or chairs in a kneeling position with their backs to the windows
    - *Hold* onto table or chair legs
    - Remain in drop position until ground movement ends
- Contact a school Director or the Human Resources department

Protocol for Student Safety for One-on-One Assessments

The following guidelines and expectations are set to ensure school protocol is best communicated and the safety of students and staff are upheld during one-on-one assessments in which the educational rights holder may or may not be present.

Staff Responsibilities

Staff will be expected to:

- Have an awareness of the student's allergies to best prepare (eg. if the student has a peanut allergy, the staff member would refrain from eating/bringing anything containing peanuts)
- Have the educational rights holder's and emergency contact information available
- Know the site's evacuation routes and exits and the site's emergency procedure
- Know the location of the restrooms and have a plan for students' restroom breaks. The staff member will walk the student to the restroom and scan the restroom beforehand to ensure it is safe for the student to use. If the educational rights holder is planning to remain onsite, the staff member can contact the educational rights holder to accompany their child to the restroom. The staff member must stand outside the restroom, not accompany the student into the restroom.
- Develop a plan ahead of time that will ensure the student is never left alone including developing an arrangement with the educational rights holder, allowing time to take a break if needed
- Maintain test security at all times by keeping any school materials in their possession, even during breaks
- Clearly communicate the details of the meeting location, what to bring, and student behavior expectations
- Establish the possible ending time and the expectations of the educational rights holder to

be available to promptly pick up their child. Ask the educational rights holder to provide their child something to do while they're waiting for pick up (eg. a book to read, coloring pages, etc).

Educational Rights Holder Responsibilities

Educational rights holders will be expected to review all student behavior expectations with their student(s), follow the drop-off, break, and pick-up arrangements, provide the name and phone number of an emergency contact, and ensure the person picking up the student is communicated to the school employee.

Student Responsibilities

Students will be expected to follow drop-off and pick-up arrangements, stay with the MY Academy staff at all times, and follow behavior expectations.

Meetups

The School hosts meetups at various venues. Because these venues are public locations, the staff, students, and families in attendance will follow the protocol for emergency evacuations and safety as per the venue's guidelines. The majority of school meetups require educational rights holder participation and therefore all students should be in the care of an educational rights holder. The School establishes a ratio of students and chaperones at each school-sponsored event to ensure the safety of all participants as well as guidelines for field trips where students are dropped off by their educational rights holder(s) and overnight meetups. (See link for current copy of the 1020 Meet Up Policy). In an effort to promote the safety of those in attendance, the development of clear roles of responsibility, collection and organization of emergency student information, and maintenance of first aid kits is outlined as follows:

Events Manager (or designee)

- Serve as lead chaperones and ensure other chaperones follow all responsibilities as outlined in the field trip policy and in the bullets listed below
- Maintain a current list of all chaperones and students on site
- Carry first aid kit to all field trips
- Identify the method of communication between all chaperones in the event of unforeseen events
- Provide a pre-trip email to Learning Facilitator chaperones and educational rights holder chaperones containing information such as: venue safety procedure, health policies if

applicable, behavior expectations, hazards, itinerary, and other related information
- Send permission slips and waivers for students in attendance digitally before the start of the field trip, if applicable
- Digitally collect all permission slips and waivers for students in attendance at drop-off field trips before the start of the field trip
- Ask each family upon arrival if they have completed any applicable health screening that morning and are cleared to attend the field trip (eg. public health requirements), if applicable
- Contact the supervisor in charge in the event of an emergency
- Complete all necessary training
- Support the venue's direction and coordination of emergency response effort during an incident
- Inform educational rights holder of the supervisor's contact information for safety concerns that occur during the trip
- Complete Incident Report as needed for any medical concerns: minor cut, illness, allergic reaction, nose bleed, emotional upset, etc.

Learning Facilitator Chaperones
- Maintain current personal emergency contact information with the school in UKG
- Report safety concerns to the events manager immediately
- Support events manager as needed
- Support the venue's direction and coordination of emergency response effort during an incident
- Take students to events manager or designee for any medical concerns: minor cut, illness, allergic reaction, nosebleeds, emotional upset, etc.

Additional Protocols for Drop Off and Overnight Meet Ups

The following protocol was developed to ensure student safety at field trips in which educational rights holders are not in attendance during the time of the school-sponsored event. These types of trips have been labeled as "Drop Off or Overnight Meet Ups."

Educational Rights Holder

Prior to a drop off/overnight field trip, an email will be sent to each educational rights holder

(chaperones will be CCd on this email) outlining the expectations and procedures for drop off and pick up, details about the meeting location, where to park, a permission slip filled out ahead of time and student behavior expectations.

Educational rights holders will be expected to:

- Review all provided information and explain student behavior expectations to their student(s)
- Follow drop off and pick up procedures
- Complete a permission slip
- Ensure the person picking up the student is listed on the permission slip
- Provide any specific student needs as outlined in an IEP or a 504 plan following the school process for providing this information

Student

For each student, the following will be provided:

- Educational rights holder's name and number
- Emergency contact information-make sure person who is picking up is included

Student will be expected to:

- Follow drop off and pick up procedures
- Stay with the assigned chaperone/group
- Follow behavior expectations

Learning Facilitator Chaperone

The following will be provided to the chaperones by the Event Manager at the beginning of the trip:

- List of students in their group, including:
    - Educational rights holder's name and number (cell)
    - Any IEP/504 accommodations, allergies, behaviors
    - Name of student's assigned Learning Facilitator
    - Emergency contact - ensure pick up person is included
- The school and vendor's emergency evacuation procedures
- Lead chaperone and/or events manager cell phone number - ensure it is programmed into their cell phone
- Group text information in case of an emergency or evacuation
- Check-in and out procedures and their role in the process

Chaperone will be expected to:

- Arrive on time
- Wear MY Academy attire or ID with lanyard to be easily identifiable
- When an educational rights holder arrives, they will check the list and ensure all the student information and educational rights holder contact information is current
- Answer cell phones and texts--a texting group or tool will be used

Events Manager (or designee)

To prepare the following in advance:

- Communicate expectations, procedures, and what to bring for educational rights holders
- Communicate expectations, procedures, and what to bring for chaperones
    - Designate meeting spot with all chaperones in case of an emergency
- Confirm Learning Facilitator chaperones brought their school supplied first aid kit
- Start a texting group with all chaperones prior to the field trip or communication plan is in place
- Clearly communicate expectations to educational rights holders, students, and chaperones in advance
- Provide and collect all necessary information
- Obtain all information related to attending students' IEP or 504 plan from the Learning Facilitator of record and ensure proper support is provided to the student during the field trip.
- Serve as the school's emergency management response.
- Be available the day of the trip to answer questions and troubleshoot.

Planning an Overnight Meet Up

If planning an overnight drop off or non-drop off field trip, the following process must be followed:

1. A completed Overnight Meet Up Review Template is sent to the Assistant Superintendent of Education Services and Extended Learning Coordinator to review and approve.
2. Once approved, the Board Approval Document without signatures will be sent to the Extended Learning Coordinator with a list of names/titles of people who need to sign. The Extended Learning Coordinator will collect required signatures. Once forms are signed, the Extended Learning Coordinator will send a PDF to the Assistant Superintendent of Education Services.

Staff Meetings

In-person staff meetings are conducted at a facility rented by the School and in the MY Academy offices. Because most venues used are public locations, the staff and any additional participants in attendance will follow the protocol for emergency evacuations and safety as per the venue's guidelines. Established emergency evacuation procedures will be followed for all events held in the MY Academy offices.

In an effort to promote the safety of the staff, the development of clear roles of responsibility, collection and organization of emergency staff information, and maintenance of first aid kits are outlined as follows:

Director or Director's Designee

- Maintain a current list of all employees in attendance
- Responsible for supporting the venue or School's direction and coordination of emergency response effort during an incident
- Obtain Site Emergency Plans, if possible
- Obtain Site Emergency Evacuation Map, if possible
- Establish pre-designated evacuation area and exits and clearly mark on site map
- Bring a first aid kit
- Serve as the school's emergency management response

Required Training and Resources:

- Complete SafeSchools training or similar trainings as assigned
- Upon hire, staff will be required to download the following emergency apps to their phone/iPad:
    - Red Cross First Aid
    - Red Cross Earthquake
- First Aid kit, provided by the School

Staff

- Maintain current personal emergency contact information with the School in UKG
- Report safety concerns to the Director immediately
- Follow the emergency plans as directed by the venue or School
- Download, when possible, emergency apps to phone/iPad:
    - Red Cross First Aid

    - Red Cross Earthquake
- Support Director as needed

School Office

The school office is located in a rented facility that has an emergency plan (Appendix B: Facility Sites Utilized by MY Academy - Contact Information). Based on a site map, the School developed emergency evacuation plans. The staff and any additional individuals in attendance will follow the protocol for emergency evacuations and safety as per the following guidelines. In an effort to promote the safety of the staff, the development of clear roles of responsibility, collection of emergency staff information, and maintenance of first aid kits are outlined as follows:

Office Specialist (or Designee*)

- Access to current staff emergency contact information in UKG
- Develop site emergency plans and protocol as well as communicate plans to staff
- Clearly post a site map indicating various evacuation routes and exits within the facility, fire extinguishers, location of the site alarm, and predesignated refuge or safe areas outside
- Ensure the school offices are equipped with the necessary emergency tools (rolling ladders, first aid kits and materials, flashlights, window breakers, etc.)
- Provide staff on-site safety training as needed
- Serve as the school's emergency management response
- Ensure the office temperature control remains within a temperature range recommended by the Occupational Safety and Health Act (OSHA) when staff or students are present. Collaborate with supervisor to relocate staff to a different office space or allow for remote work when this is not possible
- Coordinates a plan with office staff to avoid instances, if feasible, where a staff member is working alone in any office space or storage room. Exceptions to this policy may be granted, contingent upon approval from human resources

**Employees serving as key carriers at the office will also serve as the office specialist's designee in the event of an emergency*

All Additional Office Staff

- Maintain a current personal emergency contact with the school in UKG
- Responsible for following the emergency and safety plans during an incident

Emergency Procedures

In the event that the emergency occurs, all employees are to evacuate the building by following the procedures below.

1. In the event of an emergency, all employees should immediately stop whatever they are doing and quickly and safely exit the building.
2. It is the responsibility of the office specialist or designee to be present at the time of the emergency to see that all employees leave the building promptly and safely.
3. All employees should exit the building by way of the nearest exit or stairwell to the outside.
    a. If the nearest stairwell is blocked by smoke, use the other stairwell. DO NOT USE THE ELEVATOR.
    b. The School will make every attempt to create prior arrangements with staff and individuals with disabilities as needed to assist them in the event of an evacuation.
    c. If the nearest doorway or exit is blocked, and if the emergency calls for immediate evacuation, utilize the window breaker to clear a safe path to the outside.
4. Follow the exit plans. Staff who exit the building first must position themselves far enough away from the building to enable everyone to stand clear of emergency vehicles. The street must be kept clear at all times, so as not to hamper the movement of emergency vehicles into the area.
5. If possible, before leaving the building, the office specialist or designee will call the fire department and leave all doors unlocked to allow the fire department easy access.
6. Once outside the building, the office specialist or designee will:
    a. Confirm that the fire department has been called (911)
    b. Congregate all employees in the parking lot and confirm that all employees and visitors are out of the building.
    c. Designate someone to meet the fire department at the front entrance to provide additional information if necessary.
7. If staff members trained in CPR and rescue breathing are present, they should survey the individuals outside to determine if anyone is in need of first aid. Appropriate aid should then be given.
8. Once outside, do not re-enter until the building is declared safe by the fire department and you are informed to do so by the designee.

School Storage

The school warehouse is located in a rented facility that has an emergency plan listed in Appendix A.

Section 3: Human Resources

Human Resources is responsible for providing staff training and ensuring compliance. Additional SafeSchools training courses are available to be assigned to designated employees depending upon their level of responsibility for upholding the school safety plan and requirements per the law.

First Aid Supplies & Annual Safety Training

First Aid kits are available at the school office, at each site or school event where students and staff are required to gather (i.e. field trips and school-sponsored events), and provided to all staff. The first aid kit contains medical supplies needed in case of minor accidents. An employee is to report to Human Resources if any kit needs more supplies.

Fire extinguishers are accessible at the school office. Fire extinguishers are inspected annually and serviced as required by an outside company.

All staff are instructed to notify a member of the leadership team, the Superintendent of Schools, or Human Resources immediately if there is a work-related or student-related accident or injury.

Staff Safety Training

In addition to the review of the School safety plan, MY Academy staff will be assigned trainings in accordance with applicable state regulations and laws as well as trainings that support the School's effort to increase staff preparedness in the event of an emergency.

In addition to trainings required per the state, staff will be assigned depending upon the employee's role and responsibility at the School.

Bloodborne Pathogens (BBP)

This section pertains to spills and cleanup of blood or other body fluids. It is not a first

aid/emergency response procedure.

Treatment of Students and Staff

Applicable staff will be required to complete a BBP course and will be equipped with a first aid kit. Staff will be instructed to prevent exposure to themselves by utilizing the kits if they must treat another individual. Staff should follow the protocol of the site where the cleanup is needed (school event, field trip, etc.). If cleanup is needed during a Learning Period Meeting, the Learning Facilitator can provide the first aid kit to the educational rights holder for their use. Staff are encouraged to contact human resources when an event requiring the use of their first aid kit is needed for the purposes of treating a serious injury so that the School is aware and first aid kits can be replaced as necessary.

Procedure

1. In the event of a serious injury resulting in the release of blood or other body fluids which could contain pathogens (e.g., HIV or HBV), the first step is to treat the injured party. All personnel will have completed the SafeSchools Bloodborne Pathogens course in order to prevent exposure. Depending upon the severity of the injury, staff are to call 911 and follow the directives given by the emergency response team.
2. Spilled body fluids should not be cleaned up without the appropriate protective equipment and materials specifically designated for such fluids. In the case where spilled body fluids need clean-up, this procedure must be followed if the tools to safely clean-up are available:
    a. If there is a need for a clean up in a public location, school personnel should first inquire if the site has designated an individual responsible.
    b. If there is not a responsible individual at a public location, advise the most senior school employee on duty. They should be aware of the situation, determine if clean up is needed, and designate an individual(s) to clean-up
    c. Clean up the spilled fluids as follows:
        i. Put on protective gloves.
        ii. Spread the absorbent material on the spilled body fluids, (e.g., paper towels) or use the Bloodborne Pathogens Spill kit if available.
        iii. Neutralize the potential pathogens with a 10% bleach-with-water solution or use the solution provided in the Emergency First Responder pack. Cover the spill for 15 minutes.
        iv. Use paper towels to pick up material as best possible. Place all potentially contaminated materials in a leak-proof biohazard plastic bag.
        v. Sweep/mop-up any additional neutralized/absorbed fluids and place in the

leak-proof bag.

vi. Clean sweep/mop materials with hot, soapy water. Lastly, remove gloves from inside-out and place in the bag.

vii. Close the biohazard bag prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping. Contact human resources for more information as the regulations may vary per county.

viii. Wash hands thoroughly in hot, soapy water.

3. After all activity is completed, an Incident Report is to be completed as necessary and submitted to the Director and Human Resources.

Live Scan and Background Checks

The School will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][f], which states that "each employee of the school furnishes the school with a criminal record summary."

Livescan fingerprinting will be required of all job applicants, employees, community providers, and volunteers. Proof of live scan fingerprinting is a requirement of employment and the results must be provided to the School prior to the first day of work. Exceptions to the fingerprinting timeline may be granted by the Superintendent of Schools, when appropriate.

Background checks may also be required of employees whose job duties involve handling of money, valuables or confidential information, or as otherwise deemed prudent by the School. These background checks are performed through a fingerprinting service coordinated by an approved school vendor in conjunction with the California Department of Justice (DOJ), and if applicable the Federal Bureau of Investigation (FBI). If a background check is determined, the individual will be provided a release form from Human Resources which will disclose the reports that will be collected, request the release of liability, and authorize the School to conduct a background check. (See link for current copy of the 4020 Background Check Policy)

Any and all information obtained by the School may be taken into consideration in evaluating one's suitability to serve the School. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not be offered employment and/or may be subject to termination in accordance with applicable law.

The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

Individuals with adverse background information such as certain specific criminal convictions related to the responsibilities of the position of said person's service provided to the School or as defined by Ed Code Sections 45122.1, 45123, and 45124 may be ineligible for employment or service with the School.

The information obtained through background checks is confidential and will be shared only with individuals with an essential business need to know. Records of the live scan and/or background check will be maintained in Human Resources separately from the employee personnel files.

Background Checks May Include:

I. Professional Reference Checking: The post-offer background checks conducted under this policy does not replace the professional reference checking expected to be completed by the Human Resources department. All professional reference calls will be placed to individuals listed as references by the applicant and in places of employment listed on the application.
II. Educational/Credential Verification: The Human Resources department confirms the applicant's claimed educational institution, including the years attended and the degree/diploma/credential received through review of transcripts and referencing the Commission on Learning Facilitator Credentialing database. Human Resources may require official transcripts be provided after hire.
III. Criminal History: Includes review of criminal convictions and probation provided through a Department of Justice live scan screening.
IV. Credit History: Confirms candidate's credit history, if applicable. This search will be run for positions that involve management of the School's funds and/or cash or credit cards.

Live Scan and Background Checks and Discrimination

Information discovered through the background check process will be used solely for the purpose of evaluating a candidate's suitability for employment or service to the School, and will not be used to discriminate against a candidate on the basis on actual or perceived race (including traits historically associated with race, including but not limited to hair texture and protective hairstyles such as braids, locks, or twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion, (all aspects of religious beliefs, observance or practice, including

religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer and genetic characteristics), reproductive health decision-making, family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status, use of cannabis off the job and away from the workplace or any other consideration made unlawful by federal, state or local laws.

Current Employees Duty to Report Convictions/Pleas

Employees have an ongoing responsibility during their employment to make the School aware of any felony or misdemeanor convictions or pleas which are acknowledgements of responsibility. Any convictions or pleas should be reported to the Human Resources department.

The School may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, the School will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with the School's lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

Adverse Action Due to Background Check Results for Prospective Employees

If adverse action is probable based in whole or in part on the results of a background check covered by the Fair Credit Reporting Act (FCRA), the individual will receive a copy of the background check report, a pre-adverse action notice, and a document summarizing the candidate's rights under the FCRA. If the offense is not related to a sex, drug or violent conviction, individuals will be permitted to provide responsive information regarding their criminal history, including evidence that they did not commit the offense (in the case of a misidentification), evidence of rehabilitation or character, the length of time since the last criminal conviction, and other extenuating circumstances. The individual will be given five (5) business days to provide this information so as not to halt the recruitment

process for the position. Extensions or exceptions may be provided to the finalist at the sole discretion of the Assistant Superintendent of Human Resources or designee.

If adverse action is taken against the finalist in whole or in part based upon the results of a background check, the individual will receive an Adverse Action Notice indicating that the offer will be rescinded. The individual will also receive a document summarizing the individual's rights under the FCRA.

The following actions outlined in this section are not extended to school community providers. These requirements are only carried out when employment is being considered.

Dress Code

As per Education Code 35183, it is believed that school dress significantly influences pupil behavior. Even though the School does not adopt a schoolwide uniform for students, the School expects apparel worn at school events and meetings to be safe and not to cause undue attention or be reasonably offensive to others. Clothing worn should not be reasonably determined as a threat to the health, safety and educational focus of the school environment. Educational rights holders are asked to monitor the students in their care and counsel them on appropriate choices. Students that violate the School's dress code, may be required to meet with a school administrator and possibly face consequences.

The following are examples of prohibited clothing:

- Printing, logos and/or graphics depicting drugs, alcoholic beverages, tobacco, or messages that are sexually suggestive or disrespectful;
- Clothing with graphics of weapons;
- Clothing or accessories that are indicators of gang involvement or emulation;
- Overly baggy or tight clothing so as to be revealing, or any clothing that exposes the individual inappropriately or can pose a danger to the individual.

The employee handbook outlines the minimum standards of dress, grooming, and hygiene to which all employees and temporary staff are required to adhere.

Requests for an exception to the dress code policy for religious beliefs or practices must be addressed with the Superintendent of Schools or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Uniform Complaint Procedures

It is the policy of the School to comply with applicable federal and state laws and regulations related to uniform complaint procedures ("UCP"). The School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to board policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.
(See https://www.myacademy.org/resources-library/mya-1025-ucp-policy-and-complaint-form/)

Internal Complaint Policy

The purpose of the Internal Complaint Policy is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Assistant Superintendent of Human Resources, the Superintendent of Schools, or Board of Directors to express their work-related concerns. Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's Prohibiting Unlawful Harassment, Discrimination, and Retaliation policy. (See link for current copy of the 4055 Internal Complaint Policy and 4060 Prohibiting Unlawful Harassment, Discrimination, and Retaliation Policy)

Section 4: Policies and Regulations Related to Student and Staff Safety

Mandated Reporter

The School is dedicated to providing a safe space for students and to promoting student safety in and out of school. The School will apply and enforce the legal requirements in California for child abuse and neglect reporting. All employees of the School are considered child care custodians (mandated reporters) under California Penal Code Section 11166 and will comply with its provisions. (See link for current copy of the 4035 Mandated Reporter - Child Abuse and Neglect Reporting Policy)

Definitions

1. "Child Abuse" includes the following:
    - A physical injury inflicted by other than accidental means on a child by another person
    - Sexual abuse of a child
    - Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody
    - Unlawful corporal punishment or injury resulting in a traumatic condition
    - Neglect of a child or abuse in out-of-home care
2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors," and "employees of a child protective agency." Mandated reporters include virtually all school employees. The following school personnel are required to report:
    - Learning Facilitators, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, school psychologists, licensed nurses, counselors, and those classified pupil personnel employees or other classified employees trained in child abuse reporting
3. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation
4. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the director, or the director's designee as soon as possible after the initial verbal report by telephone.

Duty to Report

In conformance with the requirements of the Penal Code 11165.7, any school employee who has knowledge of or observes a child in their professional capacity or within the scope of their employment, whom they know or reasonably suspects has been a victim of child abuse, shall report the known or suspected instance of child abuse to the Sheriff and/or child protective agency immediately or as soon as practically possible by telephone, and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The mandated reporting duties are required of the individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

For the purposes of this reporting procedure and the Penal Code 11166.1, “reasonable suspicion” means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like situation, drawing when appropriate on their training and experience, to suspect child abuse.

Notified administrators shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and school regulations. At the mandated reporter's request, a supervisor may support them in completing and filing of these forms. However, it is the mandated reporter’s responsibility to report.

If the mandated reporter does not disclose their identity to a supervisor, they shall provide or mail a copy of the written report to the school without their signature or name.

Legal Responsibility and Liability

1. According to P.C. 11166 [c], if a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to $1,000, or both. If the mandated reporter intentionally conceals their failure to report an incident known by the mandated reporter to be abuse or severe neglect, the failure to report is a continuing offense until a county designated agency to receive mandated reports specified in P.C. 11165.9 discovers the offense.
2. Any supervisor or administrator who violated P.C. 11166 [1], that prohibits impeding others from making a report, shall be punished by not more than 6 months in county jail or by a fine of not more than $1,000, or both.
3. Any mandated reporter who willfully fails to report abuse or neglect, or any person who impedes or inhibits a report of abuse or neglect, where the abuse or neglect results in death or great bodily injury, shall be punished by not more than 1 year in county jail or by a fine of not more than $5,000, or both (P.C. 11166.01 [b]).
4. No mandated reporter shall be civilly or criminally liable for any report required or authorized unless it can be proven that a false report was made and the person knew that the report was false or was made with reckless disregard of the truth or falsity of the report. Any person who makes a report of child abuse or neglect known to be false or with reckless disregard of the truth or falsity of the report is liable for any damage caused (P.C. 11172 [a]).
5. When two or more persons who are required to report have joint knowledge of a suspected

instance of child abuse, and when they do agree, the telephone report may be made by either of them, and a single report made and signed by that person. However, if any person who knows or should know that the designated person failed to make the report, that person then has a duty to do so.

Child Protective Services Hotlines

1. Imperial County: 760-337-7750
2. Orange County: 714-940-1000 -or- 800-207-4464
3. Riverside County: 800-442-4918 (within Riverside County) -or- 800-422-4453 (outside Riverside County)
4. San Diego County: 858-560-2191 -or- 800-344-6000

Sheriff's Offices Contact Information:

1. Imperial County
    - Phone: 442-265-2021
    - Website: http://www.icso.org
2. Orange County
    - Phone: 714-647-7000 or 949-770-6011
    - Website: http://www.ocsd.org
3. Riverside County
    - Phone: 800-950-2444
    - Website: http://www.riversidesheriff.org
4. San Diego County
    - Phone: 858-868-3200
    - Website: http://www.sdsheriff.net

Within 36 hours, a written report must be sent, faxed or submitted electronically. The written report should be completed on state form 8572, which can be downloaded at oag.ca.gov. (Appendix C: Child Abuse Report Form)

Child Abuse Training Requirement

- Per AB 1432, all school employees must annually complete the Mandated Reporter training course within the first six weeks of school or by the sixth week of employment.
- The School will offer a course that is fully compliant with California Assembly Bill 1432 through SafeSchools or a similar system, the school's online training and tracking system

designed specifically for education agency employees.

- The SafeSchools learning management system or a similar system will generate the required reports for proof of completion. Employees should retain a copy of the training certificate for their records.

Sexual Harassment

The School prohibits sexual harassment of school employees and job applicants. The School also prohibits retaliatory behavior or action against employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation. (See link for current copy of the 4060 Unlawful Harassment Discrimination Retaliation Policy and Complaint Form)

The School shall take all actions necessary to ensure the prevention, investigation and correction of sexual harassment, including but not limited to:

1. Per AB 1825 and CA Govt. Code Sec. 12950.1, the School will provide supervisory employees within 6 months of their assumption of a supervisory position 2 hours of interactive sexual harassment training and education and at least one hour of training regarding sexual harassment to all nonsupervisory employees with 6 months from date of hire. Employees will be required to complete sexual harassment training every 2 years thereafter.
2. Publicizing and disseminating all board policies related to harassment to staff and school community.
3. Ensuring prompt, thorough and fair investigation of complaints.
4. Taking timely and appropriate corrective/remedial actions. This may require interim separation of the complainant and the alleged harasser, and subsequent monitoring of developments.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or take other subsequent necessary action. Any school employee or job applicant who feels that they have been sexually harassed, or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to Human Resources, their supervisor, the director, or the director's designee. An employee may bypass their supervisor in filing a complaint where the supervisor is the subject of the complaint.

An employee who receives a harassment complaint shall promptly notify Human Resources. Complaints of sexual harassment shall be filed.

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

(See links for current copies of these policies: 4060 Unlawful Harassment Discrimination Retaliation Policy and Complaint Form, 1025 Uniform Complaint Policy, and 5015 Title IX Harassment Intimidation Discrimination and Bullying Policy)

Opioid and Fentanyl Use and Overdose Prevention Procedures

The purpose of this section is to protect the health and well-being of all of our students by having procedures in place to prevent and respond to the use and overdose of opioids and fentanyl.

MY Academy will use the following prevention strategies:

- Distribute safety advice to families regarding drug use and overdose prevention.
- Regularly assess the school climate and address gaps as needed.
- Providing training to staff who facilitate field trips, school events, and other student in-person events.

Responding to Possible Overdose

STEP 1: EVALUATE FOR SIGNS OF OPIOID OVERDOSE

Signs of overdose, which often results in death if not treated, include:

- Unconsciousness or inability to awaken.
- Slow or shallow breathing or breathing difficulty such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened.
- Fingernails or lips turning blue/purple.

If an opioid overdose is suspected, stimulate the person:

- Call the person's name.
- If the person does not respond, call 911.

STEP 2: CALL 911 FOR HELP

An opioid overdose needs immediate medical attention. An essential step is to get someone with medical expertise to see the person as soon as possible. If no emergency medical services (EMS) or other trained personnel are on the scene, call 911 immediately. All you have to say is "Someone is unresponsive and not breathing." Be sure to give a specific address and/or description of your location. After calling 911, follow the dispatcher's instructions.

DO'S AND DON'TS WHEN RESPONDING TO OPIOID OVERDOSE

- DO follow the instructions of the 911 dispatcher.
- DO stay with the person and keep the person warm.
- DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person, the person may be unconscious.
- DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into the lungs can cause a fatal injury.

Self-Harm/Suicide Policy and Procedures

The school is committed to safeguarding the health and well-being of all students by implementing comprehensive procedures aimed at preventing, assessing, intervening in, and responding to youth suicidal behavior. In accordance with Education Code Section 215, the school will adopt and maintain a student suicide prevention policy, ensuring it reflects any updates to relevant legislation. This policy will encompass best practices for prevention, intervention, and postvention, address the specific needs of high-risk groups, outline suicide awareness and prevention training for staff, and ensure that all school employees act within the scope of their credentials and professional authorization. (See link for a current copy of the 5020 Suicide Prevention Policy).

Expectations of Conduct

The School is committed to protecting its students and staff from the hazards of school and workplace violence, including both physical and verbal threats.

The School recognizes its responsibility to make and enforce all rules and regulations governing employee and student behavior to ensure a safe, learning-conducive environment. The expectation of the Board is for all staff to conduct themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to adhere to appropriate boundaries between staff and students. (For examples of the School's expectations of student, educational rights holder, and employee conduct, see links for current copy of the 4045 Professional Boundaries Policy and 1010 Civility Policy.

The School has a zero tolerance policy toward threats or acts of violence and will take appropriate disciplinary action against students, educational rights holders and employees who engage in such conduct. It is important that all students, educational rights holders and staff understand the conduct expected at the School in order to ensure that all parties feel safe.

Students

The School believes that all students have the right to be educated in a positive learning environment free from disruptions. At school activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards Learning Facilitators, other staff, students and volunteers. Every effort is made at each site to ensure students are aware of the expected behaviors at a school organized event.

Parents/Legal Guardians

The school developed a Civility Policy in light of defining the appropriate conduct for parents/legal guardians in relation to school-related interactions as well as a guide to the proper responses in light of a disruption.

Staff

Staff conduct is equally important and must exhibit professionalism at all times. Since we consider all school staff to be representatives of the School, standards of conduct for all staff members are outlined in the employee handbook and define expectations surrounding the following areas:

- Freedom from Violence
- Prohibited Conduct
- Physical Contact with Students and Other Staff Members
- Off-duty Conduct
- Drug and Alcohol Free Workplace and Awareness Program
- Tobacco Free Workplace
- Punctuality and Attendance
- Professionalism
- Dress Code
- Gifts to Employees
- Fee and Cash Collection
- Building Security

For more information about the School's expectation of staff conduct, employees should refer to the employee handbook.

Suspension and Expulsion Procedures

The School reserves the right to suspend or expel students pursuant to the modified policy and procedures established by the governing board. The school will have disciplinary procedures for student academic, interpersonal, and internet conduct. Discipline follows a process of escalating responses to each subsequent violation, with proper notifications and appropriate interventions at each step. Interpersonal communication and conduct, in whatever form or arena it occurs, will be subject to the School's policies that establish: a) expectations for civil and courteous student behavior; b) a process for investigating violations or alleged violations of same; and c) any lawful penalties or interventions to be imposed as a result. Disciplinary procedures for students with disabilities will be addressed by the IEP team in accordance with both federal and state law and the student's IEP.

The Schools' written procedures for ensuring academic integrity and 'netiquette' will be incorporated into the School's student/parent handbook. These terms will be clearly defined (for example, the several forms of plagiarism will be described), and expectations and penalties will be clearly set forth. Penalties are stepped up for each subsequent offense until the student becomes a candidate for expulsion. (Appendix D: Excerpt from MY Academy Charter Petition)

Bullying

The School recognizes the harmful effects of discrimination, harassment, intimidation, and bullying on student learning and works to provide a safe school culture that protects students from physical and emotional harm. Bullying creates a hostile environment in schools if it sufficiently and severely interferes with or limits a student's ability to participate in or benefit from the services, activities, or opportunities offered by the School. The School will establish student safety at all school related functions as a high priority and will not tolerate discrimination, harassment, intimidation, and bullying of any student.

No student or group of students shall, through physical, written, verbal, non-verbal, gestural, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cyber sexual bully, cause bodily injury to, or commit hate violence against any other student or school personnel. This includes acts of discrimination, harassment, intimidation, and bullying related to school activity or school attendance occurring within a school under the jurisdiction of the board and the Superintendent of Schools. (See link for current copy of the 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy)

Note: Pursuant to Education Code 32261 48900 and 48900.2-48900.4, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act. AB 746 (Ch. 72, Statutes of 2011) amended Education Code 32261 AB 1732 (Ch. 157, Statutes of 2012) amended Education Code 48900 to expand the definition of bullying committed by means of an electronic act to include posting of messages on social media networks.

In addition, Penal Code 653.2 makes it a crime for a person to distribute personal identity information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's picture or address online so that they receive harassing messages).

Penal Code 288.2 makes it a crime to send a message to a minor if the message contains matter that is sexual in nature with the intent of seducing the minor (i.e., sexting).

Cyberbullying and cyber sexual bullying is an act of bullying committed through the transmission of a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, or computer. Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer,

or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation via a post on a social network Internet Web site, including but not limited to posting to or creating a burn page, creating a credible impersonation of another actual pupil, or creating a false profile. Cyber sexual bullying includes, but is not limited to, focusing on the person's appearance, body parts, sexual orientation, or sexual activity through the use of technology.

Bullying Prevention, Intervention and Reporting

School staff will have access to SafeSchools online trainings related to the professional development of detecting warning signs, effective prevention strategies, and intervention skills.

School staff who witness an act of discrimination, harassment, intimidation, bullying, hazing, or teasing shall take immediate steps to intervene to stop the incident when it is safe to do so (Education Code 234.1.1b) and notify a Director. As appropriate, the Director or the Director's designee, will notify the parents/legal guardians of victims and perpetrators. The Director or the Director's designee also may involve counselors and/or law enforcement as necessary.

Students are encouraged to notify school staff when they are being discriminated against, harassed, intimidated, bullied, hazed, or teased or suspect that another student is being victimized. (See link for current copy of the 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy)

Hate Crime Reporting

Hate crimes occur when a perpetrator targets a victim because of their membership in a certain social group, usually defined by racial group, religion, sexual orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation.

Hate crimes can take many forms. Incidents may involve, but are not limited to, physical assault, damage to property, bullying, harassment, verbal abuse or insults, or offensive graffiti or letters.

Intervention and Reporting

1. Any student or employee who believes that they are a victim of hate-motivated behavior shall immediately contact the appropriate staff, Director or the Director's designee, or if an employee, Human Resources.
2. Staff who are informed of hate-motivated behavior or personally observe such behavior shall

notify the Director or the Director's designee, or if regarding another employee, Human Resources. Law enforcement will be notified by the Director or the Director's designee if it is determined that a hate-motivated crime occurred.

3. The staff will have access to SafeSchools training to recognize hate-motivated behavior and methods of handling such behavior in appropriate ways.

Notifying Staff of Dangerous Pupils

Per California Ed. Code 49079 and in an effort to ensure the safety of all employees, the school will notify the Learning Facilitator or any additional staff as necessary in writing if a pupil has engaged in, or is reasonably suspected to have engaged in any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 as outlined below:

- Caused, attempted to cause, or threatened to cause physical injury to another person
- Willfully used force or violence upon the person of another, except in self-defense
- Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the
  principal
- Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, an alcoholic beverage, or an intoxicant of any kind
- Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant
- Committed or attempted to commit robbery or extortion
- Caused or attempted to cause damage to school property or private property
- Stole or attempted to steal school property or private property
- Committed an obscene act or engaged in habitual profanity or vulgarity
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, Learning Facilitators, administrators, school officials, or other school personnel engaged in the performance of their duties
- Knowingly received stolen school property or private property

- Possessed an imitation firearm which would be a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm
- Committed or attempted to commit a sexual assault or committed a sexual battery
- Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both
- Unlawfully offered, arranged to sell, negotiated to sell, or sold prescription drugs
- Engaged in, or attempted to engage in, hazing. "Hazing" being a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying. "Bullying" being any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
    - Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
    - Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
    - Causing a reasonable pupil to experience substantial interference with his or her academic performance.
    - Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
    - A pupil who aids or abets the infliction or attempted infliction of physical injury to another person
    - "Electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        - A message, text, sound, or image.
        - A post on a social network Internet Web site, including, but not limited to:

- Posting to or creating a burn page. "Burn page"
- Creating a credible impersonation of another actual pupil
- Creating a false profile

■ An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

○ "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Additional Requirements and Liability as per Ed. Code 49079:

A. A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

B. An officer or employee of a school who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.

C. Any information received by a Learning Facilitator or staff pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the employee.

School Volunteers

The School recognizes that volunteers provide a variety of services to its students. The governing board of the School, in its discretion, has determined that in order to obtain volunteer assistance, volunteers must be screened as follows:

1. Volunteers who have limited contact with students and who do not require frequent or prolonged contact with pupils must be cleared by the Department of Justice (https://www.meganslaw.ca.gov/) to demonstrate that the volunteer is not a registered sex offender. Volunteers who have limited contact are encouraged to have a tuberculosis test

but TB testing is not mandatory.

2. Community members who make a brief presentation to students (eg. presentation for career day or a one-time presentation), or who serve in an activity in which there will be no contact with students are exempt from the above screening.

As provided in Education Code 45125.1(c), limited contact will be determined by the School upon the totality of circumstances, including factors such as the length of time the volunteers will be in contact with students, whether students will be in proximity where the volunteers will be working, and whether the volunteers will be working by themselves or with others.

APPENDICES

APPENDIX A: School Storage Emergency Plan
Storage Outlet, Escondido

In Case of Emergency:

Property Location:
Storage Outlet-Escondido
1530 E. Grand Ave.
Escondido, CA 92027

Gas Shut Off: None at this location

Electricity: Go into Bldg F. Main electrical panel is located between F013 and F014. On the wall is a gray panel marked "Main". Toggle the switch to OFF.

Water: The shut off valve is located in front of the office between the two yellow poles. Turn off water by placing lever to vertical position.

Gate: To manually operate the gate, remove the top cover of the motor. Flip the power switch from ON to OFF. Remove the fan belt between the motor pulley and gate control pulley. Manually close the gate by pushing the gate. Leave the power switch to OFF. Replace the motor cover. Secure gate with the chain locked with the disc lock.

Phone Numbers:

Police: 911
Fire: 911
Gate: Page supervisor (562)499-2828
Pam Badar: (951)543-3365
La Belle Answer Service: (714)547-8346

EMERGENCIES & INCIDENTS

In the event of an emergency, dial 911 - secure the property (if necessary and/or possible) and notify the District Manager.

Evacuation Plan
Every employee should be aware of the Evacuation Plan for any property that they are working. The Evacuation Plan shows the meeting place for all employees in the event of an emergency. Employees should go to the designated meeting place to ensure that they are all accounted for.

Incident Report
An Incident Report needs to be completed whenever there is an incident on a property. This includes accidents, injuries, property damage and break in's. The Manager should collect all relevant information such as Driver's License numbers, license plate numbers, auto insurance, etc. in order to complete the Incident Report. The Manager should also take any appropriate photographs of the incident.

If there are any witnesses to the event, their contact information should be included on the Incident Report.

Any additional information should be collected to complete the details of the incident. This should include gate code records, police reports, and video review. Video footage from the DVR should be reviewed, and if necessary, the relevant video footage should be uploaded the facility Dropbox. If the Dropbox is full or the file is too large, download the data onto the company flash drive (this should be done immediately as the DVi will only store 30 days of video footage).

Incidents need to be reported to the District Manager immediately, and the Incident Report and photographs emailed when completed.

Incident Reports are for PRP use only and should not be shared with customers, the media, or the public.

Video Recording
For help on retrieving video recording click here.

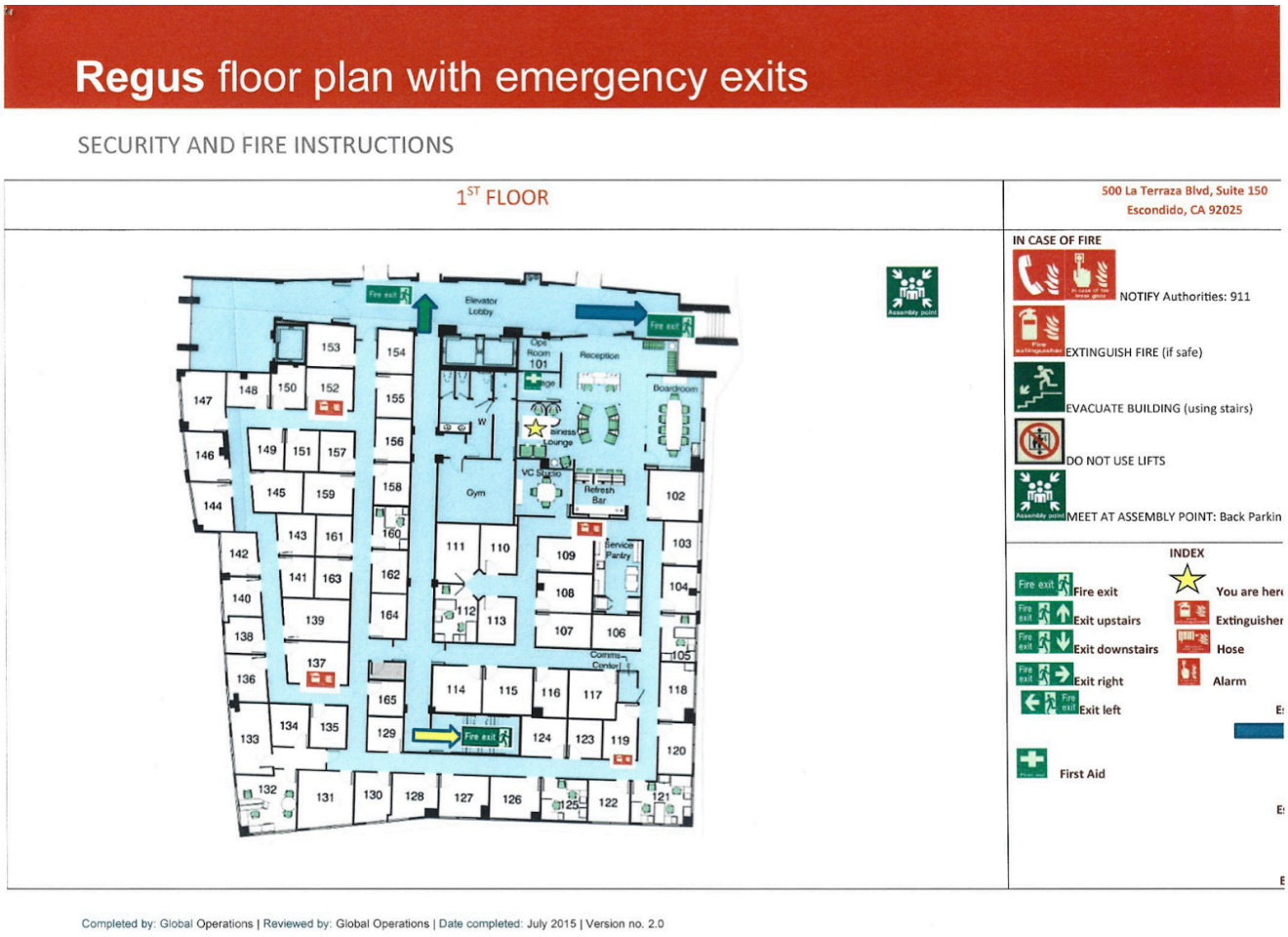
Break In's
The tenant is responsible to contact the police department and make a report. The manager should take photographs if possible, and complete the Incident Report.

The Incident Report and photos should be emailed to the District Manager when completed.
Incident Reports are for PRP use only and should not be shared with customers.

Police/Investigation
In most cases, PRP cooperates and works with law enforcement agencies whenever they're conducting an investigation. However, in the event of an investigation by any law-enforcement agency, employees should contact the District Manager for specific direction.

Operations Manual Emergencies & Incidents 01/06/20

Regus Emergency Plan



APPENDIX B: Facility Sites Utilized by MY Academy - Contact Information

Site Name	Regus - Escondido - La Terraza Corporate Plaza
Purpose	MY Academy Office
Location	150 La Terraza Blvd Ste 150 Escondido CA 92025
Phone	(619) 343-2048
Property Owner	Regus
Property Management Company's Address and Contact Information	150 La Terraza Blvd Ste 150 Escondido CA 92025
Property Manager Contact Information	Jennifer Howes

Site Name	Storage Outlet - Escondido
Purpose	MY Academy Storage
Location	1530 E Grand Ave, Escondido, CA 92027
Phone	(760) 230-0039
Contact Information	escondido@storageoutlet.net

APPENDIX C: CHILD ABUSE REPORT FORM

STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 1 of 2

SUSPECTED CHILD ABUSE REPORT
(Pursuant to Penal Code section 11166)

Print Form | Clear Form

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____
CASE NUMBER: _____

A. REPORTING PARTY

NAME OF MANDATED REPORTER | TITLE | MANDATED REPORTER CATEGORY

REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip | DID MANDATED REPORTER WITNESS THE INCIDENT? ☐ YES ☐ NO

REPORTER'S TELEPHONE (DAYTIME) | SIGNATURE | TODAY'S DATE

B. REPORT NOTIFICATION

☐ LAW ENFORCEMENT ☐ COUNTY PROBATION ☐ COUNTY WELFARE / CPS (Child Protective Services) | AGENCY

ADDRESS Street City Zip | DATE/TIME OF PHONE CALL

OFFICIAL CONTACTED - NAME AND TITLE | TELEPHONE

C. VICTIM One report per victim

NAME (LAST, FIRST, MIDDLE) | BIRTHDATE OR APPROX. AGE | SEX | ETHNICITY

ADDRESS Street City Zip | TELEPHONE

PRESENT LOCATION OF VICTIM | SCHOOL | CLASS | GRADE

PHYSICALLY DISABLED? ☐ YES ☐ NO | DEVELOPMENTALLY DISABLED? ☐ YES ☐ NO | OTHER DISABILITY (SPECIFY) | PRIMARY LANGUAGE SPOKEN IN HOME

IN FOSTER CARE? ☐ YES ☐ NO | IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: ☐ DAY CARE ☐ CHILD CARE CENTER ☐ FOSTER FAMILY HOME ☐ FAMILY FRIEND ☐ GROUP HOME OR INSTITUTION ☐ RELATIVE'S HOME | TYPE OF ABUSE *(CHECK ONE OR MORE)*: ☐ PHYSICAL ☐ MENTAL ☐ SEXUAL ☐ NEGLECT ☐ OTHER (SPECIFY) _____

RELATIONSHIP TO SUSPECT | PHOTOS TAKEN? ☐ YES ☐ NO | DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? ☐ YES ☐ NO ☐ UNK

D. OTHER INVOLVED PARTIES

OTHER VICTIMS/SIBLINGS

NAME BIRTHDATE SEX ETHNICITY | NAME BIRTHDATE SEX ETHNICITY
1. _____ | 3. _____
2. _____ | 4. _____

VICTIM'S PARENTS/GUARDIANS

NAME (LAST, FIRST. MIDDLE) | BIRTHDATE OR APPROX. AGE | SEX | ETHNICITY

ADDRESS Street City Zip | HOME PHONE | BUSINESS PHONE

NAME (LAST, FIRST. MIDDLE) | BIRTHDATE OR APPROX. AGE | SEX | ETHNICITY

ADDRESS Street City Zip | HOME PHONE | BUSINESS PHONE

SUSPECT

SUSPECT'S NAME (LAST, FIRST. MIDDLE) | BIRTHDATE OR APPROX. AGE | SEX | ETHNICITY

ADDRESS Street City Zip | TELEPHONE

OTHER RELEVANT INFORMATION

E. INCIDENT INFORMATION

IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX ☐ | IF MULTIPLE VICTIMS, INDICATE NUMBER: _____

DATE/TIME OF INCIDENT | PLACE OF INCIDENT

NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

SUSPECTED CHILD ABUSE REPORT
(Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: http://leginfo.legislature.ca.gov/faces/codes.xhtml (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof ***within 36 hours*** of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (*continued*)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: ***Within 36 hours*** of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern

APPENDIX D: INVOLUNTARY REMOVAL PROCESS
EXCERPT FROM MY ACADEMY CHARTER PETITION

ELEMENT 10: SUSPENSION/EXPULSION PROCESS

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

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

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

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

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

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). - California Education Code Section 47605(b)(5)(J).

As indicated above, MY Academy has never expelled a student and it has a 0% expulsion rate.

The MY Academy Pupil Suspension and Expulsion Policy has been established in order to promote learning, provide for the safety of students, staff, and visitors to MY Academy and serve the best interests of students and their parents or guardians. The establishment of this policy followed a review of procedures and listed offenses applicable to students attending non-charter public schools. Compliance with the procedures set forth in this section of this Charter shall be the only processes for MY Academy to involuntarily dismiss, remove or otherwise exclude a student who attends MY Academy from further attendance at MY Academy for any reason, including but not limited to, disciplinary causes.

A student identified as an individual with disabilities or for whom MY Academy has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. MY Academy will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom MY Academy has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as MY Academy's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. MY Academy staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

MY Academy administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request.

Corporal punishment shall not be used as a disciplinary measure against any student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is:

A. related to school activity;
B. related to school attendance occurring at MY Academy or any other school; or
C. related to a Charter School sponsored event.

A student may be suspended or expelled for acts that are enumerated below and occur at any time including but not limited to the following:

1) while on school grounds;
2) while going to or coming from school;
3) during the lunch period, whether on or off the school campus;
4) during, or while going to or coming from a school-sponsored activity.

Enumerated Offenses

MY Academy wishes to preserve flexibility in the discipline process and pursue alternative discipline options in lieu of suspension whenever possible. However, the Charter School may proceed with expulsion of a student for any of the offenses included on the Discretionary list below committed at a charter school site or at a charter school activity off school grounds unless otherwise stated.

A. Discretionary Suspension and Recommendation for Expulsion Offenses

Students may be suspended from school or recommended for expulsion for any of the following acts when it is determined the pupil:

a) Either:
1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force or violence upon the person of another, except in self- defense.
3. Assault or battery (Penal Code section 240 and 242).

b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object.

c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, learning facilitator~~teacher~~s, administrators, school officials, or other school personnel engaged in the performance of their duties. A pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil.

For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

i) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

(1) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

(2) Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

(3) Causing a reasonable student to experience substantial interference with his or her academic performance.

(4) Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by MY Academy.

ii) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(l) A message, text, sound, video, or image.

(2) A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (I) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii) An act of cyber sexual bullying.

(1) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the

depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(2) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

iv) Notwithstanding the above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) "Reasonable pupil" for purposes of this subsection means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

s) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

t) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

u) For a pupil subject to discipline under this section, the Program Director may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior.

v) In addition to the reasons specified above, a pupil may be suspended from school or recommended for expulsion from school if the Program Director or Designee determines that the pupil has committed sexual harassment as defined in Ed. Code section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the

victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

w) In addition to the reasons set forth above, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion from school if the Program Director or Designee determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Education Code section 233.

x) In addition to the grounds specified above, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion from school if the Program Director or Designee determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

y) In addition to the grounds specified above, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

1) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

z) Causing serious physical injury to another person, except in self-defense.

aa) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

2. Immediate Suspension and Mandatory Recommendation for Expulsion Offenses

1) Possessing, selling, or furnishing a firearm, as defined below. E.C. 48915(c)(l)

2) Brandishing a knife[1] at another person. E.C. 48915(c)(2)

3) Unlawfully selling a controlled selling a controlled substance listed in Health and Safety Code section 11053 et seq. E.C. 48915(c)(3)
4) Committing or attempting to commit a sexual assault or committing a sexual battery, as defined in the enumerated offenses above. E.C. 48915(c)(4)
5) Possession of an explosive[2]. E.C. 48915(c)(5)

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[1]As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 31/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.
[2]As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

C. Suspension Procedure

The following suspension procedures shall be followed:

1. Suspensions for violations of the offenses listed in the "Discretionary Suspension and Recommendation for Expulsion Offenses" stated herein shall be for no more than five consecutive days.

2. The total number of days for which a pupil may be suspended from school shall not exceed twenty (20) schooldays.

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded by an informal conference conducted by the Program Director or Designee with the student and, whenever practical, his or her parent and the learning facilitator~~teacher~~, supervisor or MY Academy employee who referred the student to the Program Director or Designee. For suspensions of fewer than 10 days, the charter school shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. Notice and the opportunity for the student to respond shall be provided before the suspension begins. The conference may be delayed only if the Program Director or Designee determines that an emergency situation exists. An "emergency situation" is one that presents a clear and present danger to the lives, safety, or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. In the event the conference is delayed due to an emergency, the conference shall be held within (2) two school days unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with MY Academy officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

For suspensions of 10 days or more, MY Academy shall do both of the following:

a) Provide timely written notice of the charges against the pupil and an explanation of the pupil's basic rights. The notice shall contain a clear statement that no pupil shall be involuntarily removed by MY Academy for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the expulsion hearing procedures before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the hearing procedures, the pupil shall remain enrolled and shall not be removed until MY Academy issues a final decision on the matter. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for fewer than 10 days.

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

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or Designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date and time the student may return to school following

suspension. This notice shall state the specific offense committed by the student. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Upon a recommendation of Expulsion by the Program Director or Designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Program Director or Designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. However, if the student's parent or guardian initiates the expulsion hearing process, as indicated above, the student must remain enrolled and may not be removed until a final decision is issued by MY Academy.

D. Expulsion Procedures

Students will be recommended for expulsion after the Program Director or Designee conducts an investigation process by gathering written statements, meeting with witnesses, and conducting a pre-expulsion conference with the student and family. For acts included on the mandatory recommendation for expulsion list, the Program Director or Designee will automatically issue an expulsion if the evidence indicates that the student engaged in conduct included on the mandatory recommendation for expulsion list. Where a student has been charged with an offense on the list of discretionary expulsion offenses, a recommendation for expulsion by the Program Director or Designee will be based on one or both of the following findings:

1. Other means of conduct support and correction are not feasible and have repeatedly failed to bring about an improvement in conduct.
2. Due to the nature of the violation, the presence of the student causes a continuing danger to the health and/or safety of the student, other students in the schools, and/or faculty.

Upon this determination, the student will be suspended, pending the results of an expulsion hearing. The Program Director's or Designee's recommendation to expel the student will satisfy all the procedural requirements stated herein.

E. Expulsion Hearing - Rules and Regulations

For any recommendation of expulsion, MY Academy shall do both of the following:

a) Provide timely written notice of the charges against the pupil and an explanation of the pupil's basic rights. The notice shall contain a clear statement that no pupil shall be involuntarily removed by MY Academy for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the expulsion hearing procedures before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the hearing procedures, the pupil shall remain enrolled and shall not be removed until MY Academy issues a final decision on the matter. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated.

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

The hearing will be presided over by an administrative panel (three to five impartial individuals) appointed by the Program Director. A document will be prepared by the Program Director or Designee that includes a full description of the reasons for the expulsion, including dates, previous conferences and actions taken, and events.
MY Academy's Board of Directors shall establish rules and regulations MY Academy governing procedures for the expulsion of pupils. These procedures shall include, but are not necessarily limited to, all of the following:

1. The pupil shall be entitled to a hearing to determine whether the pupil should be expelled. An expulsion hearing shall be held within 30 school days after the date the principal determines that the pupil has committed any of the acts enumerated herein, unless the pupil requests, in writing, that the hearing be postponed. The adopted rules and regulations shall specify that the pupil is entitled to at least one postponement of an expulsion hearing, for a period of no more than 30 calendar days. Any additional postponement may be granted at the discretion of the principal. The administrative panel shall make its decision to expel within 3 school days after the hearing's conclusion.

2. If compliance by the administrative panel with the time requirements for the conducting of an expulsion hearing and a decision to expel is impracticable during the regular school year, the principal or the principal's designee may, with the consent of the student or the student's parent or guardian, extend the time period for the holding of the expulsion hearing for an additional five schooldays. Upon

the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay.

2.1. Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days before the date of the hearing. The notice shall include all of the following:

2.2. The date and place of the hearing.

2.3. A statement of the specific facts and charges upon which the proposed expulsion is based.

2.4. A copy of the disciplinary rules of the school that relate to the alleged violation.

2.5. A notice of the parent, guardian, or pupil's obligations pursuant to Ed. Code section 48915.1(b).

2.6. Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses. In a hearing in which a pupil is alleged to have committed or attempted to commit a sexual assault as specified in subdivision (n) of Section 48900 or to have committed a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall be given five days' notice before being called to testify, and shall be entitled to have up to two adult support persons, including, but not limited to, a parent, guardian, or legal counsel, present during his or her testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. This subdivision shall not preclude the person presiding over an expulsion hearing from removing a support person whom the presiding person finds is disrupting the hearing. If one or both of the support persons is also a witness, the provisions of Section 868.5 of the Penal Code shall be followed for the hearing. This section does not require a pupil or the pupil's parent or guardian to be represented by legal counsel or by a non-attorney adviser at the hearing.

For purposes of this section, "legal counsel" means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

For purposes of this section, "non-attorney adviser" means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the pupil or pupil's parent or guardian to provide assistance at the hearing.

3. The administrative panel shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether

the expulsion hearing is conducted in a closed or public session, the administrative panel may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled. Due to the requirement to conduct closed session deliberations and the Brown Act public meeting requirements with which MY Academy has voluntarily agreed to comply, the administrative panel for an expulsion hearing shall not include more than one member of the Charter School board of directors.

3.1. If the administrative panel admits any other person to a closed deliberation session, the parent or guardian of the pupil, the pupil, and the counsel of the pupil also shall be allowed to attend the closed deliberations.

3.2. If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault as defined in subdivision (n) of Ed. Code section 48900 or to commit a sexual battery as defined in subdivision (n) of Ed. Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no
alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

4. If the administrative panel decides not to expel, the expulsion proceedings shall be terminated, and the pupil immediately shall be reinstated and permitted to return to the classroom instructional program from which the expulsion referral was made. The decision not to recommend expulsion shall be final.

5. If the administrative panel determines to expel, findings of fact in support of the recommendation shall be prepared. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing.

6. The decision of the administrative panel to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. The administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the administrative panel. Copies of these sworn declarations, edited to delete the name and identity of the

witness, shall be made available to the student recommended for expulsion and his or her representative.

7. A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.

8. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the administrative panel to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated in this policy.

9. In hearings that include an allegation of committing or attempting to commit a sexual assault as defined in subdivision (n) of Ed. Code section 48900 or to commit a sexual battery as defined in subdivision (n) of Ed. Code section 48900, evidence of specific instances, of a complaining witness's prior sexual conduct is to be presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before the person conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness's prior sexual conduct be heard, the complaining witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

10. Final action to expel a pupil shall be taken only by the administrative panel in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the principal or his or her designee to the pupil or the pupil's parent or guardian.

11. The MY Academy board of directors of MY Academy shall maintain a record of each expulsion, including the cause for the expulsion. Records of expulsions shall be non-privileged, disclosable public records.

11.1. The expulsion order and the causes for the expulsion shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

F. Decision of the Panel

The final decision by the administrative panel will be made within 3 school days following th conclusion of the hearing.

The administrative panel will make one of two determinations:

1. Uphold the expulsion.
2. Determine the expulsion was not within MY Academy's guidelines and overturn it.

Following the final decision of the administrative panel, the administrative panel will send written Findings of Fact to the parent that contain the following information:

1. The outcome of the hearing and the decision of the administrative panel
2. The specific offenses committed by the student for any of the acts listed in the above "Reasons for Suspension and/or Expulsion" section (if expulsion is decided)
3. Notification of the family's responsibility to inform any new district in which the student seeks to enroll of the student's status with MY Academy (if expulsion is decided)
4. Reinstatement eligibility review date (if expulsion is decided)
5. A copy of the rehabilitation plan (if expulsion is decided)
6. The type of educational placement during the period of expulsion (if expulsion is decided)
7. Pupils who are expelled shall be responsible for seeking alternative education programs

G. Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County for their school district of residence. The school shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

H. Rehabilitation Plans

Students who are expelled from MY Academy shall be given a rehabilitation plan upon expulsion as developed by the administrative panel at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to MY Academy for readmission.

I. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of MY Academy's Board of Directors following a meeting with the CEO or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The CEO or designee shall make a recommendation to MY Academy's Board of Directors following the meeting regarding his or her determination. The pupil's readmission is also contingent upon MY Academy enrollment capacity at the time the student seeks readmission.

J. Notice of Expulsion to Last Known District of Residence

MY Academy shall, in accordance with Education Code § 47605(d)(3), notify the superintendent of the school district of the pupil's last known address within 30 days of expulsion, and shall, upon request of the district, provide the district with a copy of the student's cumulative record, including a transcript of grades or report card and health information.

K. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses:

1. MY Academy must also provide the victim a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
2. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
3. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
4. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

6. If one or both of the support persons is also a witness, MY Academy must present evidence that the witness's presence is both desired by the witness and will be helpful to the school. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

L. Probation

The administrative panel, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the administrative panel's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

The administrative panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all pupils, including individuals with exceptional needs as defined in California Ed. Code Section 56026.

During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status.

The administrative panel may revoke the suspension of an expulsion order if the pupil commits any of the acts enumerated in Ed. Code section 48900 or violates any of the school's rules and regulations governing pupil conduct. When the administrative panel revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order. Upon satisfactory completion of the rehabilitation assignment of a pupil, the administrative panel shall reinstate the pupil in the school and may also order the expungement of any or all records of the expulsion proceedings.

The pupil shall be notified of the final order, in writing, either by personal service or by certified mail. The order shall become final when rendered.

The Program Director or Designee shall send a copy of the written notice of the decision to expel to the school district of student's last known residence, within thirty (30) days.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

As a member of the Sonoma County Charter SELPA, MY Academy will immediately notify them and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who MY Academy or SELPA would be deemed to have knowledge that the student had a disability.

1. Services During Suspension

Students with disabilities suspended and/or placed in an interim alternative setting shall continue to receive services so as to provide FAPE and enable the student to continue to participate in the general education curriculum and to progress toward meeting the goals set out in the child's IEP/504. Any discipline that includes removal from school for more than ten (10) consecutive days, including placement in an interim alternative educational setting, constitutes a change in placement and a manifestation determination shall be conducted.

An IEP or 504 meeting is required within ten (10) days of initial suspension or placement in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, MY Academy, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504, any learning facilitator~~teacher~~ observations, and any relevant information provided by the parents to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504.

If MY Academy, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If MY Academy, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that MY Academy had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent and MY Academy agree to a change of placement as part of the modification of the behavioral intervention plan.

If MY Academy, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504, then MY Academy may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

3. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or MY Academy if it believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or MY Academy, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five-day (45) time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and MY Academy agree otherwise.

4. Special Circumstances

MY Academy personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Program Director or Designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;

b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function;
or

c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting or change of placement shall be determined by the student's IEP/504 team. A change of placement is a removal from education for more than ten (10) consecutive days or a pattern of removal, even if for less than ten (10) days. For effective change of placement, there first need be:

a. Notice
b. Manifestation determination
c. Continued receipt of special education services

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the District's disciplinary procedures may assert the procedural safeguards granted under these procedures only if MY Academy had knowledge that the student was disabled before the behavior occurred.

MY Academy shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to MY Academy supervisory or administrative personnel, or to one of the child's learning facilitator~~teacher~~s, that the student is in need of special education or related services; or

2. The parent has requested an evaluation of the child; or

3. The child's learning facilitator~~teacher~~, or other MY Academy personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If MY Academy knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If MY Academy had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. MY Academy shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by MY Academy pending the results of the evaluation.

MY Academy shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Safety Plan

Motivated Youth Academy
500 La Terraza Blvd, Ste 150
Escondido, CA 92620

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Section 1: School Safety Plan Purpose

Objective

Motivated Youth Academy/MY Academy/MYA ("School") recognizes that students and staff have the right to a safe and secure environment where they are free from physical and psychological harm. The School is fully committed to maximizing school safety and creating a positive learning environment that includes strategies for violence prevention and high expectations for student and staff conduct, responsible behavior, and respect for others.

The School safety plan will be reviewed and updated by March 1st every year. A copy of the School Safety Plan will be available for review at the School's offices.

Disruption Free Learning Environment

The School believes that all students have the right to be educated in a positive learning environment free from disruptions. At School sponsored activities and events, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards Learning Facilitators, other staff, students and volunteers. Every effort is made to ensure students are aware of the expected behaviors at a school-organized event.

School Crime Statistics

The School will compile statistics pertaining to school crime committed on the premises of

school-related functions, if applicable. The school will complete an incident form to document each applicable occurrence. The School will also insert an annual breakdown of incidents by month, if applicable. Information obtained will assist the School in developing programs to reduce the incidence of crime.

Nondiscrimination and Fair Treatment of School Community

The School realizes that a major source of conflict in many schools is the problem of bias and unfair treatment of students and staff based on actual or perceived race (including traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks and twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer, and genetic characteristics), reproductive health decision-making, family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status, use of cannabis off the job and away from the workplace or any other consideration made unlawful by federal, state, or local laws. The School strives to convey the attitude that all children can achieve academically and behave appropriately, while at the same time appreciating individual differences. The School endeavors to communicate to students, staff and the greater community that all individuals are valued and respected. Staff experiencing discrimination or harassment are encouraged to contact human resources or refer to the employee handbook “Section I: Nondiscrimination Policies” for more information. (Click active links for current copies of the 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy, 4060 Prohibiting Unlawful Harassment, Discrimination, and Retaliation Policy, and 5070 Transgender and Gender Nonconforming Student Nondiscrimination Policy)

Section 2: Emergency Preparedness

The School is a flex based, non-classroom, independent study Charter School where students learn in a variety of settings. Typically students are in the primary care of their educational rights holders for their schooling. There are a few instances when the school facilitates events such as meetups and school-sponsored gatherings when it is important to have a clear

emergency preparedness plan and adhere to any requirements related to a facility in conjunction with law enforcement and the fire marshal.

The School's procedures for evacuation and emergency preparedness are outlined in the following section for the school office, staff meetings, meetups, and other school events. The roles of the responsible parties, the training necessary to perform those responsibilities, necessary resources, and emergency response actions, if applicable, are defined for each site where school operations are conducted.

Further, it is important to clearly define the responsibilities of the School and educational rights holder, as well as the School's dismissal procedures, in the event of an emergency or disaster.

School Responsibilities

The School will abide by the vendor/site emergency plans, if applicable based upon the location of the event. Beyond that, the School will consistently maintain the following:

- Train appropriate staff to respond to emergencies
- Staff emergency information in UKG
- Student emergency information
- Employee safety training assignments, as appropriate
- First aid kits for all school events, the meetup coordinators, and the school office
- Establish and maintain online security safety measures
- Establish a form of school safety notifications

Staff Responsibilities

Staff will abide by the School and vendor/site emergency plans, if applicable based upon the location of the event. Beyond that, the staff will meet the following expectations:

- Complete assigned trainings
- Comply with all school safety protocol
- Keep staff emergency information in UKG current
- Keep first aid kit in possession during all school events and meetings
- Maintain safety applications on smart phone/iPad

Educational Rights Holder Responsibilities

Educational rights holders of students will be required to complete when applicable:

- Annual CAASPP Site Security form - ER Card
- Permission slips

Educational rights holders are responsible for ensuring that student information and emergency contacts are current on all forms at all times. The information in the student information system and/or event form will be used to release students in the event of a declared emergency.

Response Team Plan - Emergency Response and Communication

The School is committed to its emergency strategy and for school events will determine an effective method to communicate with staff during urgent matters. The School will send applicable staff real-time updates and notifications during emergencies, anything vital to the safety of students and staff. All notifications are sent by authorized system administrators.

Instructional Continuity Plan (ICP) for MY Academy

In accordance with Senate Bill 153 (SB 153) and California Education Code (EC) Section 32282, MY Academy has developed an Instructional Continuity Plan (ICP) to ensure students continue to receive education during emergencies or natural disasters. As an independent study and primarily virtual learning provider, our model allows for a more seamless transition during disruptions; however, this plan outlines necessary protocols to address potential challenges.

1. Communication Protocol
   MY Academy will engage with students and families as soon as practicable, but no later than five calendar days following an emergency. Our communication strategy includes:
   - Two-way communication via text message, phone calls, email, school website, and/or social media.
   - Identification and support for students' social-emotional, mental health, and academic needs.
   - Contingency plans for alternative communication methods in case of infrastructure damage.

2. Access to Instruction
   For students who receive direct instruction from the School, services will resume as soon as practicable, but no later than ten instructional days following an emergency. Since MY Academy operates as an independent study and primarily virtual learning provider, instruction will primarily continue through our established online platforms. Plans include:

- Ensuring continuity of remote instruction through our existing Independent Study Policy, aligning with EC sections 51747 and 51749.5. (See the following link for a current copy of the 6010 Independent Study Policy)
- Offering printed materials or other offline learning resources for students who have lost internet access.

3. Technology and Resource Accessibility
   MY Academy will ensure that students have equitable access to educational resources, including:
   - Ensuring students have access to Wifi.
   - Ensuring applicable instructional materials, including digital learning resources, are available.

4. Support Services for Students
   Recognizing the importance of student well-being, MY Academy will:
   - Continue offering virtual counseling services and social-emotional learning (SEL) support.
   - Maintain special education services and accommodations through remote support.
   - Provide resources for displaced or at-promise students, including those experiencing unsheltered living situations or in foster care.

5. Review and Compliance
   This ICP will be reviewed annually and updated as needed. MY Academy will comply with SB 153 requirements, including:
   - Maintaining a governing board-approved Comprehensive School Safety Plan (CSSP) that includes the ICP.
   - Ensuring compliance verification during annual audits beginning in 2025-26.

MY Academy is committed to minimizing instructional disruptions and supporting students and families during emergencies. Our virtual learning model provides a foundation for instructional continuity, with contingency measures in place to address unforeseen challenges.

Ingress and Egress Procedures

General Principles

When possible, the School will develop a plan and take any possible measures to ensure the safe arrival and departure of students, educational rights holders, and staff. Information related to ingress and egress procedures during state assessments, school functions, and field trips will be

provided to students, families and staff in advance.

Meetups & Events

For all meetups and events, the School will email all attendees before the trip with any pertinent information regarding parking and directions.

Student Dismissal in the Event of an Emergency

In the event of a declared emergency, as per the site, all students will be required to remain onsite or at an alternate safe site under the supervision of the Director, Director's designee or other School staff assigned by the Director or designee. Students will not be permitted to leave until:

1. Regular dismissal time, and only if it is considered safe to do so.
2. Depending on the site, an authorized adult with a photo ID, whose name appears on the CAASPP Site Security form or permission slip, arrives to pick up the student.
3. In the event of an earthquake or another disaster that prevents educational rights holder and other designated adults from picking up students, students will remain with School staff.

Staff Dismissal in the Event of an Emergency

In the event of a declared emergency with students present, all School employees will remain on-site and carry out their assignments until officially dismissed by the Director or Director's designee, or relieved by law enforcement and/or fire personnel.

Types of Emergencies & Procedures

Fire

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

In case of fire, the individual who discovers the fire shall assume the following responsibilities (if the

individual who discovers the fire is a minor, they will report to a supervising adult):

- Call the Fire Department by dialing 911 and pulling the nearest fire alarm, if applicable
- Notify the designated staff member responsible at the site to alert applicable staff
- If police or paramedics are needed, tell the 911 operator
- If there isn't an alarm, be sure to notify people in the surrounding area
- Clear staff and students, as applicable, from the immediate area
- If there are fire extinguishers and individuals are trained to use them, put out small fires immediately. Do not jeopardize safety to fight it.
- Close, but do not lock all doors leading to the fire areas to contain the fire
- Have staff and students exit the building; check restrooms, etc.
- Assist disabled or injured employees and students while exiting

Staff shall follow these safety guidelines:

- If students are present, lead students to the designated evacuation area away from fire lanes
- Do not panic; listen for instructions and help keep students and staff calm
- Exit quietly and quickly
- Feel the face of the door and the door knob for heat by using the back of your hand
- Do not open hot doors
- Do not break windows
- If an exit in an area cannot be accessed, stuff a jacket or coat under the door and cover air vents to prevent the entry of smoke
- STAY LOW TO THE FLOOR
- Do NOT use elevators unless authorized to do so by the police or fire personnel. Elevators could fail during an emergency.
- Do not assist fire-fighting personnel unless asked to do so
- Do not attempt to salvage items or retrieve purses, coats, or other personal belongings
- If applicable, remain with students until given alternative instructions

Storm & Flooding

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

Winter rains can cause floods, landslides, uprooted trees, and downed or broken utility lines in almost any neighborhood.

During the Storm:

- If water has entered the premises, staff and students will be instructed to not walk through it – it may contain hazardous materials
- If asked to leave the property, staff and students will leave items and evacuate as instructed
- Do NOT use elevators unless authorized to do so by the police or fire personnel. Elevators could fail during an emergency.
- Downed power lines and broken gas lines will be avoided
- The School will notify applicable staff of all processes as appropriate

Earthquake

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

Earthquake Procedure

In a major quake, gentle shaking may be experienced at first and then more violent shaking within a few seconds. Staff and students may find it difficult to maintain their balance or may even be knocked off their feet. Or, individuals may be shaken by a sudden and violent jolt. It may be difficult or impossible to move from one room to the next. Within seconds, the shaking will stop.

Don't Panic:

- Remaining calm and reassuring will keep students or staff calm
- Acting decisively and taking action will set the tone for others

If indoors when shaking starts:

- "DROP, COVER AND HOLD ON." If not near a strong table or desk, staff and students are to drop to the floor against an interior wall and cover their head and neck with their arms or stand in a doorway
- If an individual uses a wheelchair, they are to lock the wheels and cover their head
- Stay away from windows, bookcases, cabinets, outside walls and other heavy objects until the shaking stops

- Do not try to run out of the structure during strong shaking
- Stay away from buildings. Glass from tall buildings does not always fall straight down; it can catch a wind current and travel great distances.
- Do NOT use elevators unless authorized to do so by the police or fire personnel. Elevators could fail during an emergency.
- Don't be surprised if the electricity goes out or the fire alarms sound.

If outdoors when shaking starts:

- Move to a clear area if it can be reached safely. Avoid power lines, buildings and trees.

The Shaking Has Stopped. Now What?

Immediately after the quake, the greatest danger is from falling objects, followed by fire.

- Make sure students and staff are safe and not injured
- Remain calm
- Check for others that may be trapped or injured; administer first aid, if necessary. Do not move seriously injured persons unless they are in immediate danger.
- Check around for dangerous conditions, such as fires or possible fire hazards, downed power lines and structure damage
- If there are fire extinguishers and individuals are trained to use them, put out small fires immediately
- If danger is suspected, evacuate
- Don't use the elevator. Use the stairs.
- If at a school event, calmly walk students to the evacuation meeting site, bringing student list
- Take attendance to verify ALL students and staff that were in the room are accounted for in the line
- Note anyone who is missing
- Staff will wait for instructions
- Assemble emergency supplies, water, food, and first aid supplies
- Telephone for emergencies only
- Be prepared for aftershocks; they are usually not as strong as the initial earthquakes
- Cooperate with public safety officials
- If staff and students are released back to the building, return and verify student and staff attendance to ensure all are present

If trapped in debris:

- Move as little as possible so as not to kick up dust. Cover the nose and mouth with a

handkerchief or clothing.
- Tap on a pipe or wall so that rescuers can hear where you are. Shout only as a last resort.

Preparation Before the Shaking Starts:

- Become familiar with evacuation routes and share information with staff
- Plan alternate routes of evacuation
- Plan for disabled employees and students
- Inform staff in the event of an emergency/disaster they may not be able to leave the premises for 72 hours, or per local public safety officials
- First aid materials will be provided

Threats of Violence

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

All threats or perceived threats of violence against any person or property are considered serious. Staff who are alerted to or observe any threat or perceived threat shall immediately report the threat or perceived threat to law enforcement. The School will support the local law enforcement in the immediate investigation and threat assessment, as needed. The very act of a threat shall be cause for discipline against a student or staff member and immediate removal of a visitor.

Violent Intruder/Active Aggressor

The following guidance is in place for reference; it's imperative that staff follow the guidance of trained law enforcement and/or emergency personnel and not arbitrarily take the matter into their own hands unless absolutely necessary. These guidelines apply to all school meeting locations, facilities and events.

In general, how one responds to an active aggressor will be dictated by the specific circumstances of the encounter, bearing in mind there could be more than one aggressor involved in the same situation.

If near an area where an aggressor is identified, take whatever actions necessary to protect oneself.

Situational awareness is key; if the aggressor is in the area, get away from it. Use any means necessary to get out or away from the incident. If no gunfire is heard or an aggressor seen, initiate lockdown immediately.

Procedure

If an assault occurs on or near the school event, the first employee who observes the assault should immediately call 911 and notify the appropriate school personnel

- Dial 911 to alert police to the active aggressor's location
- If unable to speak, leave the line open and allow the 911 dispatcher to listen

Potential responses: In response to an active assailant event, there will be four potential courses of action: evacuate, lockdown, hiding, or self-defense. The following guidelines identify these courses of action.

1. Evacuate - If there is an accessible escape path, the first priority is to evacuate the premises following these recommendations:
    a. Have an escape route and plan in mind
    b. Evacuate regardless of whether others agree to follow
    c. Leave belongings behind
    d. Help others escape, if possible
    e. Prevent individuals from entering an area where the aggressor may be
    f. Keep hands visible
    g. Follow the instructions given by any law enforcement
    h. Do not attempt to move wounded people
    i. Call 911 when safe
        i. Provide the following to the 911 dispatcher:
            1. Description of the suspect
            2. Number and types of weapons
            3. Suspect's direction of travel
            4. Location and condition of victims
2. Lockdown – Move quickly to a safe place that is easily lockable. Stay in that location until law enforcement states that it is safe to exit the location
    a. Lock all entrances to the location
    b. Barricade all entrances with furniture, desks, or anything available (use caution and not restrict options for movement if possible)
    c. Close blinds and turn off the lights

d. Silence cell phones
e. Stay low to the ground and hide until the situation has ended
f. Work in groups and develop a plan in case the aggressor is able to make it into the area
g. Stay indoors until authorities state that it is safe or order an evacuation

3. Hide - If evacuation is not possible, find a place to hide where the aggressor is less likely to find oneself with these recommendations:
    a. Be inconspicuous
    b. Be out of the aggressor's view
    c. Provide physical protection if shots are fired (e.g. going into a bathroom and locking the door, staying as low to the floor as possible and remaining quiet and motionless)
    d. Do not trap oneself or restrict options for movement
    e. To prevent an aggressor from entering a hiding place:
        i. Lock the door
        ii. Blockade the door with heavy furniture (use caution and not restrict options for movement if possible)
    f. If the aggressor is nearby:
        i. Lock the door
        ii. Silence cell phones
        iii. Turn off any source of noise (e.g. radios, televisions, etc.)
        iv. Hide behind large items (e.g. cabinets, desks, etc.)
        v. Remain quiet and motionless
4. Self Defense - If it is not possible to evacuate or hide, then consider self-defense with these recommendations:
    a. Remain calm
    b. Take action against the aggressor *only* when it is believed that one's life is in imminent danger; attempt to disrupt and/or incapacitate the aggressor as follows:
        i. Act as aggressively as possible toward the aggressor
        ii. Throw items and improvise weapons
        iii. Yell
        iv. Commit oneself to defensive physical action

How To Respond when Law Enforcement Arrives

Law enforcement's purpose is to stop the active aggressor as soon as possible. Officers will proceed directly to the area in which the last shots were heard. It is important to keep in mind that every

emergency situation is approached differently by law enforcement and to use the information outlined below as a general guide.

- Officers usually arrive in teams of four (4)
- Officers may wear regular patrol uniforms or external bulletproof vests, Kevlar helmets, and other tactical equipment
- Officers may be armed with rifles, shotguns, handguns
- Officers may use pepper spray or tear gas to control the situation
- Officers may shout commands, and may push individuals to the ground for their safety

How to react when law enforcement arrives:

- Remain calm, and follow officers' instructions
- Put down any items in your hands (i.e., bags, jackets)
- Immediately raise hands and spread fingers
- Keep hands visible at all times
- Avoid making quick movements toward officers such as holding on to them for safety
- Avoid pointing, screaming and/or yelling
- Do not stop to ask officers for help or direction when evacuating, just proceed in the direction from which officers are entering the premises

Information to provide to law enforcement or 911 operator:

- Location of the active assailant
- Number of assailants, if more than one
- Physical description of assailant/s
- Number and type of weapons held by the assailant/s
- Number of potential victims at the location

The first officers to arrive at the scene will not stop to help injured persons. Expect rescue teams comprised of additional officers and emergency medical personnel to follow the initial officers. These rescue teams will treat and remove any injured persons. They may also call upon able-bodied individuals to assist in removing the wounded from the premises.

Once you have reached a safe location or an assembly point, you will likely be held in that area by law enforcement until the situation is under control, and all witnesses have been identified and questioned. Do not leave until law enforcement authorities have instructed you to do so.

Terrorist Attacks & Bomb Threats

Terrorism may involve devastating acts using weapons of mass destruction. These weapons range from chemical agents, biological hazards, radiological or nuclear devices, and other explosives. The primary objective of a terrorist is to create widespread fear.

If there is a terrorist attack, staff and students will be instructed to:

- Stay calm
- Be vigilant--look out for secondary hazards such as falling debris or additional attacks
- Follow the instructions of emergency service personnel

If there is a bomb threat, staff will be instructed to:

- Ask the caller the following questions:
    1. *When is the bomb going to explode?*
    2. *Where is the bomb right now?*
    3. *What kind of bomb is it?*
    4. *What does the bomb look like?*
    5. *Why did you place the bomb?*
    6. *Where are you calling from?*
- Record the exact time and length of the call
- Write down the exact words of the caller
- Listen carefully to the caller's voice and background noise
- After hanging up, call 911 immediately from a hard-wired telephone – do not use cell phones to report a bomb threat

Hostage Situations

In any hostage situation, the primary concern must be the safety of staff and students. Individuals who take hostages are frequently disturbed and the key to dealing with them is to make every attempt to avoid antagonizing them. Communication and demeanor with a hostage taker must be handled by a trained professional in a non-threatening, non-joking manner, always remembering that it may take very little to cause an individual to become violent.

If in a hostage situation, staff will be instructed to:

- When safe, call 911. Identify the work site and give the exact location in the building of the incident. Stay on the phone until law enforcement arrives to assume control of the situation. Staff are to follow the direction of trained law enforcement.

- Not use words such as “hostage,” “captives,” or “negotiate”
- Stay calm
- NOT demonstrate heroics, challenges or confrontation
- Obey all commands
- If possible, initiate a work site lockdown to stabilize areas around the incident and make for an easier evacuation
- School personnel should cooperate with law enforcement
- Keep all radios, television sets, and computers turned off to minimize any possibility that the suspect(s) can hear or see “NEWS REPORTS.”
- Be calm and patient and wait for help. Keep in mind that the average hostage incident lasts approximately six (6) to eight (8) hours, and the average barricade incident lasts approximately three (3) hours. TIME IS ON YOUR SIDE.
- Anticipate a point of law enforcement entry, rescue and how suspects will be apprehended
- Although law enforcement are responsible for establishing rapport, the following is considered informational only if the effort to establish rapport with the suspect is absolutely necessary and appropriate.
    - Provide first name
    - Find out their first name and use first names, including those of other staff members involved in the situation
    - If first names are not known, refer to the hostages(s) as men, women, and children.

If the hostage location is other than the School office, staff will be instructed to:

- Immediately call 911. Identify the address and the situation, providing the exact location of the incident. STAY ON THE LINE UNTIL LAW ENFORCEMENT ARRIVES.
- While on the phone with the 911 dispatcher report the following if known:
    - Number of suspect(s)
    - Names(s) of suspect(s), if known
- Description of suspect(s):
    - Gender
    - Race
    - Weight (e.g. light; lean; heavy; obese) stay away from using pounds
    - Height (e.g. short; medium; tall) avoid using feet/inches
    - Hair
    - Eyes
    - Approximate age
    - Description of clothing

- Anything special or unusual, such as:
    - Scars
    - Tattoos
    - Burn marks
    - Birthmarks
    - Pierced body parts
    - Jewelry
- The exact location of the suspect (building, room) and include North, South, East or West in directions
- The approximate number of staff and/or students in the hostage area
- If weapons or explosive devices involved
- If any shots have been fired. *If yes, describe sound and number of shots fired.*
- Reports of any injuries or emergency medical needs (medication). *Describe the exact location and condition of the victim(s).*
- Any demands the suspect has made
- Any other background information, past problems with suspect, demeanor, possible motive, or vendettas against particular individuals
- Location of the situation:
    - If the hostage situation is on one side of the building, law enforcement will likely want to enter from the other side
    - Inform law enforcement exactly where the hostage situation is located and advise law enforcement what is considered to be the best “other side” entrance for a law enforcement response

While waiting for law enforcement, staff will be instructed to:

- If you can safely communicate by phone, implement lockdown procedures. For this situation, DO NOT set off any alarms as the bell may cause staff to panic and rush into a dangerous area.
- DO NOT EVACUATE until instructed or escorted by law enforcement.
- Complete reports as necessary

Once law enforcement or public safety officials arrive:

- Law enforcement or local public safety officials will need assistance in identifying witnesses. Gather witnesses in a secure location but do not let them talk with one another (to protect the investigation).

Adaptations for Individuals with Disabilities

Evacuation of people with disabilities will be given high priority in all emergencies. School personnel shall familiarize themselves with procedures in order to assist in planning for the evacuation of people with disabilities.

In all emergencies, after an evacuation has been ordered:

- If the situation is life-threatening, call 9-1-1
- Always ASK someone with a disability how you can help BEFORE attempting any rescue technique or giving assistance. Ask how they can best be assisted or moved, and whether there are any special considerations or items that need to come with the person.
- Evacuating a disabled or injured person by only one person with no assistance is a last resort.
- Check on people with special needs during an evacuation
- Do NOT use elevators, unless authorized to do so by the law enforcement or fire personnel. Elevators could fail during a fire, earthquake or flood.

Post-Incident Communication

Public Announcements

When law enforcement or a public safety agency has determined that the emergency situation is under control, a representative of the School will provide a public announcement that the emergency is over.

Notifications of Relatives

The School will designate a school representative to notify relatives of any injured employees in a timely fashion.

Medical Assistance

The School will designate representatives who will engage with emergency responders who provide medical assistance to injured employees, ensuring that all required medical benefits and insurance documentation is provided.

Police Investigation

After law enforcement or a public safety agency has secured the premises, the School will arrange to have designated representatives participate in the law enforcement investigation of the incident, including identifying witnesses and providing requested information and documents.

Pandemic Flu

A pandemic flu is a virulent human flu that causes a global outbreak, pandemic, or serious illness.Because there is little natural immunity, the disease can spread easily from person to person. The School will refer to the guidelines and resources from the Centers for Disease Control and Prevention (CDC) as well as the state and local public health departments in all counties served.

Based on guidance at the federal and state level, the School will work to reduce the spread of the pandemic flu by observing guidelines as applicable to the School setting. Some possible prevention strategies may include:

- Provide flu-prevention supplies to staff such as hand sanitizer with at least 60% alcohol, face masks and disinfectants as needed.
- Identify critical job functions and positions and plan for alternative coverage if needed. The School will develop a plan to support students and staff that need to stay home when sick, and will comply with all federal, state and local laws.
- Separate sick individuals from other staff and visitors if they become ill.
- Plan ways to comply with any social distancing requirements (eg. increasing the space between people to at least 6 feet, or as directed by the local health department).
- Develop a risk-assessment and risk-management process by conducting health screenings for flu-like symptoms during the pandemic.
- Plan ways to continue educating students if School functions and events are primarily virtual. If in-person events are canceled, identify actions needed. Identify the disadvantaged students and establish and implement plans to support their continued education.
- Identify strategies to continue essential student services
- Create and maintain consistent communication with the greater school community. Share plans with the board, staff, students, community providers and all education partners.
- Keep plans current and updated as needed.

Cal/OSHA

In the event that there is a serious illness, injury, exposure, or fatality or if one employee is hospitalized for treatment, Cal/OSHA must be notified. If there is a fatality, Cal/OSHA must be notified within eight (8) hours. In the event of a hospitalization of one of the employees for treatment, Cal/OSHA must be notified within twenty-four (24) hours.

In addition, if the fatality or injury is work-related, the School may have to record the incident within seven (7) calendar days.

To file a report with Cal/OSHA, a school representative will call the 24 hour hotline or contact the nearest OSHA office. https://www.dir.ca.gov/dosh/report-accident-or-injury.html

Local OSHA California State Plan Offices within the school's service area can be found at https://www.osha.gov/contactus/bystate/CA/areaoffice. Some local options would be:

San Diego Area Office

US Department of Labor - OSHA 550 West C Street, Suite 970
San Diego, CA 92101
(619) 557-5030

Media

The School will designate a representative who will respond to any media requests for information. Such representatives will carefully consider the nature of any such requests in order to avoid disclosing information about any person that is considered confidential and protected under Federal and state privacy and medical information laws and regulations and interfering with any ongoing police or internal investigation.

Public Agency Use of School Buildings for Emergency Shelters

No policy exists for the use of school buildings. However, in the event of an emergency shelter request made by a public agency, the School will cooperate with the request.

Learning Period Meeting (LPM)

The purpose of the learning period meeting is for the credentialed Learning Facilitator to meet with the student to provide educational support, assign work, document learning, and to complete other administrative tasks. These meetings occur in private homes and public locations, such as a library.

Typically, the educational rights holder is present for these meetings and is solely responsible for the safety of the student. In the rare occasion when a student is not accompanied by the educational rights holder, the Learning Facilitator or Education Advisor (EA) is required to meet in a public location for the safety of the student.

If, during an LPM, there is an incident that poses a safety threat to the student, the educational rights holder would be responsible to decide the appropriate course of action for their child. If the educational rights holder is not present, the Learning Facilitator/EA will take responsibility for the student's safety.

Responsibilities:

- In the event of a student injury when educational rights holder is not present:
    - Call 911 if student injury requires medical attention
    - If blood or other bodily fluids are present, follow the bloodborne pathogens procedures using the first aid kit provided by the school or at the site. Make sure to utilize proper precautions to prevent exposure by utilizing gloves prior to addressing the injured individual.
    - Contact educational rights holder and allow them to take responsibility once present, Learning Facilitator/EA may offer the use of their first aid kit to the educational rights holder in this event
    - Contact a school Director or the Human Resources department
- In the event of a fire:
    - Instruct students to *Stop, Drop* and *Roll* if their clothing catches on fire (never instruct a student to run when clothes are on fire) and use a blanket, jacket or other available material to extinguish the flames. Starting at the head of the victim, drag the blanket toward the feet, moving the flame away from the face
    - Contact a school Director or the Human Resources department
- In the event of a building fire:
    - Evacuate the building
    - Call 911
    - Follow the direction of local law enforcement and/or first responders at the scene
    - Contact a school Director or the Human Resources department
- Earthquake:
    - Instruct students to implement the *Drop, Cover* and *Hold* procedure:
        - *Drop* to the ground. For those students who are physically unable to drop to the ground, they should remain seated and cover their heads with their arms

and hands
    - *Cover* under or near desks, tables or chairs in a kneeling position with their backs to the windows
    - *Hold* onto table or chair legs
    - Remain in drop position until ground movement ends
- Contact a school Director or the Human Resources department

Protocol for Student Safety for One-on-One Assessments

The following guidelines and expectations are set to ensure school protocol is best communicated and the safety of students and staff are upheld during one-on-one assessments in which the educational rights holder may or may not be present.

Staff Responsibilities

Staff will be expected to:

- Have an awareness of the student's allergies to best prepare (eg. if the student has a peanut allergy, the staff member would refrain from eating/bringing anything containing peanuts)
- Have the educational rights holder's and emergency contact information available
- Know the site's evacuation routes and exits and the site's emergency procedure
- Know the location of the restrooms and have a plan for students' restroom breaks. The staff member will walk the student to the restroom and scan the restroom beforehand to ensure it is safe for the student to use. If the educational rights holder is planning to remain onsite, the staff member can contact the educational rights holder to accompany their child to the restroom. The staff member must stand outside the restroom, not accompany the student into the restroom.
- Develop a plan ahead of time that will ensure the student is never left alone including developing an arrangement with the educational rights holder, allowing time to take a break if needed
- Maintain test security at all times by keeping any school materials in their possession, even during breaks
- Clearly communicate the details of the meeting location, what to bring, and student behavior expectations
- Establish the possible ending time and the expectations of the educational rights holder to

be available to promptly pick up their child. Ask the educational rights holder to provide their child something to do while they're waiting for pick up (eg. a book to read, coloring pages, etc).

Educational Rights Holder Responsibilities

Educational rights holders will be expected to review all student behavior expectations with their student(s), follow the drop-off, break, and pick-up arrangements, provide the name and phone number of an emergency contact, and ensure the person picking up the student is communicated to the school employee.

Student Responsibilities

Students will be expected to follow drop-off and pick-up arrangements, stay with the MY Academy staff at all times, and follow behavior expectations.

Meetups

The School hosts meetups at various venues. Because these venues are public locations, the staff, students, and families in attendance will follow the protocol for emergency evacuations and safety as per the venue's guidelines. The majority of school meetups require educational rights holder participation and therefore all students should be in the care of an educational rights holder. The School establishes a ratio of students and chaperones at each school-sponsored event to ensure the safety of all participants as well as guidelines for field trips where students are dropped off by their educational rights holder(s) and overnight meetups. (See link for current copy of the 1020 Meet Up Policy). In an effort to promote the safety of those in attendance, the development of clear roles of responsibility, collection and organization of emergency student information, and maintenance of first aid kits is outlined as follows:

Events Manager (or designee)

- Serve as lead chaperones and ensure other chaperones follow all responsibilities as outlined in the field trip policy and in the bullets listed below
- Maintain a current list of all chaperones and students on site
- Carry first aid kit to all field trips
- Identify the method of communication between all chaperones in the event of unforeseen events
- Provide a pre-trip email to Learning Facilitator chaperones and educational rights holder chaperones containing information such as: venue safety procedure, health policies if

applicable, behavior expectations, hazards, itinerary, and other related information
- Send permission slips and waivers for students in attendance digitally before the start of the field trip, if applicable
- Digitally collect all permission slips and waivers for students in attendance at drop-off field trips before the start of the field trip
- Ask each family upon arrival if they have completed any applicable health screening that morning and are cleared to attend the field trip (eg. public health requirements), if applicable
- Contact the supervisor in charge in the event of an emergency
- Complete all necessary training
- Support the venue's direction and coordination of emergency response effort during an incident
- Inform educational rights holder of the supervisor's contact information for safety concerns that occur during the trip
- Complete Incident Report as needed for any medical concerns: minor cut, illness, allergic reaction, nose bleed, emotional upset, etc.

Learning Facilitator Chaperones
- Maintain current personal emergency contact information with the school in UKG
- Report safety concerns to the events manager immediately
- Support events manager as needed
- Support the venue's direction and coordination of emergency response effort during an incident
- Take students to events manager or designee for any medical concerns: minor cut, illness, allergic reaction, nosebleeds, emotional upset, etc.

Additional Protocols for Drop Off and Overnight Meet Ups

The following protocol was developed to ensure student safety at field trips in which educational rights holders are not in attendance during the time of the school-sponsored event. These types of trips have been labeled as "Drop Off or Overnight Meet Ups."

Educational Rights Holder

Prior to a drop off/overnight field trip, an email will be sent to each educational rights holder

(chaperones will be CCd on this email) outlining the expectations and procedures for drop off and pick up, details about the meeting location, where to park, a permission slip filled out ahead of time and student behavior expectations.

Educational rights holders will be expected to:

- Review all provided information and explain student behavior expectations to their student(s)
- Follow drop off and pick up procedures
- Complete a permission slip
- Ensure the person picking up the student is listed on the permission slip
- Provide any specific student needs as outlined in an IEP or a 504 plan following the school process for providing this information

Student

For each student, the following will be provided:

- Educational rights holder's name and number
- Emergency contact information-make sure person who is picking up is included

Student will be expected to:

- Follow drop off and pick up procedures
- Stay with the assigned chaperone/group
- Follow behavior expectations

Learning Facilitator Chaperone

The following will be provided to the chaperones by the Event Manager at the beginning of the trip:

- List of students in their group, including:
    - Educational rights holder's name and number (cell)
    - Any IEP/504 accommodations, allergies, behaviors
    - Name of student's assigned Learning Facilitator
    - Emergency contact - ensure pick up person is included
- The school and vendor's emergency evacuation procedures
- Lead chaperone and/or events manager cell phone number - ensure it is programmed into their cell phone
- Group text information in case of an emergency or evacuation
- Check-in and out procedures and their role in the process

Chaperone will be expected to:

- Arrive on time
- Wear MY Academy attire or ID with lanyard to be easily identifiable
- When an educational rights holder arrives, they will check the list and ensure all the student information and educational rights holder contact information is current
- Answer cell phones and texts--a texting group or tool will be used

Events Manager (or designee)

To prepare the following in advance:

- Communicate expectations, procedures, and what to bring for educational rights holders
- Communicate expectations, procedures, and what to bring for chaperones
    - Designate meeting spot with all chaperones in case of an emergency
- Confirm Learning Facilitator chaperones brought their school supplied first aid kit
- Start a texting group with all chaperones prior to the field trip or communication plan is in place
- Clearly communicate expectations to educational rights holders, students, and chaperones in advance
- Provide and collect all necessary information
- Obtain all information related to attending students' IEP or 504 plan from the Learning Facilitator of record and ensure proper support is provided to the student during the field trip.
- Serve as the school's emergency management response.
- Be available the day of the trip to answer questions and troubleshoot.

Planning an Overnight Meet Up

If planning an overnight drop off or non-drop off field trip, the following process must be followed:

1. A completed Overnight Meet Up Review Template is sent to the Assistant Superintendent of Education Services and Extended Learning Coordinator to review and approve.
2. Once approved, the Board Approval Document without signatures will be sent to the Extended Learning Coordinator with a list of names/titles of people who need to sign. The Extended Learning Coordinator will collect required signatures. Once forms are signed, the Extended Learning Coordinator will send a PDF to the Assistant Superintendent of Education Services.

Staff Meetings

In-person staff meetings are conducted at a facility rented by the School and in the MY Academy offices. Because most venues used are public locations, the staff and any additional participants in attendance will follow the protocol for emergency evacuations and safety as per the venue's guidelines. Established emergency evacuation procedures will be followed for all events held in the MY Academy offices.

In an effort to promote the safety of the staff, the development of clear roles of responsibility, collection and organization of emergency staff information, and maintenance of first aid kits are outlined as follows:

Director or Director's Designee

- Maintain a current list of all employees in attendance
- Responsible for supporting the venue or School's direction and coordination of emergency response effort during an incident
- Obtain Site Emergency Plans, if possible
- Obtain Site Emergency Evacuation Map, if possible
- Establish pre-designated evacuation area and exits and clearly mark on site map
- Bring a first aid kit
- Serve as the school's emergency management response

Required Training and Resources:

- Complete SafeSchools training or similar trainings as assigned
- Upon hire, staff will be required to download the following emergency apps to their phone/iPad:
    - Red Cross First Aid
    - Red Cross Earthquake
- First Aid kit, provided by the School

Staff

- Maintain current personal emergency contact information with the School in UKG
- Report safety concerns to the Director immediately
- Follow the emergency plans as directed by the venue or School
- Download, when possible, emergency apps to phone/iPad:
    - Red Cross First Aid

    - Red Cross Earthquake
- Support Director as needed

School Office

The school office is located in a rented facility that has an emergency plan (Appendix B: Facility Sites Utilized by MY Academy - Contact Information). Based on a site map, the School developed emergency evacuation plans. The staff and any additional individuals in attendance will follow the protocol for emergency evacuations and safety as per the following guidelines. In an effort to promote the safety of the staff, the development of clear roles of responsibility, collection of emergency staff information, and maintenance of first aid kits are outlined as follows:

Office Specialist (or Designee*)

- Access to current staff emergency contact information in UKG
- Develop site emergency plans and protocol as well as communicate plans to staff
- Clearly post a site map indicating various evacuation routes and exits within the facility, fire extinguishers, location of the site alarm, and predesignated refuge or safe areas outside
- Ensure the school offices are equipped with the necessary emergency tools (rolling ladders, first aid kits and materials, flashlights, window breakers, etc.)
- Provide staff on-site safety training as needed
- Serve as the school's emergency management response
- Ensure the office temperature control remains within a temperature range recommended by the Occupational Safety and Health Act (OSHA) when staff or students are present. Collaborate with supervisor to relocate staff to a different office space or allow for remote work when this is not possible
- Coordinates a plan with office staff to avoid instances, if feasible, where a staff member is working alone in any office space or storage room. Exceptions to this policy may be granted, contingent upon approval from human resources

**Employees serving as key carriers at the office will also serve as the office specialist's designee in the event of an emergency*

All Additional Office Staff

- Maintain a current personal emergency contact with the school in UKG
- Responsible for following the emergency and safety plans during an incident

Emergency Procedures

In the event that the emergency occurs, all employees are to evacuate the building by following the procedures below.

1. In the event of an emergency, all employees should immediately stop whatever they are doing and quickly and safely exit the building.
2. It is the responsibility of the office specialist or designee to be present at the time of the emergency to see that all employees leave the building promptly and safely.
3. All employees should exit the building by way of the nearest exit or stairwell to the outside.
    a. If the nearest stairwell is blocked by smoke, use the other stairwell. DO NOT USE THE ELEVATOR.
    b. The School will make every attempt to create prior arrangements with staff and individuals with disabilities as needed to assist them in the event of an evacuation.
    c. If the nearest doorway or exit is blocked, and if the emergency calls for immediate evacuation, utilize the window breaker to clear a safe path to the outside.
4. Follow the exit plans. Staff who exit the building first must position themselves far enough away from the building to enable everyone to stand clear of emergency vehicles. The street must be kept clear at all times, so as not to hamper the movement of emergency vehicles into the area.
5. If possible, before leaving the building, the office specialist or designee will call the fire department and leave all doors unlocked to allow the fire department easy access.
6. Once outside the building, the office specialist or designee will:
    a. Confirm that the fire department has been called (911)
    b. Congregate all employees in the parking lot and confirm that all employees and visitors are out of the building.
    c. Designate someone to meet the fire department at the front entrance to provide additional information if necessary.
7. If staff members trained in CPR and rescue breathing are present, they should survey the individuals outside to determine if anyone is in need of first aid. Appropriate aid should then be given.
8. Once outside, do not re-enter until the building is declared safe by the fire department and you are informed to do so by the designee.

School Storage

The school warehouse is located in a rented facility that has an emergency plan listed in Appendix A.

Section 3: Human Resources

Human Resources is responsible for providing staff training and ensuring compliance. Additional SafeSchools training courses are available to be assigned to designated employees depending upon their level of responsibility for upholding the school safety plan and requirements per the law.

First Aid Supplies & Annual Safety Training

First Aid kits are available at the school office, at each site or school event where students and staff are required to gather (i.e. field trips and school-sponsored events), and provided to all staff. The first aid kit contains medical supplies needed in case of minor accidents. An employee is to report to Human Resources if any kit needs more supplies.

Fire extinguishers are accessible at the school office. Fire extinguishers are inspected annually and serviced as required by an outside company.

All staff are instructed to notify a member of the leadership team, the Superintendent of Schools, or Human Resources immediately if there is a work-related or student-related accident or injury.

Staff Safety Training

In addition to the review of the School safety plan, MY Academy staff will be assigned trainings in accordance with applicable state regulations and laws as well as trainings that support the School's effort to increase staff preparedness in the event of an emergency.

In addition to trainings required per the state, staff will be assigned depending upon the employee's role and responsibility at the School.

Bloodborne Pathogens (BBP)

This section pertains to spills and cleanup of blood or other body fluids. It is not a first aid/emergency

response procedure.

Treatment of Students and Staff

Applicable staff will be required to complete a BBP course and will be equipped with a first aid kit. Staff will be instructed to prevent exposure to themselves by utilizing the kits if they must treat another individual. Staff should follow the protocol of the site where the cleanup is needed (school event, field trip, etc.). If cleanup is needed during a Learning Period Meeting, the Learning Facilitator can provide the first aid kit to the educational rights holder for their use. Staff are encouraged to contact human resources when an event requiring the use of their first aid kit is needed for the purposes of treating a serious injury so that the School is aware and first aid kits can be replaced as necessary.

Procedure

1. In the event of a serious injury resulting in the release of blood or other body fluids which could contain pathogens (e.g., HIV or HBV), the first step is to treat the injured party. All personnel will have completed the SafeSchools Bloodborne Pathogens course in order to prevent exposure. Depending upon the severity of the injury, staff are to call 911 and follow the directives given by the emergency response team.
2. Spilled body fluids should not be cleaned up without the appropriate protective equipment and materials specifically designated for such fluids. In the case where spilled body fluids need clean-up, this procedure must be followed if the tools to safely clean-up are available:
    a. If there is a need for a clean up in a public location, school personnel should first inquire if the site has designated an individual responsible.
    b. If there is not a responsible individual at a public location, advise the most senior school employee on duty. They should be aware of the situation, determine if clean up is needed, and designate an individual(s) to clean-up
    c. Clean up the spilled fluids as follows:
        i. Put on protective gloves.
        ii. Spread the absorbent material on the spilled body fluids, (e.g., paper towels) or use the Bloodborne Pathogens Spill kit if available.
        iii. Neutralize the potential pathogens with a 10% bleach-with-water solution or use the solution provided in the Emergency First Responder pack. Cover the spill for 15 minutes.
        iv. Use paper towels to pick up material as best possible. Place all potentially contaminated materials in a leak-proof biohazard plastic bag.
        v. Sweep/mop-up any additional neutralized/absorbed fluids and place in the

leak-proof bag.

vi. Clean sweep/mop materials with hot, soapy water. Lastly, remove gloves from inside-out and place in the bag.

vii. Close the biohazard bag prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping. Contact human resources for more information as the regulations may vary per county.

viii. Wash hands thoroughly in hot, soapy water.

3. After all activity is completed, an Incident Report is to be completed as necessary and submitted to the Director and Human Resources.

Live Scan and Background Checks

The School will perform applicant background checks and employee investigations as required by Education Code section 47605 [b][f], which states that "each employee of the school furnishes the school with a criminal record summary."

Livescan fingerprinting will be required of all job applicants, employees, community providers, and volunteers. Proof of live scan fingerprinting is a requirement of employment and the results must be provided to the School prior to the first day of work. Exceptions to the fingerprinting timeline may be granted by the Superintendent of Schools, when appropriate.

Background checks may also be required of employees whose job duties involve handling of money, valuables or confidential information, or as otherwise deemed prudent by the School. These background checks are performed through a fingerprinting service coordinated by an approved school vendor in conjunction with the California Department of Justice (DOJ), and if applicable the Federal Bureau of Investigation (FBI). If a background check is determined, the individual will be provided a release form from Human Resources which will disclose the reports that will be collected, request the release of liability, and authorize the School to conduct a background check. (See link for current copy of the 4020 Background Check Policy)

Any and all information obtained by the School may be taken into consideration in evaluating one's suitability to serve the School. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not be offered employment and/or may be subject to termination in accordance with applicable law.

The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon such further notification.

Individuals with adverse background information such as certain specific criminal convictions related to the responsibilities of the position of said person's service provided to the School or as defined by Ed Code Sections 45122.1, 45123, and 45124 may be ineligible for employment or service with the School.

The information obtained through background checks is confidential and will be shared only with individuals with an essential business need to know. Records of the live scan and/or background check will be maintained in Human Resources separately from the employee personnel files.

Background Checks May Include:

I. Professional Reference Checking: The post-offer background checks conducted under this policy does not replace the professional reference checking expected to be completed by the Human Resources department. All professional reference calls will be placed to individuals listed as references by the applicant and in places of employment listed on the application.
II. Educational/Credential Verification: The Human Resources department confirms the applicant's claimed educational institution, including the years attended and the degree/diploma/credential received through review of transcripts and referencing the Commission on Learning Facilitator Credentialing database. Human Resources may require official transcripts be provided after hire.
III. Criminal History: Includes review of criminal convictions and probation provided through a Department of Justice live scan screening.
IV. Credit History: Confirms candidate's credit history, if applicable. This search will be run for positions that involve management of the School's funds and/or cash or credit cards.

Live Scan and Background Checks and Discrimination

Information discovered through the background check process will be used solely for the purpose of evaluating a candidate's suitability for employment or service to the School, and will not be used to discriminate against a candidate on the basis on actual or perceived race (including traits historically associated with race, including but not limited to hair texture and protective hairstyles such as braids, locks, or twists), color, creed, actual or perceived gender (including gender identity and gender expression), religion, (all aspects of religious beliefs, observance or practice, including

religious dress or grooming practices), marital status, registered domestic partner status, status as a victim of domestic violence, assault or stalking, age (40 and over), ethnicity, national origin or ancestry (including language use restrictions), citizenship, physical, intellectual or mental disability (including HIV and AIDS), medical condition (including cancer or a record or history of cancer and genetic characteristics), reproductive health decision-making, family or medical leave status, sex (including pregnancy, childbirth, breastfeeding or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status, use of cannabis off the job and away from the workplace or any other consideration made unlawful by federal, state or local laws.

Current Employees Duty to Report Convictions/Pleas

Employees have an ongoing responsibility during their employment to make the School aware of any felony or misdemeanor convictions or pleas which are acknowledgements of responsibility. Any convictions or pleas should be reported to the Human Resources department.

The School may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers, students or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records, including appropriate inquiries about any arrest for which the employee is out on bail. In the event that a background check is conducted, the School will comply with the federal Fair Credit Reporting Act and applicable state laws, including providing the employee with any required notices and forms. Employees subject to an investigation are required to cooperate with the School's lawful efforts to obtain relevant information, and may be disciplined up to and including suspension without pay and/or termination for failure to do so.

Adverse Action Due to Background Check Results for Prospective Employees

If adverse action is probable based in whole or in part on the results of a background check covered by the Fair Credit Reporting Act (FCRA), the individual will receive a copy of the background check report, a pre-adverse action notice, and a document summarizing the candidate's rights under the FCRA. If the offense is not related to a sex, drug or violent conviction, individuals will be permitted to provide responsive information regarding their criminal history, including evidence that they did not commit the offense (in the case of a misidentification), evidence of rehabilitation or character, the length of time since the last criminal conviction, and other extenuating circumstances. The individual will be given five (5) business days to provide this information so as not to halt the recruitment

process for the position. Extensions or exceptions may be provided to the finalist at the sole discretion of the Assistant Superintendent of Human Resources or designee.

If adverse action is taken against the finalist in whole or in part based upon the results of a background check, the individual will receive an Adverse Action Notice indicating that the offer will be rescinded. The individual will also receive a document summarizing the individual's rights under the FCRA.

The following actions outlined in this section are not extended to school community providers. These requirements are only carried out when employment is being considered.

Dress Code

As per Education Code 35183, it is believed that school dress significantly influences pupil behavior. Even though the School does not adopt a schoolwide uniform for students, the School expects apparel worn at school events and meetings to be safe and not to cause undue attention or be reasonably offensive to others. Clothing worn should not be reasonably determined as a threat to the health, safety and educational focus of the school environment. Educational rights holders are asked to monitor the students in their care and counsel them on appropriate choices. Students that violate the School's dress code, may be required to meet with a school administrator and possibly face consequences.

The following are examples of prohibited clothing:

- Printing, logos and/or graphics depicting drugs, alcoholic beverages, tobacco, or messages that are sexually suggestive or disrespectful;
- Clothing with graphics of weapons;
- Clothing or accessories that are indicators of gang involvement or emulation;
- Overly baggy or tight clothing so as to be revealing, or any clothing that exposes the individual inappropriately or can pose a danger to the individual.

The employee handbook outlines the minimum standards of dress, grooming, and hygiene to which all employees and temporary staff are required to adhere.

Requests for an exception to the dress code policy for religious beliefs or practices must be addressed with the Superintendent of Schools or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Uniform Complaint Procedures

It is the policy of the School to comply with applicable federal and state laws and regulations related to uniform complaint procedures ("UCP"). The School is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to board policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs which they are assigned to investigate.
(See https://www.myacademy.org/resources-library/mya-1025-ucp-policy-and-complaint-form/)

Internal Complaint Policy

The purpose of the Internal Complaint Policy is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the Assistant Superintendent of Human Resources, the Superintendent of Schools, or Board of Directors to express their work-related concerns. Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School's Prohibiting Unlawful Harassment, Discrimination, and Retaliation policy. (See link for current copy of the 4055 Internal Complaint Policy and 4060 Prohibiting Unlawful Harassment, Discrimination, and Retaliation Policy)

Section 4: Policies and Regulations Related to Student and Staff Safety

Mandated Reporter

The School is dedicated to providing a safe space for students and to promoting student safety in and out of school. The School will apply and enforce the legal requirements in California for child abuse and neglect reporting. All employees of the School are considered child care custodians (mandated reporters) under California Penal Code Section 11166 and will comply with its provisions. (See link for current copy of the 4035 Mandated Reporter - Child Abuse and Neglect Reporting Policy)

Definitions

1. "Child Abuse" includes the following:
    - A physical injury inflicted by other than accidental means on a child by another person
    - Sexual abuse of a child
    - Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody
    - Unlawful corporal punishment or injury resulting in a traumatic condition
    - Neglect of a child or abuse in out-of-home care
2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors," and "employees of a child protective agency." Mandated reporters include virtually all school employees. The following school personnel are required to report:
    - Learning Facilitators, administrators, supervisors of child welfare and attendance, certificated pupil personnel employees, school psychologists, licensed nurses, counselors, and those classified pupil personnel employees or other classified employees trained in child abuse reporting
3. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation
4. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the director, or the director's designee as soon as possible after the initial verbal report by telephone.

Duty to Report

In conformance with the requirements of the Penal Code 11165.7, any school employee who has knowledge of or observes a child in their professional capacity or within the scope of their employment, whom they know or reasonably suspects has been a victim of child abuse, shall report the known or suspected instance of child abuse to the Sheriff and/or child protective agency immediately or as soon as practically possible by telephone, and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. The mandated reporting duties are required of the individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

For the purposes of this reporting procedure and the Penal Code 11166.1, “reasonable suspicion” means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like situation, drawing when appropriate on their training and experience, to suspect child abuse.

Notified administrators shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and school regulations. At the mandated reporter's request, a supervisor may support them in completing and filing of these forms. However, it is the mandated reporter’s responsibility to report.

If the mandated reporter does not disclose their identity to a supervisor, they shall provide or mail a copy of the written report to the school without their signature or name.

Legal Responsibility and Liability

1. According to P.C. 11166 [c], if a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect is guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to $1,000, or both. If the mandated reporter intentionally conceals their failure to report an incident known by the mandated reporter to be abuse or severe neglect, the failure to report is a continuing offense until a county designated agency to receive mandated reports specified in P.C. 11165.9 discovers the offense.
2. Any supervisor or administrator who violated P.C. 11166 [1], that prohibits impeding others from making a report, shall be punished by not more than 6 months in county jail or by a fine of not more than $1,000, or both.
3. Any mandated reporter who willfully fails to report abuse or neglect, or any person who impedes or inhibits a report of abuse or neglect, where the abuse or neglect results in death or great bodily injury, shall be punished by not more than 1 year in county jail or by a fine of not more than $5,000, or both (P.C. 11166.01 [b]).
4. No mandated reporter shall be civilly or criminally liable for any report required or authorized unless it can be proven that a false report was made and the person knew that the report was false or was made with reckless disregard of the truth or falsity of the report. Any person who makes a report of child abuse or neglect known to be false or with reckless disregard of the truth or falsity of the report is liable for any damage caused (P.C. 11172 [a]).
5. When two or more persons who are required to report have joint knowledge of a suspected

instance of child abuse, and when they do agree, the telephone report may be made by either of them, and a single report made and signed by that person. However, if any person who knows or should know that the designated person failed to make the report, that person then has a duty to do so.

Child Protective Services Hotlines

1. Imperial County: 760-337-7750
2. Orange County: 714-940-1000 -or- 800-207-4464
3. Riverside County: 800-442-4918 (within Riverside County) -or- 800-422-4453 (outside Riverside County)
4. San Diego County: 858-560-2191 -or- 800-344-6000

Sheriff's Offices Contact Information:

1. Imperial County
    - Phone: 442-265-2021
    - Website: http://www.icso.org
2. Orange County
    - Phone: 714-647-7000 or 949-770-6011
    - Website: http://www.ocsd.org
3. Riverside County
    - Phone: 800-950-2444
    - Website: http://www.riversidesheriff.org
4. San Diego County
    - Phone: 858-868-3200
    - Website: http://www.sdsheriff.net

Within 36 hours, a written report must be sent, faxed or submitted electronically. The written report should be completed on state form 8572, which can be downloaded at oag.ca.gov. (Appendix C: Child Abuse Report Form)

Child Abuse Training Requirement

- Per AB 1432, all school employees must annually complete the Mandated Reporter training course within the first six weeks of school or by the sixth week of employment.
- The School will offer a course that is fully compliant with California Assembly Bill 1432 through SafeSchools or a similar system, the school's online training and tracking system

designed specifically for education agency employees.

- The SafeSchools learning management system or a similar system will generate the required reports for proof of completion. Employees should retain a copy of the training certificate for their records.

Sexual Harassment

The School prohibits sexual harassment of school employees and job applicants. The School also prohibits retaliatory behavior or action against employees or other persons who complain, testify or otherwise participate in the complaint process established pursuant to this policy and the administrative regulation. (See link for current copy of the 4060 Unlawful Harassment Discrimination Retaliation Policy and Complaint Form)

The School shall take all actions necessary to ensure the prevention, investigation and correction of sexual harassment, including but not limited to:

1. Per AB 1825 and CA Govt. Code Sec. 12950.1, the School will provide supervisory employees within 6 months of their assumption of a supervisory position 2 hours of interactive sexual harassment training and education and at least one hour of training regarding sexual harassment to all nonsupervisory employees with 6 months from date of hire. Employees will be required to complete sexual harassment training every 2 years thereafter.
2. Publicizing and disseminating all board policies related to harassment to staff and school community.
3. Ensuring prompt, thorough and fair investigation of complaints.
4. Taking timely and appropriate corrective/remedial actions. This may require interim separation of the complainant and the alleged harasser, and subsequent monitoring of developments.

All complaints and allegations of sexual harassment shall be kept confidential to the extent necessary to carry out the investigation or take other subsequent necessary action. Any school employee or job applicant who feels that they have been sexually harassed, or who has knowledge of any incident of sexual harassment by or against another employee, a job applicant or a student, shall immediately report the incident to Human Resources, their supervisor, the director, or the director's designee. An employee may bypass their supervisor in filing a complaint where the supervisor is the subject of the complaint.

An employee who receives a harassment complaint shall promptly notify Human Resources. Complaints of sexual harassment shall be filed.

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

(See links for current copies of these policies: 4060 Unlawful Harassment Discrimination Retaliation Policy and Complaint Form, 1025 Uniform Complaint Policy, and 5015 Title IX Harassment Intimidation Discrimination and Bullying Policy)

Opioid and Fentanyl Use and Overdose Prevention Procedures

The purpose of this section is to protect the health and well-being of all of our students by having procedures in place to prevent and respond to the use and overdose of opioids and fentanyl.

MY Academy will use the following prevention strategies:

- Distribute safety advice to families regarding drug use and overdose prevention.
- Regularly assess the school climate and address gaps as needed.
- Providing training to staff who facilitate field trips, school events, and other student in-person events.

Responding to Possible Overdose

STEP 1: EVALUATE FOR SIGNS OF OPIOID OVERDOSE

Signs of overdose, which often results in death if not treated, include:

- Unconsciousness or inability to awaken.
- Slow or shallow breathing or breathing difficulty such as choking sounds or a gurgling/snoring noise from a person who cannot be awakened.
- Fingernails or lips turning blue/purple.

If an opioid overdose is suspected, stimulate the person:

- Call the person's name.
- If the person does not respond, call 911.

STEP 2: CALL 911 FOR HELP

An opioid overdose needs immediate medical attention. An essential step is to get someone with medical expertise to see the person as soon as possible. If no emergency medical services (EMS) or other trained personnel are on the scene, call 911 immediately. All you have to say is "Someone is unresponsive and not breathing." Be sure to give a specific address and/or description of your location. After calling 911, follow the dispatcher's instructions.

DO'S AND DON'TS WHEN RESPONDING TO OPIOID OVERDOSE

- DO follow the instructions of the 911 dispatcher.
- DO stay with the person and keep the person warm.
- DON'T slap or forcefully try to stimulate the person; it will only cause further injury. If you cannot wake the person, the person may be unconscious.
- DON'T try to make the person vomit drugs that may have been swallowed. Choking or inhaling vomit into the lungs can cause a fatal injury.

Self-Harm/Suicide Policy and Procedures

The school is committed to safeguarding the health and well-being of all students by implementing comprehensive procedures aimed at preventing, assessing, intervening in, and responding to youth suicidal behavior. In accordance with Education Code Section 215, the school will adopt and maintain a student suicide prevention policy, ensuring it reflects any updates to relevant legislation. This policy will encompass best practices for prevention, intervention, and postvention, address the specific needs of high-risk groups, outline suicide awareness and prevention training for staff, and ensure that all school employees act within the scope of their credentials and professional authorization. (See link for a current copy of the 5020 Suicide Prevention Policy).

Expectations of Conduct

The School is committed to protecting its students and staff from the hazards of school and workplace violence, including both physical and verbal threats.

The School recognizes its responsibility to make and enforce all rules and regulations governing employee and student behavior to ensure a safe, learning-conducive environment. The expectation of the Board is for all staff to conduct themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to adhere to appropriate boundaries between staff and students. (For examples of the School's expectations of student, educational rights holder, and employee conduct, see links for current copy of the 4045 Professional Boundaries Policy and 1010 Civility Policy.

The School has a zero tolerance policy toward threats or acts of violence and will take appropriate disciplinary action against students, educational rights holders and employees who engage in such conduct. It is important that all students, educational rights holders and staff understand the conduct expected at the School in order to ensure that all parties feel safe.

Students

The School believes that all students have the right to be educated in a positive learning environment free from disruptions. At school activities, students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program.

Behavior is considered appropriate when students are diligent in study, careful with school property, courteous, and respectful towards Learning Facilitators, other staff, students and volunteers. Every effort is made at each site to ensure students are aware of the expected behaviors at a school organized event.

Parents/Legal Guardians

The school developed a Civility Policy in light of defining the appropriate conduct for parents/legal guardians in relation to school-related interactions as well as a guide to the proper responses in light of a disruption.

Staff

Staff conduct is equally important and must exhibit professionalism at all times. Since we consider all school staff to be representatives of the School, standards of conduct for all staff members are outlined in the employee handbook and define expectations surrounding the following areas:

- Freedom from Violence
- Prohibited Conduct
- Physical Contact with Students and Other Staff Members
- Off-duty Conduct
- Drug and Alcohol Free Workplace and Awareness Program
- Tobacco Free Workplace
- Punctuality and Attendance
- Professionalism
- Dress Code
- Gifts to Employees
- Fee and Cash Collection
- Building Security

For more information about the School's expectation of staff conduct, employees should refer to the employee handbook.

Suspension and Expulsion Procedures

The School reserves the right to suspend or expel students pursuant to the modified policy and procedures established by the governing board. The school will have disciplinary procedures for student academic, interpersonal, and internet conduct. Discipline follows a process of escalating responses to each subsequent violation, with proper notifications and appropriate interventions at each step. Interpersonal communication and conduct, in whatever form or arena it occurs, will be subject to the School's policies that establish: a) expectations for civil and courteous student behavior; b) a process for investigating violations or alleged violations of same; and c) any lawful penalties or interventions to be imposed as a result. Disciplinary procedures for students with disabilities will be addressed by the IEP team in accordance with both federal and state law and the student's IEP.

The Schools' written procedures for ensuring academic integrity and 'netiquette' will be incorporated into the School's student/parent handbook. These terms will be clearly defined (for example, the several forms of plagiarism will be described), and expectations and penalties will be clearly set forth. Penalties are stepped up for each subsequent offense until the student becomes a candidate for expulsion. (Appendix D: Excerpt from MY Academy Charter Petition)

Bullying

The School recognizes the harmful effects of discrimination, harassment, intimidation, and bullying on student learning and works to provide a safe school culture that protects students from physical and emotional harm. Bullying creates a hostile environment in schools if it sufficiently and severely interferes with or limits a student's ability to participate in or benefit from the services, activities, or opportunities offered by the School. The School will establish student safety at all school related functions as a high priority and will not tolerate discrimination, harassment, intimidation, and bullying of any student.

No student or group of students shall, through physical, written, verbal, non-verbal, gestural, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cyber sexual bully, cause bodily injury to, or commit hate violence against any other student or school personnel. This includes acts of discrimination, harassment, intimidation, and bullying related to school activity or school attendance occurring within a school under the jurisdiction of the board and the Superintendent of Schools. (See link for current copy of the 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy)

Note: Pursuant to Education Code 32261 48900 and 48900.2-48900.4, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act. AB 746 (Ch. 72, Statutes of 2011) amended Education Code 32261 AB 1732 (Ch. 157, Statutes of 2012) amended Education Code 48900 to expand the definition of bullying committed by means of an electronic act to include posting of messages on social media networks.

In addition, Penal Code 653.2 makes it a crime for a person to distribute personal identity information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's picture or address online so that they receive harassing messages).

Penal Code 288.2 makes it a crime to send a message to a minor if the message contains matter that is sexual in nature with the intent of seducing the minor (i.e., sexting).

Cyberbullying and cyber sexual bullying is an act of bullying committed through the transmission of a message, text, sound, or image by means of an electronic device, including, but not limited to, a telephone, wireless telephone or other wireless communication device, or computer. Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer,

or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation via a post on a social network Internet Web site, including but not limited to posting to or creating a burn page, creating a credible impersonation of another actual pupil, or creating a false profile. Cyber sexual bullying includes, but is not limited to, focusing on the person's appearance, body parts, sexual orientation, or sexual activity through the use of technology.

Bullying Prevention, Intervention and Reporting

School staff will have access to SafeSchools online trainings related to the professional development of detecting warning signs, effective prevention strategies, and intervention skills.

School staff who witness an act of discrimination, harassment, intimidation, bullying, hazing, or teasing shall take immediate steps to intervene to stop the incident when it is safe to do so (Education Code 234.1.1b) and notify a Director. As appropriate, the Director or the Director's designee, will notify the parents/legal guardians of victims and perpetrators. The Director or the Director's designee also may involve counselors and/or law enforcement as necessary.

Students are encouraged to notify school staff when they are being discriminated against, harassed, intimidated, bullied, hazed, or teased or suspect that another student is being victimized. (See link for current copy of the 5015 Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy)

Hate Crime Reporting

Hate crimes occur when a perpetrator targets a victim because of their membership in a certain social group, usually defined by racial group, religion, sexual orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation.

Hate crimes can take many forms. Incidents may involve, but are not limited to, physical assault, damage to property, bullying, harassment, verbal abuse or insults, or offensive graffiti or letters.

Intervention and Reporting

1. Any student or employee who believes that they are a victim of hate-motivated behavior shall immediately contact the appropriate staff, Director or the Director's designee, or if an employee, Human Resources.
2. Staff who are informed of hate-motivated behavior or personally observe such behavior shall

notify the Director or the Director's designee, or if regarding another employee, Human Resources. Law enforcement will be notified by the Director or the Director's designee if it is determined that a hate-motivated crime occurred.

3. The staff will have access to SafeSchools training to recognize hate-motivated behavior and methods of handling such behavior in appropriate ways.

Notifying Staff of Dangerous Pupils

Per California Ed. Code 49079 and in an effort to ensure the safety of all employees, the school will notify the Learning Facilitator or any additional staff as necessary in writing if a pupil has engaged in, or is reasonably suspected to have engaged in any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 as outlined below:

- Caused, attempted to cause, or threatened to cause physical injury to another person
- Willfully used force or violence upon the person of another, except in self-defense
- Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the
  principal
- Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance, an alcoholic beverage, or an intoxicant of any kind
- Unlawfully offered, arranged, or negotiated to sell a controlled substance, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant
- Committed or attempted to commit robbery or extortion
- Caused or attempted to cause damage to school property or private property
- Stole or attempted to steal school property or private property
- Committed an obscene act or engaged in habitual profanity or vulgarity
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code
- Disrupted school activities or otherwise willfully defied the valid authority of supervisors, Learning Facilitators, administrators, school officials, or other school personnel engaged in the performance of their duties
- Knowingly received stolen school property or private property

- Possessed an imitation firearm which would be a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm
- Committed or attempted to commit a sexual assault or committed a sexual battery
- Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both
- Unlawfully offered, arranged to sell, negotiated to sell, or sold prescription drugs
- Engaged in, or attempted to engage in, hazing. "Hazing" being a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.
- Engaged in an act of bullying. "Bullying" being any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
    - Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
    - Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
    - Causing a reasonable pupil to experience substantial interference with his or her academic performance.
    - Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
    - A pupil who aids or abets the infliction or attempted infliction of physical injury to another person
    - "Electronic act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
        - A message, text, sound, or image.
        - A post on a social network Internet Web site, including, but not limited to:

- Posting to or creating a burn page. "Burn page"
- Creating a credible impersonation of another actual pupil
- Creating a false profile

■ An electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

○ "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

Additional Requirements and Liability as per Ed. Code 49079:

A. A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.

B. An officer or employee of a school who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars ($1,000), or both.

C. Any information received by a Learning Facilitator or staff pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the employee.

School Volunteers

The School recognizes that volunteers provide a variety of services to its students. The governing board of the School, in its discretion, has determined that in order to obtain volunteer assistance, volunteers must be screened as follows:

1. Volunteers who have limited contact with students and who do not require frequent or prolonged contact with pupils must be cleared by the Department of Justice (https://www.meganslaw.ca.gov/) to demonstrate that the volunteer is not a registered sex offender. Volunteers who have limited contact are encouraged to have a tuberculosis test

but TB testing is not mandatory.

2. Community members who make a brief presentation to students (eg. presentation for career day or a one-time presentation), or who serve in an activity in which there will be no contact with students are exempt from the above screening.

As provided in Education Code 45125.1(c), limited contact will be determined by the School upon the totality of circumstances, including factors such as the length of time the volunteers will be in contact with students, whether students will be in proximity where the volunteers will be working, and whether the volunteers will be working by themselves or with others.

APPENDICES

APPENDIX A: School Storage Emergency Plan
Storage Outlet, Escondido

In Case of Emergency:

Property Location:
Storage Outlet-Escondido
1530 E. Grand Ave.
Escondido, CA 92027

Gas Shut Off: None at this location

Electricity: Go into Bldg F. Main electrical panel is located between F013 and F014. On the wall is a gray panel marked "Main". Toggle the switch to OFF.

Water: The shut off valve is located in front of the office between the two yellow poles. Turn off water by placing lever to vertical position.

Gate: To manually operate the gate, remove the top cover of the motor. Flip the power switch from ON to OFF. Remove the fan belt between the motor pulley and gate control pulley. Manually close the gate by pushing the gate. Leave the power switch to OFF. Replace the motor cover. Secure gate with the chain locked with the disc lock.

Phone Numbers:

Police: 911
Fire: 911
Gate: Page supervisor (562)499-2828
Pam Badar: (951)543-3365
La Belle Answer Service: (714)547-8346

EMERGENCIES & INCIDENTS

In the event of an emergency, dial 911 - secure the property (if necessary and/or possible) and notify the District Manager.

Evacuation Plan
Every employee should be aware of the Evacuation Plan for any property that they are working. The Evacuation Plan shows the meeting place for all employees in the event of an emergency. Employees should go to the designated meeting place to ensure that they are all accounted for.

Incident Report
An Incident Report needs to be completed whenever there is an incident on a property. This includes accidents, injuries, property damage and break in's. The Manager should collect all relevant information such as Driver's License numbers, license plate numbers, auto insurance, etc. in order to complete the Incident Report. The Manager should also take any appropriate photographs of the incident.

If there are any witnesses to the event, their contact information should be included on the Incident Report.

Any additional information should be collected to complete the details of the incident. This should include gate code records, police reports, and video review. Video footage from the DVR should be reviewed, and if necessary, the relevant video footage should be uploaded the facility Dropbox. If the Dropbox is full or the file is too large, download the data onto the company flash drive (this should be done immediately as the DVi will only store 30 days of video footage).

Incidents need to be reported to the District Manager immediately, and the Incident Report and photographs emailed when completed.

Incident Reports are for PRP use only and should not be shared with customers, the media, or the public.

Video Recording
For help on retrieving video recording click here.

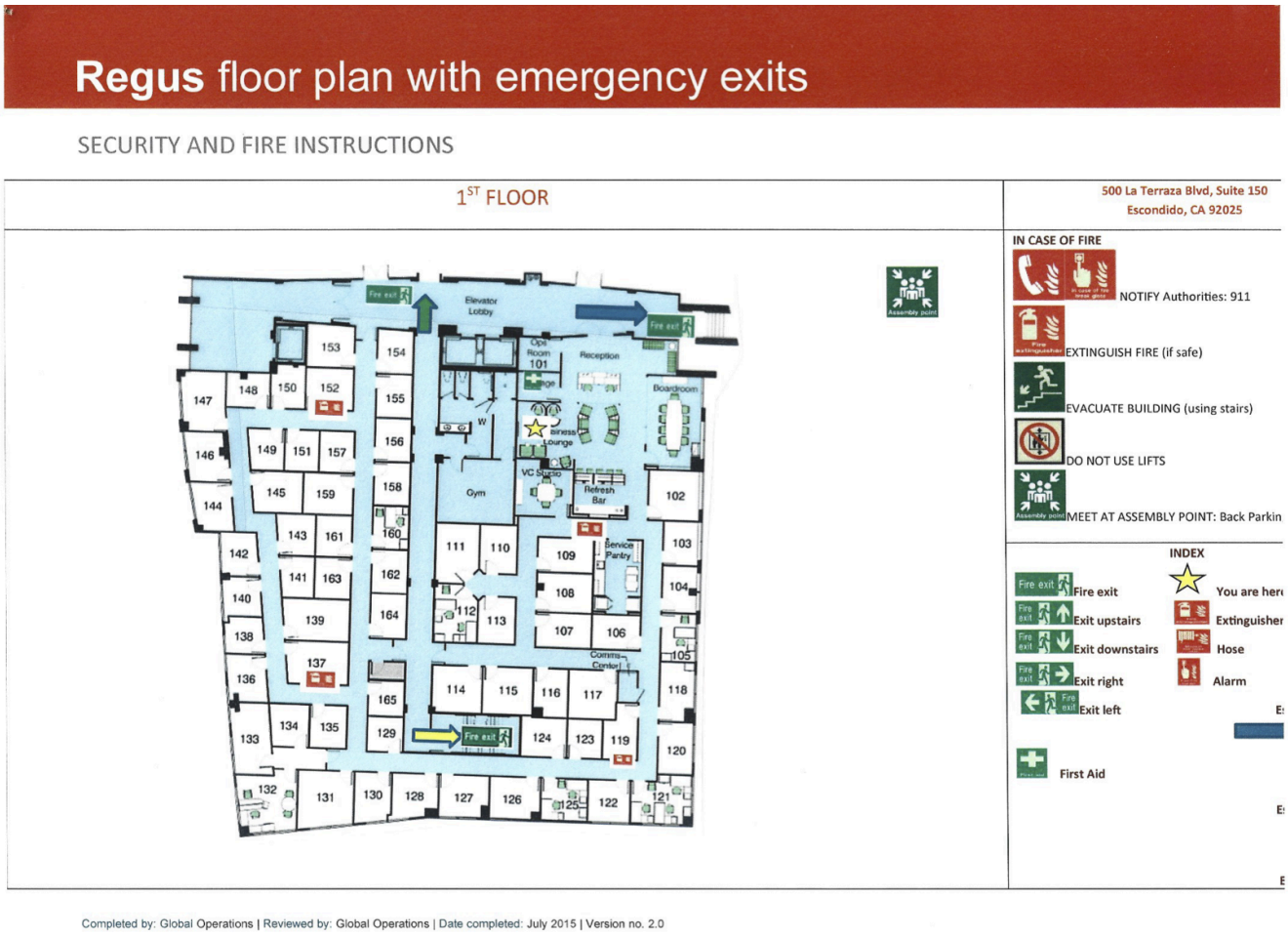
Break In's
The tenant is responsible to contact the police department and make a report. The manager should take photographs if possible, and complete the Incident Report.

The Incident Report and photos should be emailed to the District Manager when completed.
Incident Reports are for PRP use only and should not be shared with customers.

Police/Investigation
In most cases, PRP cooperates and works with law enforcement agencies whenever they're conducting an investigation. However, in the event of an investigation by any law-enforcement agency, employees should contact the District Manager for specific direction.

Powered by BoardOnTrack

Regus Emergency Plan



APPENDIX B: Facility Sites Utilized by MY Academy - Contact Information

Site Name	Regus - Escondido - La Terraza Corporate Plaza
Purpose	MY Academy Office
Location	150 La Terraza Blvd Ste 150 Escondido CA 92025
Phone	(619) 343-2048
Property Owner	Regus
Property Management Company's Address and Contact Information	150 La Terraza Blvd Ste 150 Escondido CA 92025
Property Manager Contact Information	Jennifer Howes

Site Name	Storage Outlet - Escondido
Purpose	MY Academy Storage
Location	1530 E Grand Ave, Escondido, CA 92027
Phone	(760) 230-0039
Contact Information	escondido@storageoutlet.net

APPENDIX C: CHILD ABUSE REPORT FORM

STATE OF CALIFORNIA
BCIA 8572
(Rev. 04/2017)

DEPARTMENT OF JUSTICE
Page 1 of 2

SUSPECTED CHILD ABUSE REPORT
(Pursuant to Penal Code section 11166)

Print Form | Clear Form

To Be Completed by Mandated Child Abuse Reporters
PLEASE PRINT OR TYPE

CASE NAME: _____
CASE NUMBER: _____

A. REPORTING PARTY

NAME OF MANDATED REPORTER	TITLE	MANDATED REPORTER CATEGORY
REPORTER'S BUSINESS/AGENCY NAME AND ADDRESS Street City Zip		DID MANDATED REPORTER WITNESS THE INCIDENT? ☐ YES ☐ NO
REPORTER'S TELEPHONE (DAYTIME)	SIGNATURE	TODAY'S DATE

B. REPORT NOTIFICATION

☐ LAW ENFORCEMENT ☐ COUNTY PROBATION ☐ COUNTY WELFARE / CPS (Child Protective Services) — AGENCY

ADDRESS Street City Zip	DATE/TIME OF PHONE CALL
OFFICIAL CONTACTED - NAME AND TITLE	TELEPHONE

C. VICTIM One report per victim

NAME (LAST, FIRST, MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip			TELEPHONE
PRESENT LOCATION OF VICTIM	SCHOOL	CLASS	GRADE
PHYSICALLY DISABLED? ☐ YES ☐ NO	DEVELOPMENTALLY DISABLED? ☐ YES ☐ NO	OTHER DISABILITY (SPECIFY)	PRIMARY LANGUAGE SPOKEN IN HOME
IN FOSTER CARE? ☐ YES ☐ NO	IF VICTIM WAS IN OUT-OF-HOME CARE AT TIME OF INCIDENT, CHECK TYPE OF CARE: ☐ DAY CARE ☐ CHILD CARE CENTER ☐ FOSTER FAMILY HOME ☐ FAMILY FRIEND ☐ GROUP HOME OR INSTITUTION ☐ RELATIVE'S HOME		TYPE OF ABUSE *(CHECK ONE OR MORE)*: ☐ PHYSICAL ☐ MENTAL ☐ SEXUAL ☐ NEGLECT ☐ OTHER (SPECIFY) _____
RELATIONSHIP TO SUSPECT	PHOTOS TAKEN? ☐ YES ☐ NO		DID THE INCIDENT RESULT IN THIS VICTIM'S DEATH? ☐ YES ☐ NO ☐ UNK

D. OTHER INVOLVED PARTIES

OTHER SIBLINGS

NAME BIRTHDATE SEX ETHNICITY
1. _____
2. _____

NAME BIRTHDATE SEX ETHNICITY
3. _____
4. _____

VICTIM'S PARENTS/GUARDIANS

NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip	HOME PHONE		BUSINESS PHONE
NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip	HOME PHONE		BUSINESS PHONE

SUSPECT

SUSPECT'S NAME (LAST, FIRST. MIDDLE)	BIRTHDATE OR APPROX. AGE	SEX	ETHNICITY
ADDRESS Street City Zip			TELEPHONE
OTHER RELEVANT INFORMATION			

E. INCIDENT INFORMATION

IF NECESSARY, ATTACH EXTRA SHEET(S) OR OTHER FORM(S) AND CHECK THIS BOX ☐ IF MULTIPLE VICTIMS, INDICATE NUMBER: _____

DATE/TIME OF INCIDENT	PLACE OF INCIDENT
NARRATIVE DESCRIPTION (What victim(s) said/what the mandated reporter observed/what person accompanying the victim(s) said/similar or past incident's involving the victim(s) or suspect)	

DO NOT submit a copy of this form to the Department of Justice (DOJ). The investigating agency is required under Penal Code section 11169 to submit to DOJ a Child Abuse or Severe Neglect Indexing Form BCIA 8583 if (1) an active investigation was conducted and (2) the incident was determined to be substantiated.

SUSPECTED CHILD ABUSE REPORT
(Pursuant to Penal Code section 11166)

DEFINITIONS AND GENERAL INSTRUCTIONS FOR COMPLETION OF FORM BCIA 8572

All Penal Code (PC) references are located in Article 2.5 of the California PC. This article is known as the Child Abuse and Neglect Reporting Act (CANRA). The provisions of CANRA may be viewed at: http://leginfo.legislature.ca.gov/faces/codes.xhtml (specify "Penal Code" and search for sections 11164-11174.3). A mandated reporter must complete and submit form BCIA 8572 even if some of the requested information is not known. (PC section 11167(a).)

I. MANDATED CHILD ABUSE REPORTERS

Mandated child abuse reporters include all those individuals and entities listed in PC section 11165.7.

II. TO WHOM REPORTS ARE TO BE MADE ("DESIGNATED AGENCIES")

Reports of suspected child abuse or neglect shall be made by mandated reporters to any police department or sheriff's department (not including a school district police or security department), the county probation department (if designated by the county to receive mandated reports), or the county welfare department. (PC section 11165.9.)

III. REPORTING RESPONSIBILITIES

Any mandated reporter who has knowledge of or observes a child, in his or her professional capacity or within the scope of his or her employment, whom he or she knows or reasonably suspects has been the victim of child abuse or neglect shall report such suspected incident of abuse or neglect to a designated agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof ***within 36 hours*** of receiving the information concerning the incident. (PC section 11166(a).)

No mandated reporter who reports a suspected incident of child abuse or neglect shall be held civilly or criminally liable for any report required or authorized by CANRA. Any other person reporting a known or suspected incident of child abuse or neglect shall not incur civil or criminal liability as a result of any report authorized by CANRA unless it can be proven the report was false and the person knew it was false or made the report with reckless disregard of its truth or falsity. (PC section 11172(a).)

IV. INSTRUCTIONS

SECTION A – REPORTING PARTY: Enter the mandated reporter's name, title, category (from PC section 11165.7), business/agency name and address, daytime telephone number, and today's date. Check yes/no whether the mandated reporter witnessed the incident. The signature area is for either the mandated reporter or, if the report is telephoned in by the mandated reporter, the person taking the telephoned report.

IV. INSTRUCTIONS (*continued*)

SECTION B – REPORT NOTIFICATION: Complete the name and address of the designated agency notified, the date/time of the phone call, and the name, title, and telephone number of the official contacted.

SECTION C – VICTIM (One Report per Victim): Enter the victim's name, birthdate or approximate age, sex, ethnicity, address, telephone number, present location, and, where applicable, enter the school, class (indicate the teacher's name or room number), and grade. List the primary language spoken in the victim's home. Check the appropriate yes/no box to indicate whether the victim may have a developmental disability or physical disability and specify any other apparent disability. Check the appropriate yes/no box to indicate whether the victim is in foster care, and check the appropriate box to indicate the type of care if the victim was in out-of-home care. Check the appropriate box to indicate the type of abuse. List the victim's relationship to the suspect. Check the appropriate yes/no box to indicate whether photos of the injuries were taken. Check the appropriate box to indicate whether the incident resulted in the victim's death.

SECTION D – INVOLVED PARTIES: Enter the requested information for Victim's Siblings, Victim's Parents/Guardians, and Suspect. Attach extra sheet(s) if needed (provide the requested information for each individual on the attached sheet(s)).

SECTION E – INCIDENT INFORMATION: If multiple victims, indicate the number and submit a form for each victim. Enter date/time and place of the incident. Provide a narrative of the incident. Attach extra sheet(s) if needed.

V. DISTRIBUTION

Reporting Party: After completing form BCIA 8572, retain a copy for your records and submit copies to the designated agency.

Designated Agency: ***Within 36 hours*** of receipt of form BCIA 8572, the initial designated agency will send a copy of the completed form to the district attorney and any additional designated agencies in compliance with PC sections 11166(j) and 11166(k).

ETHNICITY CODES

1 Alaskan Native	6 Caribbean	11 Guamanian	16 Korean	22 Polynesian	27 White-Armenian
2 American Indian	7 Central American	12 Hawaiian	17 Laotian	23 Samoan	28 White-Central American
3 Asian Indian	8 Chinese	13 Hispanic	18 Mexican	24 South American	29 White-European
4 Black	9 Ethiopian	14 Hmong	19 Other Asian	25 Vietnamese	30 White-Middle Eastern

APPENDIX D: INVOLUNTARY REMOVAL PROCESS
EXCERPT FROM MY ACADEMY CHARTER PETITION

ELEMENT 10: SUSPENSION/EXPULSION PROCESS

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

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

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

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

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

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). - California Education Code Section 47605(b)(5)(J).

As indicated above, MY Academy has never expelled a student and it has a 0% expulsion rate.

The MY Academy Pupil Suspension and Expulsion Policy has been established in order to promote learning, provide for the safety of students, staff, and visitors to MY Academy and serve the best interests of students and their parents or guardians. The establishment of this policy followed a review of procedures and listed offenses applicable to students attending non-charter public schools. Compliance with the procedures set forth in this section of this Charter shall be the only processes for MY Academy to involuntarily dismiss, remove or otherwise exclude a student who attends MY Academy from further attendance at MY Academy for any reason, including but not limited to, disciplinary causes.

A student identified as an individual with disabilities or for whom MY Academy has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. MY Academy will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom MY Academy has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as MY Academy's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. MY Academy staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

MY Academy administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request.

Corporal punishment shall not be used as a disciplinary measure against any student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property. Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is:

A. related to school activity;
B. related to school attendance occurring at MY Academy or any other school; or
C. related to a Charter School sponsored event.

A student may be suspended or expelled for acts that are enumerated below and occur at any time including but not limited to the following:

1) while on school grounds;
2) while going to or coming from school;
3) during the lunch period, whether on or off the school campus;
4) during, or while going to or coming from a school-sponsored activity.

Enumerated Offenses

MY Academy wishes to preserve flexibility in the discipline process and pursue alternative discipline options in lieu of suspension whenever possible. However, the Charter School may proceed with expulsion of a student for any of the offenses included on the Discretionary list below committed at a charter school site or at a charter school activity off school grounds unless otherwise stated.

A. Discretionary Suspension and Recommendation for Expulsion Offenses

Students may be suspended from school or recommended for expulsion for any of the following acts when it is determined the pupil:

a) Either:
1. Caused, attempted to cause, or threatened to cause physical injury to another person.
2. Willfully used force or violence upon the person of another, except in self- defense.
3. Assault or battery (Penal Code section 240 and 242).

b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object.

c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.

d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.

e) Committed or attempted to commit robbery or extortion.

f) Caused or attempted to cause damage to school property or private property.

g) Stole or attempted to steal school property or private property.

h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.

i) Committed an obscene act or engaged in habitual profanity or vulgarity.

j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.

k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, learning facilitators, administrators, school officials, or other school personnel engaged in the performance of their duties. A pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion.

l) Knowingly received stolen school property or private property.

m) Possessed an imitation firearm. As used in this section, "imitation firearm" means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil.

For purposes of this subdivision, "hazing" does not include athletic events or school-sanctioned events.

r) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

i) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

(1) Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

(2) Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.

(3) Causing a reasonable student to experience substantial interference with his or her academic performance.

(4) Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by MY Academy.

ii) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(l) A message, text, sound, video, or image.

(2) A post on a social network Internet Web site including, but not limited to:

(a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.

(b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (I) above. "False profile" means a profile of a fictitious

pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii) An act of cyber sexual bullying.

(1) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the
depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(2) For purposes of this clause, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

iv) Notwithstanding the above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

v) "Reasonable pupil" for purposes of this subsection means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

s) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

t) As used in this section, "school property" includes, but is not limited to, electronic files and databases.

u) For a pupil subject to discipline under this section, the Program Director may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil's specific misbehavior.

v) In addition to the reasons specified above, a pupil may be suspended from school or recommended for expulsion from school if the Program Director or Designee determines that the pupil has committed sexual harassment as defined in Ed. Code section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic

performance or to create an intimidating, hostile, or offensive educational environment. This section shall not apply to pupils enrolled in kindergarten and grades 1 to 3, inclusive.

w) In addition to the reasons set forth above, a pupil in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion from school if the Program Director or Designee determines that the pupil has caused, attempted to cause, threatened to cause, or participated in an act of, hate violence, as defined in subdivision (e) of Education Code section 233.

x) In addition to the grounds specified above, a pupil enrolled in any of grades 4 to 12, inclusive, may be suspended from school or recommended for expulsion from school if the Program Director or Designee determines that the pupil has intentionally engaged in harassment, threats, or intimidation, directed against school personnel or pupils, that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of either school personnel or pupils by creating an intimidating or hostile educational environment.

y) In addition to the grounds specified above, a pupil may be suspended from school or recommended for expulsion if the superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has made terroristic threats against school officials or school property, or both.

1) For the purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars ($1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school district property, or the personal property of the person threatened or his or her immediate family.

z) Causing serious physical injury to another person, except in self-defense.

aa) Assault or battery, as defined in Sections 240 and 242 of the Penal Code, upon any school employee.

2. Immediate Suspension and Mandatory Recommendation for Expulsion Offenses

1) Possessing, selling, or furnishing a firearm, as defined below. E.C. 48915(c)(l)

2) Brandishing a knife[1] at another person. E.C. 48915(c)(2)

3) Unlawfully selling a controlled selling a controlled substance listed in Health and Safety Code section 11053 et seq. E.C. 48915(c)(3)
4) Committing or attempting to commit a sexual assault or committing a sexual battery,
as defined in the enumerated offenses above. E.C. 48915(c)(4)
5) Possession of an explosive[2]. E.C. 48915(c)(5)

[1]As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade fitted primarily for stabbing, a weapon with a blade longer than 31/2 inches, a folding knife with a blade that locks into place, or a razor with an unguarded blade.
[2]As used in this section, the term "explosive" means "destructive device" as described in Section 921 of Title 18 of the United States Code.

C. Suspension Procedure

The following suspension procedures shall be followed:

1. Suspensions for violations of the offenses listed in the "Discretionary Suspension and Recommendation for Expulsion Offenses" stated herein shall be for no more than five consecutive days.

2. The total number of days for which a pupil may be suspended from school shall not exceed twenty (20) schooldays.

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded by an informal conference conducted by the Program Director or Designee with the student and, whenever practical, his or her parent and the learning facilitator, supervisor or MY Academy employee who referred the student to the Program Director or Designee. For suspensions of fewer than 10 days, the charter school shall provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present his or her side of the story.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. Notice and the opportunity for the student to respond shall be provided before the suspension begins. The conference may be delayed only if the Program Director or Designee determines that an emergency situation exists. An "emergency situation" is one that presents a clear and present danger to the lives, safety, or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. In the event the conference is delayed due to an emergency, the conference shall be held within (2) two school days unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with MY Academy officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

For suspensions of 10 days or more, MY Academy shall do both of the following:

a) Provide timely written notice of the charges against the pupil and an explanation of the pupil’s basic rights. The notice shall contain a clear statement that no pupil shall be involuntarily removed by MY Academy for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the expulsion hearing procedures before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the hearing procedures, the pupil shall remain enrolled and shall not be removed until MY Academy issues a final decision on the matter. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions for fewer than 10 days.

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

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or Designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date and time the student may return to school following

suspension. This notice shall state the specific offense committed by the student. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Upon a recommendation of Expulsion by the Program Director or Designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Program Director or Designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. However, if the student's parent or guardian initiates the expulsion hearing process, as indicated above, the student must remain enrolled and may not be removed until a final decision is issued by MY Academy.

D. Expulsion Procedures

Students will be recommended for expulsion after the Program Director or Designee conducts an investigation process by gathering written statements, meeting with witnesses, and conducting a pre-expulsion conference with the student and family. For acts included on the mandatory recommendation for expulsion list, the Program Director or Designee will automatically issue an expulsion if the evidence indicates that the student engaged in conduct included on the mandatory recommendation for expulsion list. Where a student has been charged with an offense on the list of discretionary expulsion offenses, a recommendation for expulsion by the Program Director or Designee will be based on one or both of the following findings:

1. Other means of conduct support and correction are not feasible and have repeatedly failed to bring about an improvement in conduct.
2. Due to the nature of the violation, the presence of the student causes a continuing danger to the health and/or safety of the student, other students in the schools, and/or faculty.

Upon this determination, the student will be suspended, pending the results of an expulsion hearing. The Program Director's or Designee's recommendation to expel the student will satisfy all the procedural requirements stated herein.

E. Expulsion Hearing - Rules and Regulations

For any recommendation of expulsion, MY Academy shall do both of the following:

a) Provide timely written notice of the charges against the pupil and an explanation of the pupil's basic rights. The notice shall contain a clear statement that no pupil shall be involuntarily removed by MY Academy for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform him or her of the right to initiate the expulsion hearing procedures before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the hearing procedures, the pupil shall remain enrolled and shall not be removed until MY Academy issues a final decision on the matter. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated.

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

The hearing will be presided over by an administrative panel (three to five impartial individuals) appointed by the Program Director. A document will be prepared by the Program Director or Designee that includes a full description of the reasons for the expulsion, including dates, previous conferences and actions taken, and events.

MY Academy's Board of Directors shall establish rules and regulations MY Academy governing procedures for the expulsion of pupils. These procedures shall include, but are not necessarily limited to, all of the following:

1. The pupil shall be entitled to a hearing to determine whether the pupil should be expelled. An expulsion hearing shall be held within 30 school days after the date the principal determines that the pupil has committed any of the acts enumerated herein, unless the pupil requests, in writing, that the hearing be postponed. The adopted rules and regulations shall specify that the pupil is entitled to at least one postponement of an expulsion hearing, for a period of no more than 30 calendar days. Any additional postponement may be granted at the discretion of the principal. The administrative panel shall make its decision to expel within 3 school days after the hearing's conclusion.

2. If compliance by the administrative panel with the time requirements for the conducting of an expulsion hearing and a decision to expel is impracticable during the regular school year, the principal or the principal's designee may, with the consent of the student or the student's parent or guardian, extend the time period for the holding of the expulsion hearing for an additional five schooldays. Upon

the commencement of the hearing, all matters shall be pursued and conducted with reasonable diligence and shall be concluded without any unnecessary delay.

2.1. Written notice of the hearing shall be forwarded to the pupil at least 10 calendar days before the date of the hearing. The notice shall include all of the following:

2.2. The date and place of the hearing.

2.3. A statement of the specific facts and charges upon which the proposed expulsion is based.

2.4. A copy of the disciplinary rules of the school that relate to the alleged violation.

2.5. A notice of the parent, guardian, or pupil's obligations pursuant to Ed. Code section 48915.1(b).

2.6. Notice of the opportunity for the pupil or the pupil's parent or guardian to appear in person or to be represented by legal counsel or by a non-attorney adviser, to inspect and obtain copies of all documents to be used at the hearing, to confront and question all witnesses who testify at the hearing, to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf, including witnesses. In a hearing in which a pupil is alleged to have committed or attempted to commit a sexual assault as specified in subdivision (n) of Section 48900 or to have committed a sexual battery as defined in subdivision (n) of Section 48900, a complaining witness shall be given five days' notice before being called to testify, and shall be entitled to have up to two adult support persons, including, but not limited to, a parent, guardian, or legal counsel, present during his or her testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. This subdivision shall not preclude the person presiding over an expulsion hearing from removing a support person whom the presiding person finds is disrupting the hearing. If one or both of the support persons is also a witness, the provisions of Section 868.5 of the Penal Code shall be followed for the hearing. This section does not require a pupil or the pupil's parent or guardian to be represented by legal counsel or by a non-attorney adviser at the hearing.

For purposes of this section, "legal counsel" means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

For purposes of this section, "non-attorney adviser" means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the pupil or pupil's parent or guardian to provide assistance at the hearing.

3. The administrative panel shall conduct a hearing to consider the expulsion of a pupil in a session closed to the public, unless the pupil requests, in writing, at least five days before the date of the hearing, that the hearing be conducted at a public meeting. Regardless of whether

the expulsion hearing is conducted in a closed or public session, the administrative panel may meet in closed session for the purpose of deliberating and determining whether the pupil should be expelled. Due to the requirement to conduct closed session deliberations and the Brown Act public meeting requirements with which MY Academy has voluntarily agreed to comply, the administrative panel for an expulsion hearing shall not include more than one member of the Charter School board of directors.

3.1. If the administrative panel admits any other person to a closed deliberation session, the parent or guardian of the pupil, the pupil, and the counsel of the pupil also shall be allowed to attend the closed deliberations.

3.2. If the hearing is to be conducted at a public meeting, and there is a charge of committing or attempting to commit a sexual assault as defined in subdivision (n) of Ed. Code section 48900 or to commit a sexual battery as defined in subdivision (n) of Ed. Code section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no
alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.

4. If the administrative panel decides not to expel, the expulsion proceedings shall be terminated, and the pupil immediately shall be reinstated and permitted to return to the classroom instructional program from which the expulsion referral was made. The decision not to recommend expulsion shall be final.

5. If the administrative panel determines to expel, findings of fact in support of the recommendation shall be prepared. All findings of fact and recommendations shall be based solely on the evidence adduced at the hearing.

6. The decision of the administrative panel to expel a pupil shall be based upon substantial evidence relevant to the charges adduced at the expulsion hearing or hearings. The administrative panel may, upon a finding that good cause exists, determine that the disclosure of either the identity of a witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the administrative panel. Copies of these sworn declarations, edited to delete the name and identity of the

witness, shall be made available to the student recommended for expulsion and his or her representative.

7. A record of the hearing shall be made. The record may be maintained by any means, including electronic recording, so long as a reasonably accurate and complete written transcription of the proceedings can be made.

8. Technical rules of evidence shall not apply to the hearing, but relevant evidence may be admitted and given probative effect only if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs. A decision of the administrative panel to expel shall be supported by substantial evidence showing that the pupil committed any of the acts enumerated in this policy.

9. In hearings that include an allegation of committing or attempting to commit a sexual assault as defined in subdivision (n) of Ed. Code section 48900 or to commit a sexual battery as defined in subdivision (n) of Ed. Code section 48900, evidence of specific instances, of a complaining witness's prior sexual conduct is to be presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before the person conducting the hearing makes the determination on whether extraordinary circumstances exist requiring that specific instances of a complaining witness's prior sexual conduct be heard, the complaining witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

10. Final action to expel a pupil shall be taken only by the administrative panel in a public session. Written notice of any decision to expel or to suspend the enforcement of an expulsion order during a period of probation shall be sent by the principal or his or her designee to the pupil or the pupil's parent or guardian.

11. The MY Academy board of directors of MY Academy shall maintain a record of each expulsion, including the cause for the expulsion. Records of expulsions shall be non-privileged, disclosable public records.

11.1. The expulsion order and the causes for the expulsion shall be recorded in the pupil's mandatory interim record and shall be forwarded to any school in which the pupil subsequently enrolls upon receipt of a request from the admitting school for the pupil's school records.

F. Decision of the Panel

The final decision by the administrative panel will be made within 3 school days following th conclusion of the hearing.

The administrative panel will make one of two determinations:

1. Uphold the expulsion.
2. Determine the expulsion was not within MY Academy's guidelines and overturn it.

Following the final decision of the administrative panel, the administrative panel will send written Findings of Fact to the parent that contain the following information:

1. The outcome of the hearing and the decision of the administrative panel
2. The specific offenses committed by the student for any of the acts listed in the above "Reasons for Suspension and/or Expulsion" section (if expulsion is decided)
3. Notification of the family's responsibility to inform any new district in which the student seeks to enroll of the student's status with MY Academy (if expulsion is decided)
4. Reinstatement eligibility review date (if expulsion is decided)
5. A copy of the rehabilitation plan (if expulsion is decided)
6. The type of educational placement during the period of expulsion (if expulsion is decided)
7. Pupils who are expelled shall be responsible for seeking alternative education programs

G. Alternative Education

Pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County for their school district of residence. The school shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

H. Rehabilitation Plans

Students who are expelled from MY Academy shall be given a rehabilitation plan upon expulsion as developed by the administrative panel at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to MY Academy for readmission.

I. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of MY Academy's Board of Directors following a meeting with the CEO or designee and the pupil and guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The CEO or designee shall make a recommendation to MY Academy's Board of Directors following the meeting regarding his or her determination. The pupil's readmission is also contingent upon MY Academy enrollment capacity at the time the student seeks readmission.

J. Notice of Expulsion to Last Known District of Residence

MY Academy shall, in accordance with Education Code § 47605(d)(3), notify the superintendent of the school district of the pupil's last known address within 30 days of expulsion, and shall, upon request of the district, provide the district with a copy of the student's cumulative record, including a transcript of grades or report card and health information.

K. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses:

1. MY Academy must also provide the victim a room separate from the hearing room for the complaining witness's use prior to and during breaks in testimony.
2. At the discretion of the person or panel conducting the hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
3. The person conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
4. The person conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
5. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the person presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The person conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.

6. If one or both of the support persons is also a witness, MY Academy must present evidence that the witness's presence is both desired by the witness and will be helpful to the school. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.

L. Probation

The administrative panel, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to a school, class, or program that is deemed appropriate for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the administrative panel's determination as to whether the pupil has satisfactorily completed the rehabilitation program.

The administrative panel shall apply the criteria for suspending the enforcement of the expulsion order equally to all pupils, including individuals with exceptional needs as defined in California Ed. Code Section 56026.

During the period of the suspension of the expulsion order, the pupil is deemed to be on probationary status.

The administrative panel may revoke the suspension of an expulsion order if the pupil commits any of the acts enumerated in Ed. Code section 48900 or violates any of the school's rules and regulations governing pupil conduct. When the administrative panel revokes the suspension of an expulsion order, a pupil may be expelled under the terms of the original expulsion order. Upon satisfactory completion of the rehabilitation assignment of a pupil, the administrative panel shall reinstate the pupil in the school and may also order the expungement of any or all records of the expulsion proceedings.

The pupil shall be notified of the final order, in writing, either by personal service or by certified mail. The order shall become final when rendered.

The Program Director or Designee shall send a copy of the written notice of the decision to expel to the school district of student's last known residence, within thirty (30) days.

Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

As a member of the Sonoma County Charter SELPA, MY Academy will immediately notify them and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student who MY Academy or SELPA would be deemed to have knowledge that the student had a disability.

1. Services During Suspension

Students with disabilities suspended and/or placed in an interim alternative setting shall continue to receive services so as to provide FAPE and enable the student to continue to participate in the general education curriculum and to progress toward meeting the goals set out in the child's IEP/504. Any discipline that includes removal from school for more than ten (10) consecutive days, including placement in an interim alternative educational setting, constitutes a change in placement and a manifestation determination shall be conducted.

An IEP or 504 meeting is required within ten (10) days of initial suspension or placement in an interim alternative educational setting.

2. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, MY Academy, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504, any learning facilitator observations, and any relevant information provided by the parents to determine:

a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or

b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504.

If MY Academy, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If MY Academy, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

a. Conduct a functional behavioral assessment or a functional analysis assessment, and implement a behavioral intervention plan for such child, provided that MY Academy had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;

b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

c. Return the child to the placement from which the child was removed, unless the parent and MY Academy agree to a change of placement as part of the modification of the behavioral intervention plan.

If MY Academy, the parent, and relevant members of the IEP/504 team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a result of the failure to implement the IEP/504, then MY Academy may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

3. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or MY Academy if it believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or MY Academy, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer or until the expiration of the forty-five-day (45) time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and MY Academy agree otherwise.

4. Special Circumstances

MY Academy personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Program Director or Designee may remove a student to an interim alternative educational setting for not more than forty-five (45) days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;

b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function;
or

c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

5. Interim Alternative Educational Setting

The student's interim alternative educational setting or change of placement shall be determined by the student's IEP/504 team. A change of placement is a removal from education for more than ten (10) consecutive days or a pattern of removal, even if for less than ten (10) days. For effective change of placement, there first need be:

a. Notice
b. Manifestation determination
c. Continued receipt of special education services

6. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the District's disciplinary procedures may assert the procedural safeguards granted under these procedures only if MY Academy had knowledge that the student was disabled before the behavior occurred.

MY Academy shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to MY Academy supervisory or administrative personnel, or to one of the child's learning facilitators, that the student is in need of special education or related services; or

2. The parent has requested an evaluation of the child; or

3. The child's learning facilitator, or other MY Academy personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If MY Academy knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If MY Academy had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. MY Academy shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by MY Academy pending the results of the evaluation.

MY Academy shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Coversheet

Approval of 2025-2026 Memorandum of Understanding (MOU) with San Diego Afghan Connections Cultural Center

Section: IX. Education/Student Services
Item: A. Approval of 2025-2026 Memorandum of Understanding (MOU) with San Diego Afghan Connections Cultural Center
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
2025-26 MOU San Diego Afghan Connections Cultural Center - For Board Approval - 2025.10.02.pdf

BACKGROUND:

The proposed Memorandum of Understanding (MOU) with Motivated Youth Academy (MYA) and the San Diego Afghan Connections Cultural Center (SDACCC) formalizes a collaborative partnership to expand educational access and support services for at-promise youth, refugees, and Special Immigrant Visa holders. Under this agreement, MYA will provide eligible SDACCC referrals with equitable access to free public education culminating in a high school diploma, along with information on and participation in community-based events. SDACCC will offer referred MYA students resources such as ESL instruction, tutoring, case management, and career development. Both organizations will coordinate through designated points of contact, share relevant data in compliance with FERPA, and actively participate in each other's events to strengthen engagement. Approval of this MOU will enable MYA to broaden its outreach, enhance student support, and deepen community connections for populations facing significant educational and socio-economic barriers.

RECOMMENDATION:

It is recommended the Board approve the Memorandum of Understanding (MOU) with San Diego Afghan Connections Cultural Center (SDACCC) and Motivated Youth Academy (#1628).

Fiscal Impact: None

MEMORANDUM of UNDERSTANDING

Between **SAN DIEGO AFGHAN CONNECTIONS CULTURAL CENTER** and **MOTIVATED YOUTH ACADEMY**

1) Purpose of Memorandum

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between Motivated Youth Academy (MY Academy/MYA) and San Diego Afghan Connections Cultural Center (SDACCC). This MOU will document the details of their partnership.

2) Description of Partner Agencies

MY Academy is a flex-based California public charter school. MYA has been supporting successful student outcomes through independent study programs since 2014. The school has a full six year accreditation from the Western Association of Schools and Colleges (WASC). MY Academy offers a unique approach to education that combines the flexibility of online learning with the benefits of personalized face-to-face instruction. The design of MYA's "No Walls Approach" is for students seeking both virtual and in-person learning. Teachers meet students once per week, in person, in the communities where students live at mutually agreed upon public locations such as libraries, community centers, career centers and tribal halls. The foundation of these one on one meetings are MYA's core values; All Are Welcome, We Celebrate The Small Things, We Choose Hope, We Are Servant Leaders, Feedback Is Critical, We Pursue Gratitude.

Implementing an Enriched Virtual model of instruction each student has access to individualized curriculum, personalized teacher guidance, and scheduling flexibility. MYA allows students to learn at their own pace while receiving one on one support from credentialed teachers. This setup is designed to meet the needs of students who choose a more personalized educational experience compared to traditional classroom settings.

MYA focuses on serving At-Promise youth and young adults. Enrollment includes many students who have experienced significant barriers in accessing public education. The school has Dashboard Alternative School Status (DASS) indicating at least 70% of the student population has been identified as members in one of twelve high risk student groups. MY Academy enrolls traditional age students in grades 6-12 and young adults age 19-24 seeking to earn a high school diploma.

SDACCC provides services in the social, cultural, educational, civil, and charitable sectors for all marginalized and low-income groups. These include, but are not limited to, the following: social and cultural programs, referral to partner organizations for services such as immigration, employment, driving classes, computer classes, English classes, childcare classes, assistance in obtaining a driver's permit and license, assistance in completing County, PCG, and other forms, CPR classes, food distribution, and consultancy.

3) Roles and Responsibilities

It is agreed by, and between, partners as follows:

MY Academy will:

□ Provide MY Academy resources and support to eligible student referrals from SDACCC.

□ Provide information on community-based events and provide registration opportunities to referrals from SDACCC.

□ Provide equitable access for eligible SDACCC referrals to free public education culminating in a high school diploma.
□ Support SDACCC by attending partner sponsored community-based events.
□ Provide student contact information as needed, to meet with mutual clients, in accordance with FERPA.
□ Provide access to data on dual relationship clients, in accordance with FERPA.

SDACCC will:
□ Provide SDACCC resources and support to participant referrals from MY Academy.
□ Provide information on SDACCC community-based events.
□ Support MY Academy by attending partner sponsored community-based events.
□ Provide participant contact information as needed, to meet with mutual participants.
□ Provide data on dual relationship clients.

4) Both organizations will:
Identify a single point of contact for communication with the other about this partnership:
● MY Academy: Bill Dobson, Director, bdobson@myacademy.org or their designee
● SDACCC: Mumtaz Momand, Executive Director, mumtazz_momand@yahoo.com or their designee

5) Timeline
The roles and responsibilities under this MOU will be in effect for 12 months from the time of execution. At the end of the 12 months, MY Academy and xxxxx will meet to review the terms and conditions and address any concerns from both parties. Upon meeting, both parties may choose to renew the current MOU.
Any extensions or addendums must be made in writing and agreed upon by both parties.

6) Conditions and Termination
● Either organization may terminate this MOU at any time by giving 30 days written notice to the other organization.
● Neither organization shall share client information with any person or organization outside of the respective organizations with written notice and consent.

7) Commitment to Partnership
We, the undersigned, have read and agree with this Memorandum of Understanding.
Motivated Youth Academy:

_____	_____	_____
Name	Title	Date

SDACCC:

_____	_____	_____
Name	Title	Date