MY Academy

Regular Meeting of the Board of Directors

Published on August 8, 2025 at 4:56 PM PDT
Amended on August 8, 2025 at 5:15 PM PDT

Date and Time

Thursday August 14, 2025 at 9:00 AM PDT

Location

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

Join by telephone or via the Zoom conferencing link below:

Dial by your location
+16694449171,,6224484724# US
+12532158782,,6224484724# US (Tacoma)

Meeting ID: 622 448 4724

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

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REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY
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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 will be read by Michelle Jones on behalf of Motivated Youth Academy		Michelle Jones	2 m
IV.	**Approve/Adopt Agenda**			**9:05 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 August 14, 2025. Roll Call Vote:			

	Purpose	Presenter	Time

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

V. Approve Minutes — 9:06 AM

A. Approve the Minutes of the Regular Board Meeting — Approve Minutes — 1 m

It is recommended that the Board approve the Minutes of the Regular Meeting of the Board of Directors that was held on July 10, 2025

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

Approve minutes for Regular Meeting of the Board of Directors on July 10, 2025

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 — 9:07 AM

A. Completion of the Board Evaluation — Discuss — Bill Dobson — 5 m

		Purpose	Presenter	Time
B.	Update Priority 1 Local Indicators 2023-24 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency	FYI	Bill Dobson	1 m

The Data Reporting Office, Analysis, Measurement & Accountability Reporting Division California Department of Education informed Motivated Youth Academy the release of this information was delayed due to the staff demographic data release. They hope to release the 23-24 TAMO data by **late August**. This data will be shared with the Board when it becomes available.

C.	Motivated Youth Academy Action Plan and Growth Map	FYI	Bill Dobson	3 m
D.	Smart Goals 2025-2026 for Bill Dobson	FYI	Bill Dobson	3 m
E.	Annual Director/CEO Evaluation Planning	FYI	Bill Dobson	3 m
F.	Legislative Update	FYI	Bill Dobson	3 m

VIII. Board Governance — 9:25 AM

A.	Approval of 2025-2026 Motivated Youth Academy Board Meeting Calendar and Schedule	Vote	Bill Dobson	1 m

It is recommended the Board approve the revised 2025-2026 Motivated Youth Academy Board Meeting Calendar and Schedule.

Fiscal Impact: None.

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

IX. Consent — 9:26 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. Approval of Check Register - July 2025
2. Approval for Keyn Solutions purchase of Keeper Software (Renewal)
3. Approval of Bitdefender antivirus/anti-malware service

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

1. Approval of 2025-2026 Memorandum of Understanding (MOU) between KRA Corporation, Access Inc., and Motivated Youth Academy (Renewal)
2. Approval of 2025-2026 Memorandum of Understanding (MOU) between Southern California American Indian Resource Center (SCAIR) and Motivated Youth Academy (Renewal)
3. Approval of Loom Annual Subscription (Renewal)
4. Approval of Buffer Annual Subscription (Renewal)
5. Approval of 2025-2026 Master Plan for English Learners

C.	Consent - Personnel Services	Vote	Board President	1 m

1. Approval of Certificated Personnel Report
2. Approval of the Revision to the 2025-2026 Employee Handbook

D.	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 _____

X. Education/Student Services — 9:30 AM

		Purpose	Presenter	Time
A.	Approval of 2025-26 Memorandum of Understanding (MOU) between Human Migration Institute (HMI) and Motivated Youth Academy	Vote	Bill Dobson	2 m

It is recommended the Board approve the Memorandum of Understanding (MOU) between Human Migration Institute (HMI) 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 _____

		Purpose	Presenter	Time
B.	Approval of San Diego County District Attorney's office Memorandum of Understanding (MOU)	Vote	Bill Dobson	2 m

It is recommended the Board approve the updated Memorandum of Understanding (MOU) between San Diego County District Attorney's office 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 _____

XI. Personnel Services **9:34 AM**

		Purpose	Presenter	Time
A.	Approval of Data Reporting Coordinator New Stipend Position	Vote	Bill Dobson	2 m

It is recommended that the Board approve the Data Reporting Coordinator New Stipend Position for Motivated Youth Academy (#1628).

		Purpose	Presenter	Time

Fiscal Impact: $12,000.00

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

B.	Approval of Educational Reporting Facilitator New Stipend Position	Vote	Bill Dobson	2 m

It is recommended that the Board approve the Educational Reporting Facilitator New Stipend Position for Motivated Youth Academy (#1628).

Fiscal Impact: $12,000.00

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

XII. Calendar

The next scheduled regular meeting of the Board of Directors will be held on September 11, 2025.

XIII. Comments — 9:38 AM

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

XIV. Closing Items — 9:45 AM

A.	Adjourn Meeting	Vote	Board President	1 m

	Purpose	Presenter	Time

Roll Call Vote:
William Hall
Michael Humphrey
Steve Fraire
Peter Matz
Larry Alvarado
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 will be read by Michelle Jones on behalf of Motivated Youth Academy

Section: III. Land Acknowledgment
Item: A. Land Acknowledgment will be read by Michelle Jones on behalf of Motivated Youth Academy
Purpose:
Submitted by:
Related Material: Land Acknowledgement 2025-26.pdf

Land Acknowledgement

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 Luiseno, Cahuilla, Cupeno, 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

Approve the Minutes of the Regular Board Meeting

Section:	V. Approve Minutes
Item:	A. Approve the Minutes of the Regular Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Regular Meeting of the Board of Directors on July 10, 2025

DRAFT

MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time
Thursday July 10, 2025 at 9:00 AM

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

Meeting ID: 622 448 4724

One tap mobile
+13462487799,,6224484724# US (Houston)
+16694449171,,6224484724# US

Teleconference Locations:
1545 Apache Drive
Chula Vista, CA 91910

1185 Calle Dulce
Chula Vista, CA 91910

1420 E. Palomar St.
Chula Vista, CA 91913

25 Kingston Court E.
Coronado, CA 92118

39251 Camino Las Hoyas
Indio, CA 92203

MISSION STATEMENT

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Directors Present

L. Alvarado (remote), M. Humphrey (remote), P. Matz (remote), S. Fraire (remote), W. Hall (remote)

Directors Absent

None

Guests Present

B. Dobson (remote), G. Lenz (remote), M. Jones (remote), M. Lato (remote), T. DeJesus (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 Jul 10, 2025 at 9:00 AM.

B. Record Attendance

II. Approve/Adopt Agenda

A. Approve Agenda

M. Humphrey made a motion to Approve the Agenda.
L. Alvarado seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

III. Approve Minutes

A. Minutes of the Regular Meeting of the Board of Directors that was held on June 18, 2025

L. Alvarado made a motion to approve the minutes from Regular Meeting of the Board of Directors on 06-18-25.
M. Humphrey seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

IV. Consent

A. Consent - Business/Financial Services

B. Consent - Education/Student Services

C. Consent - Personnel Services

L. Alvarado made a motion to Approve consent items A through C.
M. Humphrey seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

L. Alvarado	Aye
S. Fraire	Aye
P. Matz	Abstain

Roll Call

W. Hall	Aye
M. Humphrey	Aye

V. Personnel Services

A. Approval of a One-Time Retention Bonus

S. Fraire made a motion to Approve the One-Time Retention Bonus.
M. Humphrey seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

S. Fraire	Aye
L. Alvarado	Aye
P. Matz	Abstain
M. Humphrey	Aye
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 9:26 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

Completion of the Board Evaluation

Section: VII. Correspondence/Proposals/Reports
Item: A. Completion of the Board Evaluation
Purpose: Discuss
Submitted by:
Related Material: MYA Annual Board Evaluation 2024-25.pdf

Annual Board Evaluation
2024-2025
July 10, 2025

Board Members: Kindly use the dropdown and select your initial for the box that corresponds with your evaluation selection.

Issue/Concept	Complete	In Progress	Little/No Progress	Not Applicable
A Solid Foundation				
The school has a well drafted charter contract with its sponsoring agencies.	PM BH MH LA SF			
School has well-drafted articles and bylaws.	PM BH MH LA SF			
The school's legal and financial status are clear and well understood.	PM BH MH LA SF			
Appropriate liability insurance and risk management practices are maintained at all times.	PM BH MH LA SF			
School has developed a long-term/strategic plan such as a WASC report that is reviewed and revised on an annual basis.	PM BH MH LA SF			
Long-term plans are translated into annual action plans/goals in a document such as the LCAP.	PM BH			

	MH LA SF			
Board Operations/Relations				
Board members understand their legal and ethical responsibilities (duty of care/loyalty, conflict of interest).	PM BH MH LA SF			
New board members are oriented and fully briefed prior to being seated.		PM MH LA		BH SF
Board is composed of individuals with a broad and appropriate range of expertise and experience. The Board seeks outside counsel for matters beyond its expertise.	PM BH MH LA SF			
Board member selection process ensures a broad and appropriate range of expertise and experience.	BH SF	PM MH LA		
The Board conducts annual self-evaluation.	PM BH LA SF	MH		
Meetings are well planned with clear agendas focused on appropriate policy and action items.	PM BH MH LA SF			
The Board president is a strong, capable meeting facilitator.	PM MH LA SF	BH		
The Board president has developed meeting norms.	PM MH SF	BH		

Meetings are conducted pursuant to common ground rules (eg. Robert's Rules) that are well understood by all members.	PM BH MH LA SF			
Individual board members prepare for meetings and participate constructively.	PM BH MH SF	LA		
Meeting minutes record each board meeting and are distributed promptly on the school's website after each meeting.	PM BH MH LA SF			
Relationship w/CEO				
The Board develops performance goals and evaluates CEO performance each year.	PM BH MH LA SF			
The Board has clear understanding with staff regarding where board responsibility should be to support and maximize the functioning of the schools.	PM BH MH LA SF			
The Board has established a plan for succession in the event the CEO leaves/retires.	PM BH SF	MH LA		
Personnel and Staffing				
The Board has adopted/approved a comprehensive set of personnel policies that are in line with all applicable state/federal laws & regulations. Policies are updated and an annual review will be conducted.	PM BH LA SF			
Clear job descriptions and staffing plans are in place.	PM BH MH			

July 2025

	LA SF			
Budget and Finance				
The Board adopts an annual budget that maximizes the school's resources in support of mission/vision.	PM BH MH PM	LA		
The Board monitors the budget throughout the year via monthly updates, first interim budget and second interim budget.	PM BH MH LA SF			
The Board contracts with an independent auditor each year, reviews the audit report, and takes any needed follow-up action.	BH PM MH LA SF			
The Board has adopted a three year financial plan in coordination with the school's overall three year plan (WASC, LCAP).	PM BH MH SF	LA		
The Board has adopted a comprehensive set of fiscal management and control policies.	PM BH MH LA SF			
The Board has adopted/approved the school's curriculum and instructional programs.	BH PM MH LA SF			
The Board has adopted/approved student achievement goals/standards.	PM BH MH LA SF			

A broad based assessment system is in place to measure progress toward instructional goals/standards.	PM BH MH LA SF			
The instructional program is in alignment with the state requirements and terms of charter.	PM BH MH LA SF			
Student assessment data is assembled in a comprehensive, coherent fashion, presented to the board, and reviewed and analyzed in-depth on a regular basis.	PM BH MH LA SF			
The school reports on student achievement to charter granting agencies on a regular basis as part of the ongoing oversight and renewal process.	PM BH MH LA SF			

Board Member Comments on Strengths:

PH- This is an extremely cohesive board with a strong focus on supporting all My Academy staff and programs. The level of consensus observed is rare, and the background experiences of the individual members combine to form a powerful team.

MH-There is a great camaraderie among the Board members. We all enjoy our interactions with staff, parents and students

BH - The board is committed to the work of MYA to reach students who, for whatever reason, have experienced failure in the traditional school setting, but see completing their education as an avenue to leading successful, fulfilling lives.

SF- The board of My Academy demonstrates strong communication skills and brings together a wide range of experience from different areas of public school administration. There is always a positive and constructive approach to problem solving and a consistent focus on student wellbeing.

Board Member Comments on Areas of Growth and Future Needs:

PH- It has been a long time since we've needed to replace a My Academy board member. For that reason, the board member selection process and the orientation plan for new board members need to be revisited.

MH - Pete said it well

BH - I agree with Pete. Also, developing ideas to promote and maintain a positive working relationship with our sponsoring district and with the Mountain Empire community, including the Native American tribes.

LA - training for Board Members in the area of basic tech/compute skills is needed. We violate the Brown Act by not knowing how to respond to the individual sender among other things that delay our meeting such as logging into zoom etc.

SF- Continue to foster and maintain the positive partnership with our authorizing district. In addition, as in the past, monitor all compliance areas and be aware of possible financial shifts from CDE. As mentioned, the new board member selection process should be revisited.

Coversheet

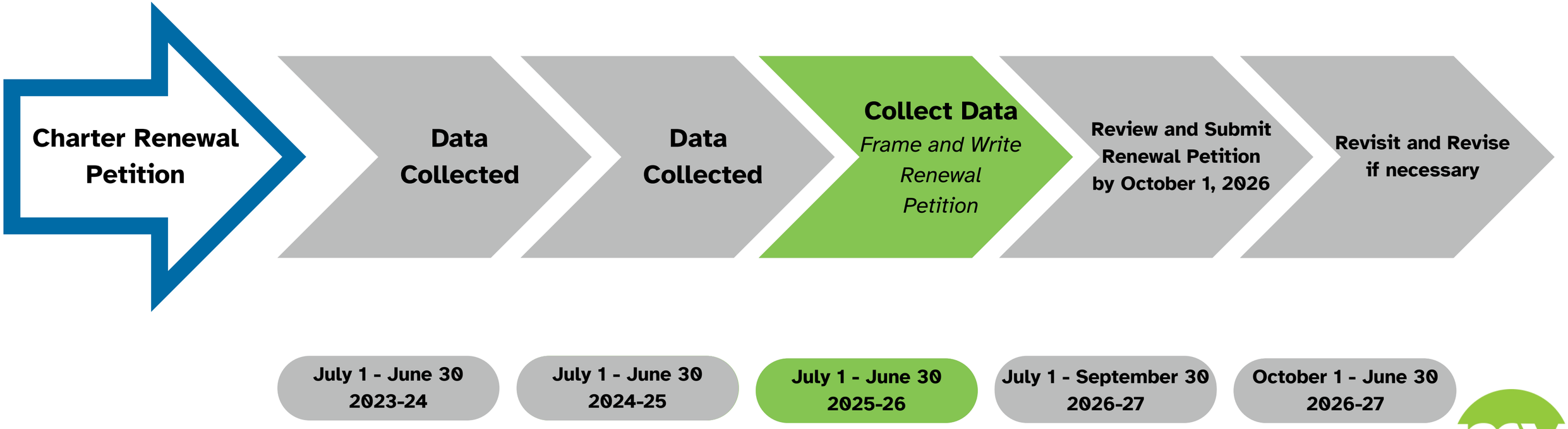
Motivated Youth Academy Action Plan and Growth Map

Section: VII. Correspondence/Proposals/Reports
Item: C. Motivated Youth Academy Action Plan and Growth Map
Purpose: FYI
Submitted by:
Related Material: MYA Action Plan and Growth Map 2025-26.pdf



ACTION PLAN and GROWTH MAP

Timeline - Charter Renewal



Timeline - Western Association of Schools and Colleges (WASC) Accreditation



Timeline - Dashboard Alternative School Status (DASS) Renewal



Annual Timeline - 2024-2027 Local Control and Accountability Plan (LCAP)

Fall

- Implementation
- Budget Oversight
- Progress Monitoring
- Establish Educational Partner Advisory Committees

Winter/ Spring

- Goal Analysis
- Mid Year Update
- Budget Overview for Parents

Spring

- LCAP Development
- Engage Educational Partners
- Public Hearing
- Board Approval

Goal 1 - Increase Academic Achievement

Improve the academic achievement of all students through effective instruction, a challenging and engaging curriculum and aligned assessments in language arts, mathematics and reading comprehension to promote student progress of all students, including English Learners, other unduplicated student groups, and students with disabilities.

State Priorities

Priority 1 - Basic Conditions
Priority 2 - State Standards
Priority 4 - Pupil Achievement
Priority 7 - Course Access
Priority 8 - Other Pupil Outcomes

Actions

- Focus on holistic development of students through MY PLAN
- Diverse resources ensure equitable access to education
- Positive outcomes: improved academic progress, reduced chronic absenteeism
- Initiatives foster supportive learning environment for students growth

Metrics

- Course Completion Rate
- Graduation Rate
- CAASPP scores- ELA, Math, Sci
- EL reclassification rate
- Access to curriculum & credentialed teachers
- Parsec Education- Distance from Standard vs. Enrollment Length metric

Goal 2 - Positive School Climate

Promote a high attendance rate and a positive school climate by providing high-quality teachers, best practices, and interventions to ensure student engagement and success of all students, including English Learners, other unduplicated student groups, and students with disabilities.

State Priorities

Priority 1 - Basic Conditions
Priority 2 - State Standards
Priority 4 - Pupil Achievement
Priority 5 - Pupil Engagement
Priority 6 - School Climate

Actions

- Positive school climate, boosted student engagement, reduced absenteeism.
- High attendance rate and increased ADA
- Regular interactions positively impacted key metrics: absenteeism, suspensions.
- Implemented mental health support systems, professional development initiatives.

Metrics

- Attendance Rate
- Expulsion Rate
- Suspension Rate
- Chronic Absenteeism Rate
- Access to credentialed teachers

Goal 3 - Communication with Educational Partners

Establish connections and partnerships with families and community to increase engagement, involvement, and ensure safety and satisfaction to support student learning and achievement of all students, including English Learners, other unduplicated student groups, and students with disabilities.

State Priorities

Priority 3 - Parental Involvement
Priority 5 - Pupil Engagement
Priority 6 - School Climate

Actions

- Enhanced parental involvement, boosted survey response rates
- Relationship-building efforts led to higher family satisfaction
- Support services ensured high levels of connection and safety

Metrics

- Attendance Rate
- Expulsion Rate
- Suspension Rate
- LCAP Input Survey
- School Safety Plan and Training
- Parent and Family Engagement

Goal 4 - Graduation - College & Career Preparation

Ensure all students, including English Learners, other unduplicated student groups, and students with disabilities, are on-track to graduate from high school and have access to College and Career Readiness

State Priorities

Priority 1 - Basic Conditions
Priority 2 - State Standards
Priority 4 - Pupil Achievement
Priority 5 - Pupil Engagement
Priority 6 - School Climate
Priority 7 - Course Access
Priority 8 - Other Pupil Outcomes

Actions

- Collaboration with community organizations drive progress towards goals
- Monitoring system identifies struggling students, offers interventions
- High-quality instruction fosters college and career readiness
- Guidance counselor ensures necessary interventions, broad course study

Metrics

- Graduation Rate
- Course Completion Rate
- Access to broad curriculum
- College and Career Indicator (CCI) Rates



ANY QUESTIONS?

Coversheet

Smart Goals 2025-2026 for Bill Dobson

Section: VII. Correspondence/Proposals/Reports
Item: D. Smart Goals 2025-2026 for Bill Dobson
Purpose: FYI
Submitted by:
Related Material: Smart Goals 2025-26.pdf

my academy
MOTIVATED YOUTH ACADEMY

SMART Goals 2025-26 for Bill Dobson

August 14, 2025

Visit Our Website
www.myacademy.org





Goal #1

I will collaborate with the Board, Charter Impact representatives, and Educational Partners to ensure Motivated Youth Academy is working toward maintaining good fiscal health, which includes a balanced budget with no deficit spending, cash flow of no less than 15 days per month, and a projected fund balance of 10%, being attentive to the implications of possible state deferrals, while meeting the academic needs of MYA students and the and social/emotional needs of all Educational Partners.



Evidence of Goal #1

- Monthly monitoring of projected Revenues
- Monthly monitoring of projected Expenses
- Monthly monitoring of projected Fund Balance
- Monthly monitoring of projected Cash on Hand

Goal #2

Every month I will collaborate with MYA staff and Educational Partners to increase the % of students meeting the Alternative Metrics for Charter Renewal in the DASS MOU with MEUSD that states

"In accordance with Education Code Section 47607(c)(7), when reviewing the Charter School's renewal petition, the District shall consider the following as "alternative metrics" applicable to Charter School based upon the student population served:"



Evidence of Goal #2

Attendance Rates:

- 85% or higher

Graduation Rates:

- 85% Graduation Rate - 19-24 year old student population
- 90% Graduation Rate - Traditional School-aged student population

Course Completion Rates:

- 85% or higher

College/Career Indicators for WIOA Students:

- The Charter School shall monitor Workforce Innovation and Opportunity Act ("WIOA") students' post-secondary internships and employment opportunities through an agreement with the KRA Corporation or similar provider. The Charter School will work with KRA to monitor individuals for one year after graduation from the Charter School and exiting the WIOA program.





Goal #3

Every month I will collaborate with MYA staff, Educational Partners, and community agencies throughout San Diego County to increase student enrollment by 10%, focusing on high-risk student groups having Dashboard Alternative School Status (DASS).

Evidence of Goal #3

24/25 Enrollment	24/25 ADA	Date	25/26 Enrollment	25/26 ADA
196	N/A	Track F Day 1		N/A
251	223.78	Census Day		
292	238.63	P-1		
327	251.80	P-2		
343	277.09	Track F Day 175		



Any Questions?

Coversheet

Annual Director/CEO Evaluation Planning

Section: VII. Correspondence/Proposals/Reports
Item: E. Annual Director/CEO Evaluation Planning
Purpose: FYI
Submitted by:
Related Material: Annual Director Evaluation Planning August 14, 2025.pdf

my academy
MOTIVATED YOUTH ACADEMY

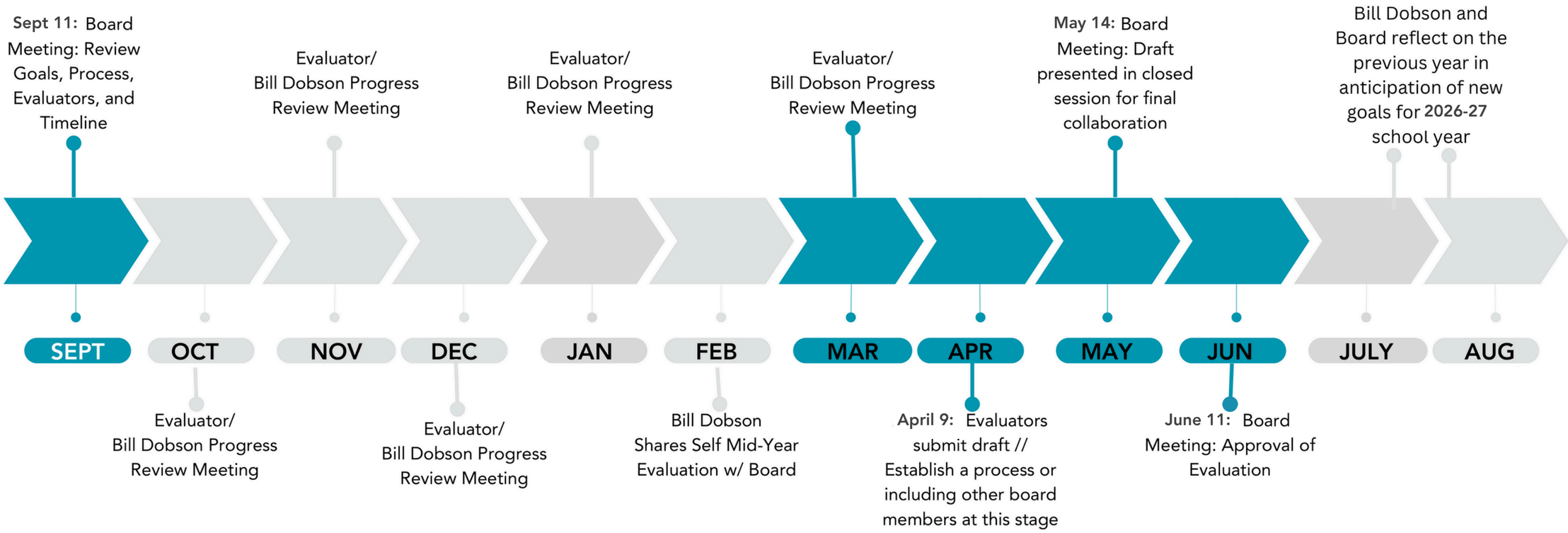
Annual Director Evaluation Planning

August 14, 2025

Visit Our Website
www.myacademy.org



Proposed Process & Evaluation Timeline





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- The Charter School shall monitor Workforce Innovation and Opportunity Act ("WIOA") students' post-secondary internships and employment opportunities through an agreement with the KRA Corporation or similar provider. The Charter School will work with KRA to monitor individuals for one year after graduation from the Charter School and exiting the WIOA program.





Goal #3

Every month I will collaborate with MYA staff, Educational Partners, and community agencies throughout San Diego County to increase student enrollment by 10%, focusing on high-risk student groups having Dashboard Alternative School Status (DASS).



Evidence of Goal #3

24/25 Enrollment	24/25 ADA	Date	25/26 Enrollment	25/26 ADA
196	N/A	Track F Day 1		N/A
251	223.78	Census Day		
292	238.63	P-1		
327	251.80	P-2		
343	277.09	Track F Day 175		

2025-26 Motivated Youth Academy Bill Dobson Evaluation Template



For your Consideration:

A two-person committee

Evaluator Compensation

Evaluator will be paid from July-June:

$450 per month
$5,400 per evaluator
$10,800 Fiscal Impact



Any Questions?

Coversheet

Legislative Update

Section: VII. Correspondence/Proposals/Reports
Item: F. Legislative Update
Purpose: FYI
Submitted by:
Related Material: Legislative Update August 14, 2025.pdf

LEGISLATIVE UPDATE

August 14, 2025

my academy
MOTIVATED YOUTH ACADEMY

Overview

AB84 & SB414 are in negotiations for legislative changes to come.

Once negotiations are completed, there will be one more vote (mid-September).

If the negotiated bill passes that vote it will be presented to Governor Newsom who will have until mid-October to sign or veto the bill.

Timeline as of July 29, 2025

- AB84 & SB414 will conclude negotiations in the next 2 weeks
- One more committee vote in mid-August
- Final vote in both Assembly & Senate mid-September
- Governor has until mid-October to sign into law
- Will be effective for 2027-28 fiscal year
- Additional audit requirements
- Anticipate increased audit fees

Key Intent in AB84 & SB414

- Ensure all LEAs are audited
- Ensure LEA audits are conducted by qualified auditors
- Ensure LEA audits follow the audit guide
- Ensure audit reporting includes information that oversight agencies think will help them identify concerns
- Fix some existing law that was not working

In Summary the legislature is trying to fix:

- State can recover money from LEA's easily
- It is much more difficult to recover money from a Non Profit Charter Schools
    - According to the California Department of Education and the Charter Schools Association, approximately 98–99% of charter schools in the state currently operate under nonprofit status, with only about 1–2% associated with for-profit entities

Coversheet

Approval of 2025-2026 Motivated Youth Academy Board Meeting Calendar and Schedule

Section: VIII. Board Governance
Item: A. Approval of 2025-2026 Motivated Youth Academy Board Meeting Calendar and Schedule
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
2025-2026 Motivated Youth Academy Board Meeting Calendar and Schedule.pdf

BACKGROUND:

The 2025–2026 Motivated Youth Academy Board Meeting Calendar and Schedule was previously approved; however, following the addition of a Regular Board Meeting on August 14, 2025, the document was revised to reflect this change. The updated version now includes this meeting and is being resubmitted for Board approval with the incorporated revisions.

RECOMMENDATION:

It is recommended the Board approve the revised 2025-2026 Motivated Youth Academy Board Meeting Calendar and Schedule as presented.

Fiscal Impact: None.

2025-2026 Board Meeting Calendar and Schedule

Meeting Date	Topic
July 10, 2025 Agenda June School Highlights Presentation	Annual Board Self-Evaluation & Priorities 2025-2026 Strategic Plan Motivated Youth Academy 3-Year Strategic Plan 2025-2028
August 14, 2025 ***Regular Board Meeting***	Update Priority 1 Local Indicators 2023-24 Teaching Assignment Monitoring Outcomes (TAMO) by Full-Time Equivalency
September 11, 2025 Agenda **Regular Board Meeting** July/August School Highlights Presentation	Teacher Assignment Monitoring Outcome Report SELPA Master Contracts English Language Development Handbook Employee Handbook Revisions Unaudited Actuals (2024-2025) // *Due September 15* Budget/Fiscal Update Consolidated Application and Reporting System - (CARS) *No presentation*
October 9, 2025 Agenda **Regular Board Meeting** September School Highlights Presentation	Student Highlight - EAST Cluster Budget/Fiscal Update Continuous School Improvement Plan for 2025-2026 2024-2025 Student Achievement Data Presentation (CAASPP & Fall EXACT Path) Title 1 School-Parent Compact Crisis Communication Plan
November 13, 2025 **Study Session** *No Monthly Updates* *No School Highlights*	Board of Directors Manual Review Ethics Training Update
December 11, 2025 **Regular Board Meeting** October/November School Highlights Presentation	First Interim Budget // Due December 15 Audit Report (Draft) School Plan for Student Achievement (SPSA) Presentation Appoint Audit Committee Annual Organizational Meeting Employee Handbook Revisions Policies - 5000
January 8, 2026 **Regular Board Meeting** *No Monthly Updates* *No School Highlights*	Student Highlight - SOUTH Cluster Special Education Presentation 2024-2025 California Dashboard Presentation/TAMO Report School Accountability Report Card (SARC)

2025-2026 Board Meeting Calendar and Schedule

February 12, 2026 **Regular Board Meeting** December/January School Highlights Presentation	Student Highlight - WEST Cluster LCAP Mid-Year Report Budget/Fiscal Update State Budget Overview and Update 2026-2027 Board Meeting Calendar and Schedule 2026-2027 Academic Calendar
March 12, 2026 **Regular Board Meeting** February School Highlights Presentation	Student Highlight - NORTH Cluster 2026-2027 Strategic Budget/Staffing Plan Second Interim Budget // Due March 15 Policies - 3000 and 4000 Series 2026-2027 Master Agreement for Independent Study and Acknowledgement of Responsibilities Audit Firm Selection **Reappointment of Board Member Term (Steve Friare) Exp 4/6/2026**
April 9, 2026 **Study Session**	Board of Directors Manual Review Annual Review of Executive Director/CEO Evaluation, Contract, & Job Description Review
May 14, 2026 **Regular Board Meeting** March/April School Highlights Presentation	Budget/Fiscal Update Senior Capstone Project 2026-2027 Employee Benefit Plans
June 11, 2026 **Regular Board Meeting**	LCAP Hearing & Local Indicators Presentation (Public Hearing) Estimated Actuals and July Budget Presentation (Public Hearing) Year-End Recap, Highlights, and Goals Presentation Policies - 1000, 6000 Series, and Title 1 School-Parent Compact 2026-2027 EL Master Plan Parent/Student Handbook Property and Casualty Insurance Employee Handbook
June 18, 2026 **Regular Board Meeting**	LCAP & Local Indicators (Vote) Estimated Actuals, Budget Overview for Parents, and July Budget (Vote) Educator Protection Act (EPA) (Vote) Executive Director/CEO Contract (Vote) 2026-2027 Executive Director/CEO Evaluators (Evaluators Need to be approved in June) Annual Executive Director/CEO Evaluation Timeline and Plan

Board Approved: PENDING

Coversheet

Consent - Business/Financial Services

Section: IX. Consent
Item: A. Consent - Business/Financial Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
Check Register - July.pdf
Keeper Renewal.pdf
Endpoint Security Comparison Report - Bitdefender antivirus:anti-malware service.pdf
Bitdefender Quote.pdf

BACKGROUND:

1. Approval for Keyn Solutions purchase of Keeper Software **(Renewal)**

Keeper is a leading password management platform that securely stores credentials, supports multi-factor authentication, and enables centralized control across our organization. It plays a vital role in protecting sensitive data, especially in a remote work environment, and helps ensure compliance and reduce cybersecurity risks. Renewing our service agreement with Keeper will maintain strong security practices and safeguard our systems.

2. Approval of Bitdefender antivirus/anti-malware service

After a thorough evaluation, Bitdefender is recommended as the most effective and cost-efficient endpoint protection solution. It offers strong malware and ransomware defense, flexible add-ons like EDR, and a user-friendly console ideal for remote teams. With low system impact, 24/7 support, and a competitive price, Bitdefender is a strategic choice to enhance our cybersecurity and simplify device management.

RECOMMENDATION:

1. It is recommended the Board approve **Keeper software for Motivated Youth Academy (#1628).**

Fiscal Impact: $1,755.00/annually

2. It is recommended the Board approve **Bitdefender antivirus/anti-malware service for Motivated Youth Academy (#1628).**

Fiscal Impact: $4,155.00/annually

MY Academy Charter

Check Register

For the period ended July 31, 2025

Check Number	Vendor Name	Transaction Description	Check Date	Check Amount
21135	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 05/25	7/9/2025	$276.50
21136	San Diego County Office of Education	Transformational Leadership & Support System - Targeted Feedback (6) - 07/16/25 - 07/17/25	7/9/2025	1,650.00
21137	School Pathways LLC	SIS & RegOnline Annual Subscriptions - 04/01/25 - 06/30/25	7/9/2025	946.41
21138	California Schools VEBA	Health Ins - 07/25	7/16/2025	39,293.17
21139	San Diego County Office of Education	Fingerprint Svcs - 06/25	7/16/2025	28.00
21140	State of California Department of Justice	Fingerprint Svcs - 06/25	7/16/2025	32.00
21141	SchoolsFirst Plan Administration LLC	MYA 457b 07/10/25	7/16/2025	641.94
21142	Acacia HR Solutions	Consulting Svcs - 06/25 Overages	7/24/2025	8,362.50
21143	California Schools VEBA	Health Ins - 08/25	7/24/2025	27,515.71
21144	KRA Corporation	Consulting Svcs - 06/25	7/24/2025	6,919.93
21145	School Pathways LLC	Subscriptions - 07/01/25 - 06/30/26	7/24/2025	7,568.33
21146	Cook Center for Human Connection	2025-26 Parent/Staff Coaching	7/29/2025	5,500.00
21147	Securian Life Insurance Company	Life Ins - 08/25	7/29/2025	988.27
21148	Specialized Therapy Services, Inc.	SpEd Svcs - 06/25	7/29/2025	288.75
21149	SchoolsFirst Plan Administration LLC	MYA 457b 07/25/25	7/29/2025	3,102.71
21150	SchoolsFirst Plan Administration LLC	MYA 403b 07/25/25	7/29/2025	300.00
322271620000258	Amazon Capital Services	Office Supplies	7/1/2025	10.76
322271620000259	GHA Technologies, Inc.	ThinkBook (8)	7/2/2025	45,424.38
322271620000260	Charter Impact LLC	Business Mgmt Svcs - 07/25	7/3/2025	11,762.00
322271620000261	Alpha Vision Computers, Inc.	Backupify G-Suite - 07/25	7/9/2025	70.00
322271620000262	Clifton Larson Allen LLP	Legal Svcs - Progress Billing 2/3	7/9/2025	7,262.85
322271620000263	Steve Fraire	Stipend - 07/25	7/9/2025	650.00
322271620000264	Michael P. Humphrey	Stipend - 07/25 - Additional	7/9/2025	1,100.00
322271620000265	Larry Albert Alvarado	Stipend - 07/25	7/9/2025	650.00
322271620000266	Peter Matz	Stipend - 07/25	7/9/2025	650.00
322271620000267	William W. Hall	Stipend - 07/25 - Additional	7/9/2025	1,100.00
322271620000268	R&B Communications	Website Svcs - 06/25	7/9/2025	1,180.00
322271620000269	Amazon Capital Services	Office Supplies	7/9/2025	152.32
322271620000270	Charter Impact LLC	Rush Processing Fee - 06/25	7/16/2025	75.00
322271620000271	YMCA of San Diego County	Membership (2) - 06/20/25 - 12/19/25	7/16/2025	636.00
322271620000272	Keyn Group, LLC	Computer Repair	7/24/2025	6,626.29
322271620000273	Amazon Capital Services	Office Supplies	7/24/2025	56.98
E070225-01	Philadelphia Insurance Companies	Ins. 07/25 - Participant Accident Coverage	7/2/2025	1,136.00
E070325-01	Chase	Service Charges	7/3/2025	25.60
E071625-01	OneBridge FSA	One Bridge Adjustments 07/25	7/16/2025	50.00
E071625-02	Chase	Chase Ink CC# 0904 Payment 07/25	7/16/2025	12,611.52
Voided - 322271620000256	GHA Technologies, Inc.	ThinkBook (8)	7/2/2025	-
Voided - 322271620000257	Charter Impact LLC	Business Mgmt Svcs - 07/25	7/2/2025	-
		Total Disbursements Issued in July		**$ 194,643.92**

Keyn Solutions

5032 Glenwood Ave
Fontana, CA 92336 USA
(909) 347-0345
sales@keynsolutions.com
www.keynsolutions.com

INVOICE

BILL TO
Mrs Gigi Lenz
Motivated Youth Academy
500 La Terraza Blvd
Ste 150
Escondido, CA 92025
United States

SHIP TO
Mrs Gigi Lenz
Motivated Youth Academy
500 La Terraza Blvd
Ste 150
Escondido, CA 92025
United States

INVOICE	1067
DATE	07/31/2025
TERMS	Due on receipt
DUE DATE	08/08/2025

PAYMENT METHOD
Bank ACH

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Managed Password Manager	Annual Renewal - Keeper password manager and administration	45	39.00	1,755.00

If you have any questions about making ACH or credit card payments, please contact Keyn Solutions.

SUBTOTAL	1,755.00
TAX	0.00
TOTAL	1,755.00
BALANCE DUE	**$1,755.00**

Pay invoice

Endpoint Security Solutions Comparison Report

Presented to: MY Academy

Prepared by: Keyn Solutions

Date: July 15, 2025

Subject: Evaluation of Endpoint Protection Solutions

Executive Summary

In this report, we present a comparative analysis of three leading endpoint protection platforms for small businesses: Bitdefender GravityZone, ESET Protect, and Malwarebytes ThreatDown. After evaluating each platform based on security features, ease of deployment, performance, support, and pricing, our recommendation is to adopt Bitdefender GravityZone as the optimal solution for our organization.

1. Solutions Overview

Solution	Company	Deployment Options	Target Market
Bitdefender GravityZone	Bitdefender	Cloud & On-Prem	SMB to Enterprise
ESET Protect	ESET	Cloud & On-Prem	SMB to Enterprise
Malwarebytes ThreatDown	Malwarebytes	Cloud	SMB

2. Security Features Comparison

Feature	Bitdefender GravityZone	ESET Protect	Malwarebytes ThreatDown
Real-time Threat Detection	✅	✅	✅
Ransomware Mitigation	✅	✅	✅
Endpoint Detection & Response (EDR)	✅ (Add-on)	✅ (Add-on)	✅ (Add-on)

Behavioral & AI Threat Analysis	✅	✅	✅
Patch Management	✅ (Add-on)	✅ (Add-on)	❌
Mobile Device Support	✅	✅	❌
Email Security	✅ (Add-on)	✅ (Add-on)	❌
Firewall & Device Control	✅	✅	✅
Zero-Day Threat Protection	✅	✅	✅
Threat Intelligence Integration	✅	✅	✅

3. Usability and Management

Category	Bitdefender	ESET Protect	Malwarebytes
Centralized Console	✅ GravityZone UI	✅ ESET Protect	✅ Nebula Platform
User Interface	Intuitive & Rich	Functional	Streamlined
Policy Management	Granular	Granular	Moderate
Remote Remediation	✅	✅	✅
Alerting/Reporting	Advanced	Moderate	Moderate

4. Performance Impact

Metric	Bitdefender	ESET Protect	Malwarebytes
System Resource Usage	Low	Very Low	Moderate
Scan Speed	Fast	Fast	Fast
False Positives	Minimal	Minimal	Slightly Higher

5. Support and Integration

Area	Bitdefender	ESET Protect	Malwarebytes
Support Availability	24/7 Support	Business Hours	24/7 Support
API Access	✅	✅	✅
Integration w/ RMM Tools	Strong	Moderate	Limited
Documentation	Extensive	Moderate	Moderate

6. Pricing Summary (2025 Estimate)

Overview of pricing per user and license terms for each provider.

Plan & Features	Bitdefender GravityZone	ESET Protect	Malwarebytes ThreatDown Core
Estimated Annual Cost/device	$48	$59	$79

7. Recommendation

✅ Bitdefender GravityZone: Our Recommended Solution

Why Bitdefender is the Best Fit for Us:
- Superior Protection: Top-ranked for malware detection, ransomware defense, and behavioral threat analysis.
- Scalable & Flexible: Multiple tiers and optional add-ons like EDR and Patch Management.
- Centralized, Intuitive Management: Simplifies deployment and real-time monitoring.
- Great Value: Competitive pricing, especially at higher-end tiers.
- Support for Hybrid Environments: Ideal for hybrid/remote teams.

8. Conclusion

After thorough evaluation, Bitdefender GravityZone stands out as the most complete and cost-effective endpoint protection solution for our small business. It offers enterprise-grade protection, robust features, and a user-friendly experience, all at a competitive price point. We recommend with replacing ESET Protect with Bitdefender on all staff laptops and other office computers.

Keyn Solutions

5032 Glenwood Ave
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(909) 347-0345
sales@keynsolutions.com
www.keynsolutions.com

Estimate

ADDRESS
Mrs Gigi Lenz
Motivated Youth Academy
500 La Terraza Blvd
Ste 150
Escondido, CA 92025
United States

SHIP TO
Mrs Gigi Lenz
Motivated Youth Academy
500 La Terraza Blvd
Ste 150
Escondido, CA 92025
United States

ESTIMATE 1008
DATE 07/08/2025
EXPIRATION DATE 08/08/2025

PAYMENT METHOD
Bank ACH

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Managed Antivirus/Anti-malware	Bitdefender Anti-malware for client workstations	50	4.00	200.00

If you have any questions about making ACH or credit card payments, please contact Keyn Solutions.
Thank for allowing us to provide this estimate of services.
Antivirus/Antimalware, the annual price per license is $4. Please review and let us know if you would like to proceed. Thank you for the opportunity to earn your business. Feel free to contact us if you have any questions.

SUBTOTAL	200.00
TAX	0.00
TOTAL	**$200.00**

Accepted By

Accepted Date 07/14/2025

Coversheet

Consent - Education/Student Services

Section: IX. Consent
Item: B. Consent - Education/Student Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
2025-26 MOU between KRA, Access Inc. and Motivated Youth Academy.pdf
2025-26 MOU between SCAIR and Motivated Youth Academy.pdf
Loom Annual Subscription Renewal - $576 - 2025.07.31.pdf
2025-26 Buffer Subscription Renewal.pdf
2025-2026 MYA EL Plan - For Board Approval - 2025.08.07.pdf
2025-2026 MYA EL Plan - Redlined - 2025.08.07.pdf

BACKGROUND:

1. Approval of 2025-2026 Memorandum of Understanding (MOU) between KRA Corporation, Access Inc., and Motivated Youth Academy (Renewal)

This MOU establishes a 12-month collaborative partnership between Motivated Youth Academy (MYA), KRA Corporation, and Access Inc. to deliver educational, employment, and training services to MYA students, particularly Opportunity Youth and members of high-risk student groups. Under the agreement, MYA will provide

5. Approval of 2025-2026 Master Plan for English Learners student referrals and access to educational services; KRA will offer employment readiness and training through CalJOBS; and Access Inc. will connect students to WIOA Title I Youth programs and related community resources. All partners will share data, participate in events, and maintain a point of contact, with the option to renew upon review. This partnership advances MYA's mission to provide wraparound support, enhancing student access to education, career development, and employment opportunities through coordinated community engagement.

2. Approval of 2025-2026 Memorandum of Understanding (MOU) between Southern California American Indian Resource Center (SCAIR) and Motivated Youth Academy (Renewal)

This 12-month MOU between Motivated Youth Academy (MYA) and the Southern California American Indian Resource Center (SCAIR) establishes a collaborative partnership to support Native American youth, with mutual renewal options. MYA will provide eligible SCAIR referrals with access to public education, opportunities to participate in community events, and data sharing in compliance with FERPA. In turn, SCAIR will deliver academic tutoring, mental health counseling, cultural education, workforce readiness, and Tribal TANF services. Both organizations commit to active collaboration and annual review, advancing MYA's commitment to equity and access by leveraging SCAIR's established community resources to enhance outreach, student support, and cultural responsiveness.

3. Approval of Loom Annual Subscription (Renewal)

Loom is a video messaging platform that allows users to record their screen, camera, and audio simultaneously and share videos instantly. MYA uses Loom to maintain a growing video tutorial library that supports staff training, onboarding, and professional development. Renewing the subscription is essential to continue building and updating this resource, which streamlines

communication, reduces meeting time, and provides staff with accessible, high-quality instructional content—making it a valuable investment in efficiency and knowledge sharing.

4. Approval of Buffer Annual Subscription (Renewal)

This renewal is for MYA's annual Buffer subscription, a social media management tool that enables the communications team to schedule, manage, and analyze posts across multiple platforms. Buffer is essential for maintaining a consistent and engaging digital presence, supporting timely communication with students, families, and the community, and aligning outreach efforts with the school's enrollment and engagement goals.

5. Approval of 2025-2026 Master Plan for English Learners

The 2025–2026 Motivated Youth Academy (MYA) English Learner (EL) Master Plan outlines how the school supports its 14.7% EL population, representing eight primary languages, in achieving English proficiency and academic success. Aligned with state and federal requirements, the plan integrates the CA English Learner Roadmap, ELD Standards, and ELA/ELD Framework to guide identification, assessment, instruction, and reclassification. It provides both integrated and designated ELD, uses culturally responsive curriculum, ensures authorized staff deliver instruction, and engages families through the English Learner Advisory Committee (ELAC). Continuous monitoring, data analysis, and targeted interventions ensure equitable access to the core curriculum and sustained student progress.

RECOMMENDATION:

1. Approval of 2025-2026 Memorandum of Understanding (MOU) between KRA Corporation, Access Inc., and Motivated Youth Academy (Renewal)

Fiscal Impact: None

2. Approval of 2025-2026 Memorandum of Understanding (MOU) between Southern California American Indian Resource Center (SCAIR) and Motivated Youth Academy (Renewal)

Fiscal Impact: None

3. Approval of Loom Annual Subscription (Renewal)

Fiscal Impact: $576.00

4. Approval of Buffer Annual Subscription (Renewal)

Fiscal Impact: $120.00

5. Approval of 2025-2026 Master Plan for English Learners

Fiscal Impact: None

MEMORANDUM of UNDERSTANDING

1) Purpose of Memorandum

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between KRA Corporation (KRA), Motivated Youth Academy (MY Academy) and Access Inc. (Access). 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.

KRA is a national leader in Workforce Development. KRA's outcome-driven models leverage resources and relationships across many business platforms to create innovative program solutions. Our mission is to deliver comprehensive employment resources and support services to the young adult San Diego County enrolled in MY Academy. The goal is to empower and equip these deserving individuals with the tools they need to succeed in their transition to adulthood. Our services are designed to be both individualized and adaptable, addressing a wide spectrum of needs.

MEMORANDUM of UNDERSTANDING

Access is a San Diego, CA based 501(c)(3) organization whose mission is to address the needs of the most vulnerable and underserved populations in San Diego County by promoting self-sufficiency and economic independence through education and employment opportunities. Established in 1967, Access has consistently and successfully operated federal, state, county and city grants providing community and economic development programs for low-income individuals, through workforce development, education, and financial literacy. Most recently, since 2016 Access has operated Workforce Innovations and Opportunity Act (WIOA) youth programs under contracts awarded by the San Diego Workforce Partnership (SDWP), and we currently serve the entire San Diego County as the designated youth contractor to provide education, training and employment services to more than 1,000 Opportunity Youth age 14-24, annually.

3) Roles and Responsibilities

It is agreed by, and between, partners as follows:

MY Academy will:

- ☐ Provide appropriate client referrals to the KRA.
- ☐ Provide student contact information as needed, to meet with mutual clients.
- ☐ Provide information on community-based events and provide registration opportunities to referrals from KRA and/or Access.
- ☐ Provide access to data on dual relationship clients.

KRA will:

- ☐ Provide employment and training resources and support to client referrals from MY Academy.
- ☐ List MY Academy and Access as an organizational partner on the KRA website and/or social media channels.
- ☐ Support MY Academy and Access by attending partner-sponsored community-based events.
- ☐ Will register participants in CalJOBS and provide pathways to Access' programs where appropriate.
- ☐ Provide data on dual relationship clients.

Access will:

- ☐ Provide information on Access community-based events and provide registration opportunities to enroll in WIOA Title I Youth programs as appropriate and wherever eligible.
- ☐ Provide data on dual relationship clients.

MEMORANDUM of UNDERSTANDING

4) All three 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
- KRA: Derrick Colbert, Managing Director of Operational Excellence, dcolbert@kra.com or their designee
- Access: Kristie Buckley, President/CEO, kbuckley@access2jobs.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, KRA and MY Academy and Access 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.

_____ _____

Bill Dobson, Director, Motivated Youth Academy Date

_____ _____

Derrick Colbert, Managing Director of Operational Excellence, KRA Corporation Date

_____ _____

Kristie Buckley, President/CEO, Access Inc. Date

MEMORANDUM of UNDERSTANDING

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 Southern California American Indian Resource Center (SCAIR). 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.

Southern California American Indian Resource Center, Inc. (SCAIR) is a non-profit 501(c)(3) community-based tribal organization, established in 1997 under the authority of P.L. 93-638, the Indian Self Determination and Education Act of 1976.

SCAIR's mission is to provide career, educational, cultural, mental health and supportive services to Native Americans/ Alaska Natives/ Hawaiian Natives and their families, throughout San Diego County.

SCAIR works to assist Participants in reaching personal and professional goals, by overcoming individual barriers and challenges. The organization is a "one-stop-shop," allowing both adults and youth to receive services to aid them in various aspects of life in order to set them up for success. Services may be offered at SCAIR's Center in El Cajon, virtually, or at approved school campus sites.

MEMORANDUM of UNDERSTANDING

One-on-one academic tutorial services and clinical mental health counseling services are provided by SCAIR for K-12 Youth and their families, as a designated American Indian Education Center (AIEC), authorized under the California Department of Education. Tobacco-Use Prevention Education and Cultural Education are offered through SCAIR's Sacred Pipe Tobacco-Use Prevention Education (TUPE) Program.

SCAIR is designated by the United States Department of Labor, Employment and Training Administration, Division of Indian and Native American Programs (DINAP) to provide Workforce Innovation and Opportunity Act (WIOA) Program services, through SCAIR's Native NetWORKS Program. Adults and Youth are supported in identifying interests and strengths, and supported in taking necessary steps to help them achieve their career goals and obtain a liveable wage.

SCAIR provides Tribal TANF (Temporary Assistance for Needy Families) Program Services to eligible Tribal TANF Participants through a contract with the Southern California Tribal Chairmen's Association (SCTCA). Training ranges from Job Search, GED Prep, Microsoft Office Certification, DMV Test Prep, Parenting, and more, based on individual needs.

Through SCAIR's HOWKA Program, eligible Participants may receive assistance with food vouchers, clothing and other emergency supportive services. The Howka CSBG Program is made possible through a subcontract with the Northern California Indian Development Council in Eureka, CA.

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 SCAIR.
- ☐ Provide information on community-based events and provide registration opportunities to referrals from SCAIR.
- ☐ Provide equitable access for eligible SCAIR referrals to free public education culminating in a high school diploma.
- ☐ Support SCAIR 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.

MEMORANDUM of UNDERSTANDING

SCAIR will:

- ☐ Provide SCAIR resources and support to participant referrals from MY Academy.
- ☐ Provide information on SCAIR community-based events and provide registration opportunities to Enroll in WIOA program services as appropriate and where ever eligible.
- ☐ 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
- SCAIR: Wanda Michaelis, Executive Director, wanda@scairinc.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 SCAIR 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.

_____ _____

Bill Dobson, Director — Date

Motivated Youth Academy

_____ _____

Wanda Michaelis, Executive Director — Date

Southern California American Indian Resource Center

Renewal Notice & Upcoming Changes to Your Loom Business Plan
4 messages

Loom <billing@loom.com>
To: glenz@myacademy.org

Thu, Jul 31, 2025 at 8:04 AM

ATLASSIAN loom

Dear Gigi Lenz,

We appreciate your continued trust in Loom for your team's video communication needs. We're writing to inform you about important changes to your Loom Business plan ahead of your annual renewal.

Billing date	Mon Sep 01 2025
Total subscription cost*	$576.00

*The above amount is an estimate. The actual amount you'll get invoiced may change depending on the number of users at the time of renewal.

The following changes will go into effect at renewal:

- Edit by Transcript, a feature that allows you to edit your video using your video transcript, will be removed from your Business Plan. To retain this premium editing functionality, you'll need to upgrade to the Business + AI plan.

What's Not Changing?

- You can still edit your Loom videos using the video editor. Trim and stitch together clips and zoom into the video timeline 50x for precise editing.
- Your subscription cost per user will remain unchanged.

What is included in the Business + AI plan?

- Enhanced AI features like auto-generated titles, summaries, and chapters
- Turn your video into a written doc, available in 50+ languages
- Timeline and transcript editing in one place

To upgrade to Business + AI or cancel your subscription, please visit your Plan and Billing page.

Our support team is here to answer any questions about these changes.

Thank you for your continued partnership,

The Loom Team

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Privacy Policy.

Invoice

Buffer

Invoice number **32D1EEF9-0004**
Date of issue July 31, 2025
Date due July 31, 2025

Buffer, Inc
2443 Fillmore St #380-7163
San Francisco , California 94115
United States
hello@buffer.com

Bill to
Angela Lenz
500 LaTerrazza
Escondido, California 92025
United States
media@myacademy.org

$120.00 USD due July 31, 2025

Pay online

Description	Qty	Unit price	Amount
Buffer (per channel) Jul 31, 2025 – Jul 31, 2026	1	$120.00	$120.00

Subtotal	$120.00
Total	$120.00
Amount due	**$120.00 USD**

MOTIVATED YOUTH ACADEMY

2025-2026

MASTER PLAN for ENGLISH LEARNERS

Motivated Youth Academy
500 La Terraza Blvd, Suite #150
Escondido, CA 92025
(619) 393-2048
info@myacademy.org

Commitment and Purpose

Mission

Educating students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives.

Vision

MY Academy students embrace their unique potential and are inspired to positively impact their Communities.

Goals and Objectives

The MY Academy English Learner Master Plan serves as a guide and gives an overview of the programs and resources provided for our English learners. The plan is centered around our vision, core beliefs, and goals for all students in our schools and affirms our commitment to each English learner as an individual by honoring their diversity and accelerating their English language proficiency while preparing them for the rigors of college, future careers, and becoming a productive and engaged global citizen.

The English Learner Master Plan provides a clear statement of policies related to the development, implementation, and evaluation of English learner programs and services that are required by all state and federal guidelines. These policies are based on current resources and initiatives related to the 2012 CA ELD Standards, the 2014 English Language Arts (ELA)/English Language Development (ELD) Framework and the California English Learner Roadmap and are in place in order to:

- Ensure that English learners will achieve English language proficiency as quickly as possible.
- Support the academic success of English learners by consistently providing high-quality services designed to meet their academic and linguistic needs.
- Develop cross-cultural awareness and appreciation of one's own culture and language, encourage bilingualism, and enhance the positive self-esteem of English learners.
- Embrace and encourage educational rights holder and community involvement in meeting the needs of English learners.
- Provide staff and educational rights holder training in the implementation of effective instructional programs and teaching strategies for English learners.
- Providing a process for monitoring the effectiveness of the program.

Guiding Principles of the California English Learner Roadmap

The California English Learner Roadmap will guide MY Academy to continuous improvement of the EL program over time. The Roadmap emphasizes four principles and approaches to teaching and learning that result in a more powerful, twenty-first-century education for all English learners.

Principle One: Assets-Oriented and Needs-Responsive Schools
Pre-schools and schools are responsive to different English learner (EL) strengths, needs, and identities and support the socio-emotional health and development of English learners. Programs value and build upon the cultural and linguistic assets students bring to their education in safe and affirming school climates. Educators value and build strong family, community, and school Partnerships.

Principle Two: Intellectual Quality of Instruction and Meaningful Access
English learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English proficiency. These experiences integrate language development, literacy, and content learning, as well as provide access for comprehension and participation through native language instruction and scaffolding. English learners have meaningful access to a full standards-based and relevant curriculum and the opportunity to develop proficiency in English and other languages.

Principle Three: System Conditions that Support Effectiveness
Each level of the school system (state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of English learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement. Each level of the system provides resources and tiered support to ensure strong programs and build the capacity of learning facilitators and staff to leverage the strengths and meet the needs of English learners.

Principle Four: Alignment and Articulation Within and Across Systems
English learners experience a coherent, articulated, and aligned set of practices and pathways across grade levels and educational segments, beginning with a strong foundation in early childhood and appropriate identification of strengths and needs and continuing through to reclassification, graduation, higher education, and career opportunities. These pathways foster the skills, language(s), literacy, and knowledge students need for college- and career-readiness and participation in a global, diverse, multilingual, twenty-first-century world through Integrated ELD.

For additional information, visit the CDE English Learner Roadmap web page.

MY Academy EL Population

MY Academy serves a student population of TK through grade 12. Our English Learners make up approximately 14.7%. There are 8 different languages spoken by MY Academy EL students, with most of the EL students' primary language being Spanish.

Responding to Diverse Learners

Identification of English Learner Students

Federal Law mandates that all students in K–12, upon first enrollment in a California public school, the Local Education Agency (LEA) uses a standardized procedure to determine a student's primary Language.

Home Language Survey

This procedure begins with a home language survey (HLS), which is completed once by the educational rights holder or guardian at the time the student is initially enrolled in a California public school. The HLS is used as the primary screener to identify if the student uses a primary language other than English. If at least one of the first three questions on the HLS is answered with a language "other than English", the assessment process to determine English language fluency begins. This process includes testing the student's English proficiency with the state-adopted English language proficiency assessment, English Language Proficiency Assessments for California (ELPAC). The initial assessment will be administered within thirty (30) calendar days of enrollment. In cases where educational rights holders answer 'English' to all questions on the HLS, but educators notice the student using another language, this student may be assessed on the initial ELPAC so the school provides the child's civil right to access education. Educational rights holders and school personnel should work collaboratively to identify if the child is or is not an English learner.

The HLS should not be readministered yearly or readministered if a student enrolls in a new LEA. If the HLS is completed in error, the educational rights holder or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC and the student has been administered the Summative ELPAC, changing the HLS will not change the student's identification. While cumulative student records are in transit for a student transferring from another California School District, the California Longitudinal Pupil Achievement Data System (CALPADS) shall be used to determine whether a student has a history of being an English Language Learner. If a student has a history of being an English Learner, the student will be given an annual Summative ELPAC assessment during the February 1st through May 31st test window.

ELPAC Assessment

For California's public school students, the English Language Proficiency Assessment for California (ELPAC) is the required state test for English Language Proficiency (ELP) that must be given to students whose primary language is not English, as determined by the HLS or learning facilitator observation. State law (California Education Code [EC] sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state test of English language

proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students in grades K-12 whose primary language is not English, as an initial assessment; and (2) students who are English Learners (ELs)as a summative assessment. ELPAC results are not used to measure academic achievement. There is no opt-out option for the ELPAC for eligible students. State and federal laws require that all English learner students be assessed annually on the state English language proficiency assessment until reclassified as fluent English proficient.

Once tests are scored by the testing agency, individual student score reports (SSRs) are loaded directly to both the educational rights holder and student portals of the school's student information system from the Test Operation Management System. Once scores are received, educational rights holders will also be informed of test results within 30 calendar days from the first day of the current school year via email. If some or all SSRs are received after the last day of instruction for the school year, educational rights holders will receive the SSR within 15 working days at the start of the next school year. Educational rights holders are notified of results in writing in a language they can understand (or orally if they are unable to understand written communication). Educational rights holders will also be notified in any language of which 15% or more of the student population speaks in common. Additionally, each student's test results are uploaded to the charter's student information system, as well as recorded in our database, Ellevation, and on the English Language Master Tracking Sheet. When a student withdraws from MY Academy Charter School, a list of the student's test results will be printed from the student information system and included in the student's requested cume file.

Initial ELPAC Assessment

The Initial ELPAC aims to identify students who are ELs or are initial fluent English proficient (IFEP). All students in kindergarten through grade twelve (K–12), ages three through twenty-one, whose primary language is a language other than English must take the Initial ELPAC within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations.

The Initial ELPAC window is from July 1, 2025, to June 30, 2026. The Initial ELPAC measures the ELP in the four language domains of listening, speaking, reading, and writing and identifies students as beginning either fluent in English (IFEP) or an English Learner (Intermediate or Novice).

The Initial Alternate ELPAC is administered as an initial assessment to newly enrolled students with the most significant cognitive disabilities whose IEP team determined they are eligible for alternate assessments and have a language other than English, as indicated on a home language survey.

Initial ELPAC and Alternate Initial ELPAC Student Score Reports

The official score for the Initial ELPAC and the Alternate Initial ELPAC is produced once the LEA has

entered and locked in the student's raw scores into the state assessment system. Individual student Initial ELPAC results include:

1. An Overall performance level and scale score which will indicate which of the three performance levels the student achieved: IFEP, Intermediate EL, and Novice EL.

Initial Fluent English Proficient (IFEP)
Students at this level have well-developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways appropriate to different tasks, purposes, and audiences in various social and academic contexts.

Intermediate English Learner
Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways on a range of topics and content areas.

Novice English Learner
Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts. They need substantial linguistic support to communicate on less familiar tasks and topics.

2. A performance level for each composite tested (Oral and Written Language) is well-developed, somewhat to moderately developed, and minimally developed.

The initial ELPAC results are used to identify ELs who need to develop their listening, speaking, reading, and writing skills in English. This information, used with other local assessments, assists LEAs and schools when making placement decisions for new students who are identified as ELs. The initial ELPAC results are also used to identify students who are IFEP and are able to participate in the regular (core) academic program without further English language support.

More information for families and staff can be found at https://www.caaspp-elpac.org or the California Department of Education: Parent Guides to Understanding at https://www.cde.ca.gov/ta/tg/ca/parentguidetounderstand.asp.

Summative ELPAC Assessment

The Summative ELPAC is given only to students who have previously been identified as English Learners based upon Initial ELPAC results. The Summative ELPAC is aligned with the 2012 California English Language Development Standards, measuring the English Language Proficiency (ELP) and how well a student is progressing with English development in each of the four domains: Listening, Speaking, Reading, and Writing.

The Summative Alternate ELPAC is a summative assessment for EL students with the most significant cognitive disabilities whose IEP team determined they are eligible for alternate assessments. This assessment must be administered annually to eligible students until they are reclassified as fluent English proficient.

This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation. And to help determine if a student is ready to be reclassified. The Summative ELPAC and the Summative Alternate ELPAC must be given annually to students identified as ELs until they are reclassified to Fluent English Proficient (RFEP). The Summative ELPAC administration window is open from February 1 through May 31.

Summative ELPAC Student Score Reports

The official score for the Summative ELPAC is produced by the test contractor. The Summative ELPAC report includes the following information:

- An overall performance level and scale score
- A performance level and scale score for each composite tested (Oral and Written Language)
- A performance level for each domain tested (Listening, Speaking, Reading, and Writing)

Scale score ranges for each of the four performance levels are identified for Overall, Oral Language, and Written Language for all grades tested. These ranges incorporate the performance level cut scores approved by the State Board of Education (SBE). Descriptors are:

Level 4: Well Developed

English Learners at this level have well-developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways appropriate to different tasks, purposes, and audiences in various social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (2012 CA ELD Standards).

Level 3: Moderately Developed
English Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate meaningfully in various topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the 2012 CA ELD Standards.

Level 2: Somewhat Developed
English Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the “Expanding” proficiency level as described in the 2012 CA ELD Standards.

Level 1: Minimally Developed
English Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts and to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 CA ELD Standards.

The Summative Alternate ELPAC Student Score Report

Level 3: Fluent English Proficient
English learners at this level have sufficient English language proficiency (ELP). They may need occasional linguistic support to enable them to access adapted grade-level content in English.

Level 2: Intermediate English Learner
English learners at this level have moderate ELP. They may need frequent linguistic support to enable them to access adapted grade-level content in English.

Level 1: Novice English Learner
English learners at this level have minimal ELP. They need substantial linguistic support to enable them to access adapted grade-level content in English.

Reclassification

California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be Reclassified Fluent English Proficient (RFEP). MY Academy Charter School recognizes the importance and irreversibility of this item and has established the following criteria and process to fully address this obligation. Once a student has demonstrated that he/she is ready to participate fully in all English instruction without special support services, the student is ready for reclassification.

Reclassification Criteria

MY Academy Charter School uses the following criteria to reclassify EL students to RFEP status, as set forth in EC Section 313 and Title 5 California of Regulations (5 CCR) Section 11303:

1. Summative ELPAC Overall Score of 4 (score of 3 needed for the Summative Alternate ELPAC)
2. Learning Facilitator Evaluation by use of the Observation Protocol for Learning Facilitators of English Learners (OPTEL)
3. Educational rights holder Consultation by use of the OPTEL Parent Consultation Form
4. Evaluation of basic skills relative to the average performance of native English speakers of the same age, based on locally established empirical benchmarks.

Reclassification Process

Reclassification is the culmination of an EL student' s participation in the program for English Learners and is conducted each year when the charter receives ELPAC score reports.

Based on the above reclassification criteria, if a student is deemed to qualify for reclassification, a letter will be drafted by the administration. The letter will include all data pertinent to the reclassification. Once the administration and the educational rights holder of the student have signed the form, the reclassification will take place. The language acquisition status of the student will be updated in the student information system, Ellevation, on the EL Master Tracking Spreadsheet, and ultimately in the state reporting system (CALPADS). Additionally, all learning facilitators associated with the student will be informed of the reclassification.

English Learners in Special Education

In accordance with the ED guidance issued in July 2014, the ED requires that all ELs with disabilities, or dually identified students, participate in the state’s ELP assessment. Federal law requires that all ELs with disabilities participate in the state ELP assessment in the following ways, as determined by the IEP team:

- In the regular state ELP assessment without universal tools, designated supports, and accommodations
- In the regular state ELP assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELP assessment with or without universal tools, designated supports, and accommodations.

Role of the IEP Team

The IEP team is an essential component in establishing the appropriate academic and functional goals, determining the specifically designed instructional program to meet the unique needs of all ELs with disabilities, and making decisions about how students can participate in the state ELP assessment. In accordance with the new ED guidance, the IEP team is responsible for:

- Making decisions about the content of a student's IEP, including whether a student must take a regular state assessment (in this case, the ELPAC assessment), with or without appropriate universal tools, designated supports and/or accommodations, or an alternate assessment in lieu of the regular ELPAC assessment (ED, July 2014, FAQ #4). Students with disabilities who cannot take one or more domains of the ELPAC with approved accessibility resources are eligible for a domain exemption. A domain exemption may be used if an English learner has a disability that precludes assessment of the student in one or more domains of the English language proficiency assessment such that there are no appropriate accommodations for the affected domain(s). This use of a domain exemption(s) must be identified in the student's individualized educational program (IEP) or Section 504 plan. For a student to be assigned an Overall score, the student will need to be assessed in all domains to receive a student score report.
- Developing an IEP for each student with a disability, including each EL with a disability, at an IEP team meeting, which includes school officials and the child's educational rights holders. The Individuals with Disabilities Education Act (IDEA) regulation in the Code of Federal Regulations, Title 34, (34 CFR) Section 300.321(a) specifies the participants to be included on each child's IEP team. It is essential that IEP teams for ELs with disabilities include persons with expertise in English language acquisition. (ED, July 2014, FAQ #5).
- Ensuring that ELs' educational rights holders understand and are able to meaningfully participate in IEP team meetings at which the child's participation in the annual state ELP assessment is discussed. If an educational rights holder whose primary language is other than English is participating in IEP meetings, the IDEA regulations require each public agency to take whatever action necessary to ensure that the educational rights holder understands the proceedings of the IEP team meeting, including arranging for an interpreter (34 CFR Section 300.322[e]). When educational rights holders themselves are ELs, Title VI of the Civil Rights Act of 1964 also requires that the LEA effectively communicate with educational rights holders

in a manner and form they can understand, such as by providing free interpretation and/or translation services (ED, July 2014, FAQ #6).

IEP teams will ensure that each English Learner receives appropriate services to develop English proficiency and have equitable access to the full curriculum. Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's English proficiency level and the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. A parental exception waiver is not required for an English Learner whose IEP indicates that instructional services will be provided through an Alternative Program.

Special Education: Assessment

Students whose initial Home Language Survey indicates that a language other than English is spoken will be assessed on the ELPAC test within the first 30 days of school. ELPAC testing is considered to be one of the state's standardized tests; therefore, accommodations/modifications provided in the IEP for any standardized test will apply. SPED students with an existing EL classification will be assessed annually. If the IEP team determines that a student will participate in the California Alternate Assessment (CAA), the team must also determine whether the student qualifies for the Alternate ELPAC.

Special Education: Classification

Students who are classified as English Learners MUST have their ELD needs addressed as part of their Individualized Education Program (IEP). Students who have been reclassified as Fluent English Proficient (RFEP) or who were initially identified as Initially Fluent English Proficient (IFEP) are not considered English Learners for the purpose of the IEP. Their progress is still monitored, but ELD does not need to be addressed on the IEP.

Special Education Reclassification for Dually Identified Students

In some cases, an IEP team may find that it is the disability that interferes with a dually identified student's ability to demonstrate English fluency due to Communication Disorders and/or Cognitive Disabilities. In these cases, the IEP team assesses student progress and considers reclassification of the student to RFEP status.

The IEP team may be designated to make reclassification decisions as long as team members utilize state reclassification criteria and apply those criteria to students with disabilities according to state guidelines. IEP teams may not modify Criterion 1 for reclassification, which requires meeting the SBE-adopted Overall PL 4 on the Summative ELPAC or PL 3 on the Summative Alternate ELPAC. This allows for all students to be held to a consistent and rigorous standard in demonstrating ELP in order to be exited from EL services.

Ideally, this should be done as early as possible, as soon as one to two summative test administrations, or as soon as there is reasonable evidence that it is a student's disability that prohibits English Language Acquisition.

If the recommendation for reclassification is taking place as part of the student's initial IEP or annual review, then the IEP Team Reclassification Determination Worksheet is to be completed, along with all other pages of the IEP to reflect the recommendation that the student is to be reclassified as RFEP (Reclassified Fluent English Proficient). If the recommendation for reclassification occurs between annual reviews, then in addition to completing the IEP Team Reclassification Determination Worksheet, an IEP Amendment meeting and form must also be completed. Because this is an IEP team recommendation, the educational rights holders, the EL Assessment Coordinator, and all applicable staff should be a part of the reclassification meeting and decision. If the team decides to reclassify the student as RFEP, the EL Assessment Coordinator will include a copy of the IEP Team Reclassification Determination Worksheet in the student's file. The EL Assessment Coordinator will then follow the regular reclassification process to update the student's English Language Acquisition Status and notify all parties involved. If the reclassification is not agreed upon, the IEP team must ensure that the IEP continues to address the needs of the student who remains classified as an English learning Student.

ELD Program Options

Personalized English Language Mainstream Program

English Learners in MY Academy participate in an English Language Mainstream Program. This instructional program is designed to promote the acquisition of high levels of English language proficiency and access to the core curriculum. In the mainstream English program, English is the language of instruction for all subjects with no primary language support. Students in an English Language Mainstream Program will be supported by their instructors through the use of SDAIE strategies. Students may also be concurrently enrolled in an ELD support class. English Learners in the English Language Mainstream Program will receive ELD instruction until they are reclassified as English proficient. In the English Language Mainstream Program of MY Academy:

- Core instruction in language arts, math, science, and social science is taught in English using charter-approved curriculum and SDAIE methodology
- English Language Learners receive both integrated and designated ELD instruction which addresses the ELD standards in listening, speaking, reading and writing.
- Learning facilitators working with EL students will be appropriately authorized, i.e., CLAD or equivalent.

Educational Rights Holder Notification of Programs

All educational rights holders of English Learners, regardless of proficiency, must be notified at initial enrollment and annually, in writing, of program placement of their children and must also be provided with a description of our program, including educational materials used in this program and their entitlement to request a waiver. The information must be provided in a language the educational rights holders understand within 30 days of enrollment.

Staffing

Staffing Authorizations

Under the management of the Director of Human Resources, MY Academy takes an active role in the recruitment and staffing of authorized personnel for all English Learner programs and makes it a priority to hire CLAD or equivalent learning facilitators. Learning facilitators providing instruction in a Mainstream English Program shall be authorized to provide appropriate core content and ELD instruction. This is achieved via a CLAD or equivalent authorization.

Learning facilitators who are not currently authorized but who are working with English Learners, shall be required to sign a memorandum of understanding stipulating that they will be actively participating in professional development designed to secure appropriate authorization within two years. The HR Department will then monitor attendance at professional development activities to ensure that such learning facilitators remain on track to complete the necessary training for their authorizations.

Access to Core Curriculum

All English learners are provided quality, standards-based, rigorous curriculum and instruction in all CORE content areas as well as Advanced Placement courses, enrichment classes, and college and career programs. Integrated ELD instruction and strategies are consistently implemented to meet the individual needs of each English learner.

Specially Designed Academic Instruction in English (SDAIE)

SDAIE is a methodology used to make subject area content, delivered in English, comprehensible in order to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. Learning facilitators use specialized strategies that enable students to understand, participate in, and access the core curriculum. (EC 44253.2[b]).

English as the Language of Instruction

In accordance with California Education Code Section 305, all students in California public schools, including those enrolled in independent study programs, must be taught in English for all core academic areas. This is to include, but not limited to, English Language Arts, Math, History, and Science. This requirement ensures that all students, including English Learners, receive equitable access to instruction that promotes English language proficiency and academic success.

To meet this requirement:

- Instruction in all subjects will be provided in English, including synchronous and asynchronous components of the independent study program.
- Participation in synchronous and/or asynchronous instruction for all core academic areas in English is mandatory for all English Learner students, regardless of their English Learner status or participation in an ELD program, as this is essential for meaningful interaction and mastery of academic content.
- Opting out of this instruction is not permitted, as it is integral to ensuring compliance with state law and the successful implementation of MY Academy's academic program.

This policy ensures that MY Academy upholds the legal and educational responsibilities to all students, fostering an environment where English language acquisition and academic achievement are prioritized.

English Language Development

English Language Development (ELD) Standards

MY Academy's English Language Development program is grounded in research and aligned to the 2014 California State ELA/ELD Framework. The ELA/ELD Framework helps define how the California English Language Arts and English Language Development standards will be taught and assessed. Both sets of standards represent the skills, knowledge, and abilities English learners must possess in order to become 21st Century and College and Career Ready and describe what students should know and be able to do at each of the five levels of English proficiency. MY Academy is committed to implementing the ELA/ELD Framework, the California State Standards, and English Language Development Standards through its adopted ELA/ELD programs. As stated in the ELA/ELD Framework Executive Summary: "The purpose of ELD instruction is to amplify (magnify and make clear) areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. The standards help learning facilitators support EL students to interact meaningfully with others and complex texts, engage in and learn through intellectually challenging

tasks across the content areas, develop academic English, and develop awareness about how English works so that they can use it intentionally and purposefully."

The California ELD standards are organized into three parts.

Part 1: Interacting in Meaningful Ways

English learners participate in meaningful and intellectually challenging tasks in three ways:

- Collaboratively, by communicating with others about social and academic topics.
- Interpretively, by understanding written and spoken information.
- Productively, by writing or presenting to explain ideas and information.

Part II: Learning About How English Works

English learners comprehend and produce academic texts in various content areas.

- English learners use language to create organized texts, expand and enrich ideas, and connect and condense ideas.

Part III: Using Foundational Literacy Skills.

This section emphasizes how all learning facilitators play a crucial role in developing the literacy of ELs.

- English learners at all grades require specialized instruction to learn foundational literacy skills based on their age, previous literacy, and educational experiences

The CA ELD Standards are aligned to the CA CCSS for ELA/Literacy as they magnify and make clear areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. They promote the notion of supporting English Learners to develop awareness that different languages and variations of English exist and that their home languages and cultures are valuable resources in their own right and useful for building proficiency in English.

Key Themes of ELA/Literacy and ELD Instruction

Meaning Making

Meaning making is at the heart of ELA/literacy and ELD instruction. It is the central purpose for interacting with text, producing text, engaging in research, participating in discussion, and giving presentations. It is the reason for learning foundational skills and for expanding language. Meaning making includes literal understanding but is not confined to it at any grade or with any student. Inference making and critical reading, writing, and listening are given substantial and explicit attention in every discipline. Among the contributors to meaning making are language, knowledge, motivation, and, in the case of reading and writing, the ability to recognize printed words and use the alphabetic code to express ideas.

Language Development

Language is the cornerstone of literacy and learning. It is with and through language that students learn, think, and express information, ideas, perspectives, and questions. The strands of the CA CCSS for ELA/ Literacy—Reading, Writing, Speaking and Listening, and Language—all have language at the core, as do the parts of the CA ELD Standards—Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills. Students enrich their language as they read, write, speak, listen, interact, and learn about language. The foundational skills provide access to written language.

Effective Expression

Each strand of the CA CCSS for ELA/Literacy and each part of the CA ELD Standards includes attention to effective expression. Students learn to examine the author's craft as they read, analyzing how authors use language, text structure, and images to convey information, influence their readers, and evoke responses. Students learn to effectively express themselves as writers, discussion partners, and presenters, and they use digital media and visual displays to enhance their expression. They gain command over written and spoken English conventions, and they learn to communicate in ways appropriate for the context and task.

Content Knowledge

Content knowledge is a powerful contributor to the comprehension of text. It also undergirds the ability to write effective opinions/arguments, narratives, and explanatory/informational text, engage in meaningful discussions; and present ideas and information to others. It contributes significantly to language development, and it is fundamental to learning about how English works. Both sets of standards ensure that students can learn from informational texts and can share their knowledge as writers and speakers. An organized independent reading program contributes to knowledge. Content knowledge has a powerful reciprocal relationship with the development of literacy and language.

Foundational Skills

Acquisition of the foundational skills enables students to independently read and use written language to learn about the world and themselves, experience extraordinary and diverse works of literary fiction and nonfiction, and share their knowledge, ideas, stories, and perspectives with others. Students who know how to decode and develop automaticity with an increasing number of words are best positioned to make significant strides in meaning making, language development, effective expression, and content knowledge. At the same time, attention to those themes provides the very reason for learning about the alphabetic code and propels progress in the foundational skills.

Charter schools enrolling English Learners have a dual obligation, as do all LEAs, to provide a program for EL students designed to overcome language barriers and provide access to the core curriculum (Castañeda v. Pickard 648 F.2d 989, [5th Cir. 1981]). The CDE recognizes that both

services, including classified ELD, must be an integral part of a comprehensive program for every English Learner.

The ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts expands students' opportunities for career and college success, full and wise participation in a democratic society and global economy, and achievement of their personal aspirations. Moreover, literacy and language skills provide individuals with access to extraordinary and powerful literature that widens perspectives, illuminates the human experience, and deepens understandings of self and others.

Designated English Language Development

MY Academy's English language development program is designed to support the academic success and reclassification of English learners. The learning facilitator implements techniques, methodology, and supplemental curriculum designated to teach ELs explicitly about the English language, academic vocabulary, and develop their English language proficiency in all four language domains: speaking, listening, reading, and writing. MY Academy will create a personalized ELD instruction pathway geared to the student's level of English proficiency.

Designated ELD instruction and individual academic support are provided to English learners during dedicated times each week. Students are grouped for designated ELD by their English language proficiency levels (Emerging, Expanding, Bridging). However, the three levels of language proficiency are not static but rather represent a continuum of language learning and decisions about grouping will be made in the student's best interest. learning facilitators use the student's production and interpretation of the English language to choose appropriate learning supports, inform instructional decisions, and keep track of academic progress.

Instructional Materials to Support the CA CCSS for ELA/Literacy and CA ELD Standards

The Designated ELD curriculum and materials were chosen specifically to address the varied cultural and language backgrounds our English learners possess, enabling learners and educators to celebrate their own cultures and everyday lived experiences while also learning about those of others. It includes authentic content from around the world to develop the student's understanding of different cultures and viewpoints of others around the globe.

The State Board of Education adopts instructional materials for use by students in kindergarten through grade eight. LEAs- school districts, charter schools, and county offices of education- ARE NOT required to purchase state-adopted instructional materials according to EC Section 60210(a). If an LEA chooses to use non-adopted materials, it has the responsibility to adopt materials that best meet the needs of its students and to conduct its own evaluation of instructional materials. The review must include a majority of classroom learning facilitators from that content area or grade-level ED

Section 60210(c). EC Section 60002 requires the LEA to promote the involvement of educational rights holders and other members of the community in the selection of instructional materials, in addition to learning facilitator involvement.

Professional Learning

Professional Development

MY Academy provides ongoing professional development opportunities to all learning facilitators and staff working with English Learners. The goal of this training is to help educators acquire specific skills needed to work with English Learners in the areas of ELD instruction, comprehensible core content instruction, program designs, curriculum expectations, and processes and services for English Learners. Training should also focus on multiculturalism and up-to-date research and pedagogy for English Learners to receive equitable and accessible support and opportunities to achieve and reach their goals.

Staff development opportunities include, but are not limited to, the following:
- ELD Standards
- ELPAC assessment and identification levels
- ELD strategies and instruction
- SDAIE strategies and instruction
- Differentiated instruction
- Ellevation Database Training
- Shared Best Practices

To ensure that all staff working with educational rights holders of EL students are appropriately trained, training participation and completion are documented.

Family & School Partnerships

MY Academy seeks to promote positive collaboration between educational rights holders and the school by promoting open communication and developing a working partnership between educational rights holders and the schools to provide equal access to education for all students. Educational rights holders of English Learners (EL) are encouraged to participate in their children's education and be active in assisting their children in attaining English proficiency, achieving academically at high levels, and meeting state standards. Educational rights holders are given information about the English Learner Advisory Committee (ELAC) and are encouraged to participate.

English Learner Advisory Committee (ELAC)

An English Learner Advisory Committee is a school-level committee composed of educational rights holders, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners. The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make educational rights holders aware of the importance of regular school attendance.
- Assisting in the evaluation of the English Learner Master Plan.
- Each ELAC shall have the opportunity to select at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation. Educational rights holders of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent the student body. The educational rights holders of English Learners shall elect the educational rights holder members of ELAC. Educational rights holders of English Learners shall be provided the opportunity to vote in the election. ELAC members shall receive training materials and training that will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training including costs associated with the attendance of members at training sessions. ELAC meeting agendas will be posted on the school website.

ELAC Membership

All educational rights holders of ELs and recently RFEPed students (within the academic school year) have an opportunity to participate as members of the committee. Members receive training and materials to assist members in carrying out their legal responsibilities in alignment with California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a) and California Code of Regulations, Title 5, Section 11308.

The ELAC is composed of the following:

- Principal or designee
- Educational rights holders of EL and students redesignated (RFEP) within the academic school year.
- School staff

Assessment and Student Program Monitoring

Accountability and Evaluation

California has been working for the past several years to improve education at the state level. The goal is to increase the academic achievement of all students by creating a coordinated system through the use of content and performance standards. In response to statewide accountability reform, MY Academy provides clearly defined standards and expectations for student learning. It has a primary goal that all students will meet the charter's academic content and performance standards.

Through the MY Academy assessment program, the assessment and accountability department carefully considers what students are asked to do, how student performance is evaluated, and how evaluation results are used. The assessment program is responsive to the developmental differences, linguistic differences, and special needs of English Learners. Through multiple forms of assessment, MY Academy is able to determine to what degree English Learners are achieving English proficiency and meeting academic achievement goals.

MY Academy' assessment practices with respect to English Learners are designed to:

- Assess and monitor language development by time in the program
- Assess academic achievement in meeting grade level core standards
- Assess progress of ELs achieving ELD grade level standards
- Ensure learning opportunities in reading and writing are provided
- Monitor that targeted interventions are working

Assessment data is compiled, analyzed and reported by MY Academy's leads and Data and Assessment Department. Their reports are then analyzed by the school leadership team, to produce a set of suggested program modifications, which are then shared with the Board of Directors, learning facilitators, and EL educational rights holders for additional input and approval. MY Academy annually determines the number and percentage of EL students who have become RFEP through ongoing uploads of information to CALPADS. CALPADS reports the actual count of EL, IFEP, and RFEP students during the calendar year as well as the number of learning facilitators providing and authorized to provide appropriate instruction for English Learners.

Monitoring of Long-Term English Learners

Long-term English Learners (LTEL) are defined as students who are in grades 6 to 12, have been enrolled in U.S. schools for more than six years, have remained at the same level of English for two or more years as measured by the state's annual proficiency exam, and have scored " standard not Met" or “standard nearly met" on the CAASPP ELA assessment.

ELs with little or no English proficiency need more time than native-English speakers to meet grade-level benchmarks in English and state-mandated testing targets. Schools must monitor student progress to ensure that additional and appropriate learning opportunities are provided in English language development and in reading, writing, and other academic content areas in order to close the achievement gap.

Benchmark assessments, course grades, and the CAASPP assessments, along with the number of years a student has been classified as an EL student, are used to determine if a student is making the appropriate movement toward becoming RFEP.

If, despite the implementation of school-wide interventions and supports, a student is still not making “adequate progress”, the school will hold a Student Study Team meeting to discuss the lack of progress. The SST team will plan further evaluation and intervention to support students who are not meeting interim benchmarks. Interventions will be noted and filed on the EL Master Tracking Spreadsheet, in their cumulative folder, and/or in a collaborative Google document. Additionally, educational rights holders will be notified annually if their student is at risk of becoming an LTEL or has been classified as an LTEL.

Meeting the Needs of Long-Term English Learners

The National Education Association’s Publication: Meeting the Unique Needs of Long-Term English Language Learners, A Guide for Educators provides valuable research-based information and best practices to guide schools and LEAs in supporting students at risk for becoming Long Term English Learners (LTEL).

Elementary School Strategies and Programs that Prevent the Creation of Long-Term English Language Learners:

The trajectory of a Long Term English Language Learner begins in elementary school. Taking the necessary steps early enough can help prevent an entire new generation of long-term ELL students. Successful elementary school programs offer high-quality language development programs and strategies that are consistent across grade levels.

- English Language Development/English as a Second Language: Dedicated, daily, and standards-based ELD/ESL programs address the specific needs of students at each fluency level and support instruction with quality materials that focus on all four language domains—with a major emphasis on building a strong oral language foundation; using language for interaction and meaning-making; and developing complex, precise, and academic language.
- Home language development: Programs that develop students’ home language (oral and literacy) to threshold levels are a strong foundation for developing English literacy and academic success (at least through third grade, more powerfully through fifth grade, and

optimally, ongoing throughout a student's education). Teaching students to read in their first language promotes higher levels of reading achievement in English and provides students with the benefits of bilingualism.

● Use curriculum, instruction, and strategies. Use resources that promote transfer between English and the home language.

● Enriched oral language development: Emphasize oral language throughout the curriculum.

● Modified instructional strategies and supplemental materials provide access to academic content.

● Program coherence and consistency: Provide coherence and consistency of program across grades, including, wherever possible, articulation and alignment with preschool.

● High-quality literature: Provide students/LTELs with exposure to high-quality literature and complex and expressive language.

Seven Basic Principles for Meeting the Needs of Middle and High School LTELs

Seven basic principles lie at the heart of successfully educating middle and high school Long Term English Language Learners:

1. Urgency: Focus urgently on accelerating LTEL progress towards attaining English proficiency and closing academic gaps.
2. Distinct needs: Recognize that the needs of LTELs are distinct and cannot adequately be addressed within a "struggling reader" paradigm or a generic "English Language Learner" approach, but require an explicit LTEL approach.
3. Language, literacy, and academics: Provide LTELs with language development, literacy development, and a program that addresses the academic gaps they have accrued.
4. Home language: Affirm the crucial role of home language in a student's life and learning, and provide home language development whenever possible.
5. Three R's: rigor, relevance, and relationships: Provide LTELs with rigorous and relevant curriculum and relationships with supportive adults (along with the supports to succeed).
6. Integration: End the ESL ghetto, cease the sink-or-swim approach, and provide maximum integration without sacrificing access to LTEL supports.
7. Active engagement: Invite, support, and insist that LTELs become active participants in their own education.

Instructional Support System

The Charter School is committed to closing the achievement gap for all students, including English Learners. The Instructional Support System for English Learners is a part of the standards-based system of instruction, assessment, monitoring, and evaluation provided for all students.

The Instructional Support System for English Learners is designed to provide the mechanisms for recording EL achievement, detecting academic deficits, and monitoring the effectiveness of interventions.

To ensure all students will catch up to their grade-level peers, we have the following essential elements:

1. All English Learners are held to the same Charter-adopted curriculum and performance standards in the core curricular areas as all other students.
2. All English Learners participate in a program of curriculum and instruction that is aligned to state content standards and designed to reduce all language barriers. The English Learner program is designed to ensure that participating EL students acquire English and learn grade-level academic content simultaneously and to the greatest extent possible. Components of this program include ELD, grade-level core curriculum, and assessment.
3. The Instructional Support System for English Learners includes an assessment and reporting process of student academic achievement for all students, including English Learners. The use of multiple measures, the disaggregating of student achievement data, and the regular reporting of student achievement data are integral components of the Charter assessment and reporting process and are recorded in the Ellevation platform.
4. The performance of EL and RFEP students is monitored:
    a. Students identified in need of interventions are provided the appropriate intervention aimed at filling in gaps in content knowledge so that ELs can gain full access to grade-level core content instruction in a reasonable period of time.
    b. Any areas of deficiency are noted, and appropriate modifications in instructional programs or student support systems are identified.

The Instructional Support System described here for ELs is based on five (5) essential elements that include adopted curriculum standards; curriculum and instruction aligned with adopted standards; assessment and reporting; charter and site level monitoring and intervention; and program evaluation.

1. Adopted Curriculum Standards: In MY Academy each English Learner is held to the same charter-adopted curriculum standards in the core curricular areas of English Language Arts, math, history-social science, and science as every other charter student. In addition, each EL student is expected to demonstrate mastery of the adopted ELD standards.
2. Curriculum and Instruction Aligned with Adopted Standards: MY Academy supports each English Learner in his/her appropriate level of language development in the core courses. Each English Learner participates in an instructional program with state-adopted materials that are aligned with charter and state standards. Through articulation meetings, staff members discuss and interpret data on English Learner students to address the issues surrounding English Learners who may have been in the educational system for some time and seem unable to move beyond this level.
3. Assessment and Reporting: MY Academy administers all state-mandated examinations. ELPAC assessments and ongoing multiple measures are used to assess student proficiency. Results are entered into the EL Master Tracking Spreadsheet for instructional planning and monitoring. Overall, student results are shared with the CEO and governing board.

4. Monitoring and Intervention: English Learner's assessment results are recorded on the EL Master Tracking Spreadsheet. The results are monitored to evaluate student learning in order to inform instruction and provide interventions as needed. When, according to ongoing assessments, students cannot meet interim expectations in academic content, they shall be referred by learning facilitators and educational rights holders to receive academic interventions and support that enable them to overcome any academic deficits before they become irreparable. The intervention itself will directly target the identified academic need. Delivery of the intervention shall be monitored and documented. The effectiveness of the intervention will then be determined based on student work and assessments.
5. Program Evaluation: MY Academy will conduct periodic evaluations of the effectiveness of its ELL program to determine if any modifications or improvements are required. This evaluation will include looking at the implementation of the ELL program, the effectiveness of the ELL program in meeting its goals for students (English language development and the ability to participate meaningfully in the educational program), and gathering appropriate input from knowledgeable persons and other Educational Partners.

Note: When Special Education students, identified as ELs, are not making adequate progress, Special Education learning facilitators must schedule an IEP meeting to discuss further interventions.

Monitoring of Reclassified Students

The school's Lead, learning facilitators, educational rights holders, and the assessment Lead supervise the process of monitoring reclassified students. School staff will use the Smarter Balanced assessment, local multiple measure scores, and learning facilitator assessments and observations to semi-annually monitor the progress of RFEP students for a period no less than four (4) years after reclassification. Student performance shall be reviewed at each progress reporting period. Those students found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. This monitoring of RFEP students is recorded in the Ellevation platform.

2025-2026

MASTER PLAN for ENGLISH LEARNERS

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Commitment and Purpose

Mission

Educating students through a personalized and collaborative learning approach, empowering them to lead purposeful and productive lives.

Vision

MY Academy students embrace their unique potential and are inspired to positively impact their Communities.

Goals and Objectives

The MY Academy English Learner Master Plan serves as a guide and gives an overview of the programs and resources provided for our English learners. The plan is centered around our vision, core beliefs, and goals for all students in our schools and affirms our commitment to each English learner as an individual by honoring their diversity and accelerating their English language proficiency while preparing them for the rigors of college, future careers, and becoming a productive and engaged global citizen.

The English Learner Master Plan provides a clear statement of policies related to the development, implementation, and evaluation of English learner programs and services that are required by all state and federal guidelines. These policies are based on current resources and initiatives related to the 2012 CA ELD Standards, the 2014 English Language Arts (ELA)/English Language Development (ELD) Framework and the California English Learner Roadmap and are in place in order to:

- Ensure that English learners will achieve English language proficiency as quickly as possible.
- Support the academic success of English learners by consistently providing high-quality services designed to meet their academic and linguistic needs.
- Develop cross-cultural awareness and appreciation of one's own culture and language, encourage bilingualism, and enhance the positive self-esteem of English learners.
- Embrace and encourage educational rights holder~~parent~~ and community involvement in meeting the needs of English learners.
- Provide staff and educational rights holder~~parent~~ training in the implementation of effective instructional programs and teaching strategies for English learners.
- Providing a process for monitoring the effectiveness of the program.

Guiding Principles of the California English Learner Roadmap

The California English Learner Roadmap will guide MY Academy to continuous improvement of the EL program over time. The Roadmap emphasizes four principles and approaches to teaching and learning that result in a more powerful, twenty-first-century education for all English learners.

Principle One: Assets-Oriented and Needs-Responsive Schools
Pre-schools and schools are responsive to different English learner (EL) strengths, needs, and identities and support the socio-emotional health and development of English learners. Programs value and build upon the cultural and linguistic assets students bring to their education in safe and affirming school climates. Educators value and build strong family, community, and school Partnerships.

Principle Two: Intellectual Quality of Instruction and Meaningful Access
English learners engage in intellectually rich, developmentally appropriate learning experiences that foster high levels of English proficiency. These experiences integrate language development, literacy, and content learning, as well as provide access for comprehension and participation through native language instruction and scaffolding. English learners have meaningful access to a full standards-based and relevant curriculum and the opportunity to develop proficiency in English and other languages.

Principle Three: System Conditions that Support Effectiveness
Each level of the school system (state, county, district, school, pre-school) has leaders and educators who are knowledgeable of and responsive to the strengths and needs of English learners and their communities and who utilize valid assessment and other data systems that inform instruction and continuous improvement. Each level of the system provides resources and tiered support to ensure strong programs and build the capacity of learning facilitator~~teacher~~s and staff to leverage the strengths and meet the needs of English learners.

Principle Four: Alignment and Articulation Within and Across Systems
English learners experience a coherent, articulated, and aligned set of practices and pathways across grade levels and educational segments, beginning with a strong foundation in early childhood and appropriate identification of strengths and needs and continuing through to reclassification, graduation, higher education, and career opportunities. These pathways foster the skills, language(s), literacy, and knowledge students need for college- and career-readiness and participation in a global, diverse, multilingual, twenty-first-century world through Integrated ELD.

For additional information, visit the CDE English Learner Roadmap web page.

MY Academy EL Population

MY Academy serves~~Academy's serve~~ a student population of TK through grade 12. Our English Learners make up approximately 14.7~~2.2~~%. There are 8~~14~~ different languages spoken by MY Academy EL students, with most of the EL students' primary language being Spanish.

Responding to Diverse Learners

Identification of English Learner Students

Federal Law mandates that all students in K–12, upon first enrollment in a California public school, the Local Education Agency (LEA) uses a standardized procedure to determine a student's primary Language.

Home Language Survey

This procedure begins with a home language survey (HLS), which is completed once by the educational rights holder~~parent~~ or guardian at the time the student is initially enrolled in a California public school. The HLS is used as the primary screener to identify if the student uses a primary language other than English. If at least one of the first three questions on the HLS is answered with a language "other than English", the assessment process to determine English language fluency begins. This process includes testing the student's English proficiency with the state-adopted English language proficiency assessment, English Language Proficiency Assessments for California (ELPAC). The initial assessment will be administered within thirty (30) calendar days of enrollment. In cases where educational rights holder~~parents/guardian~~s answer 'English' to all questions on the HLS, but educators notice the student using another language, this student may be assessed on the initial ELPAC so the school provides the child's civil right to access education. Educational rights holders~~Parents~~ and school personnel should work collaboratively to identify if the child is or is not an English learner.

The HLS should not be readministered yearly or readministered if a student enrolls in a new LEA. If the HLS is completed in error, the educational rights holder~~parent~~ or guardian may make a request to change it prior to the assessment. However, once a student is identified as an EL on the basis of the results of the Initial ELPAC and the student has been administered the Summative ELPAC, changing the HLS will not change the student's identification. While cumulative student records are in transit for a student transferring from another California School District, the California Longitudinal Pupil Achievement Data System (CALPADS) shall be used to determine whether a student has a history of being an English Language Learner. If a student has a history of being an English Learner, the student will be given an annual Summative ELPAC assessment during the February 1st through May 31st test window.

ELPAC Assessment

For California's public school students, the English Language Proficiency Assessment for California (ELPAC) is the required state test for English Language Proficiency (ELP) that must be given to students whose primary language is not English, as determined by the HLS or learning facilitator~~teacher~~ observation. State law (California Education Code [EC] sections 313 and 60810) and federal law (Titles I and III of the Every Student Succeeds Act [ESSA], the reauthorization of the Elementary and Secondary Education Act [ESEA]) require that LEAs administer a state test of English language proficiency (ELP) and develop an English Learner Progress Indicator (ELPI) for (1) newly enrolled students in grades K-12 whose primary language is not English, as an initial assessment; and (2) students who are English Learners (ELs)as a summative assessment. ELPAC results are not used to measure academic achievement. There is no opt-out option for the ELPAC for eligible students. State and federal laws require that all English learner students be assessed annually on the state English language proficiency assessment until reclassified as fluent English proficient.

Once tests are scored by the testing agency, individual student score reports (SSRs) are loaded directly to both the educational rights holder~~parent~~ and student portals of the school's student information system from the Test Operation Management System. Once scores are received, educational rights holders~~parents~~ will also be informed of test results within 30 calendar days from the first day of the current school year via email. If some or all SSRs are received after the last day of instruction for the school year, educational rights holder~~parent~~s will receive the SSR within 15 working days at the start of the next school year. Educational rights holder~~Parents/guardian~~s are notified of results in writing in a language they can understand (or orally if they are unable to understand written communication). Educational rights holder~~Parent~~s will also be notified in any language of which 15% or more of the student population speaks in common. Additionally, each student's test results are uploaded to the charter's student information system, as well as recorded in our database, Ellevation, and on the English Language Master Tracking Sheet. When a student withdraws from MY Academy Charter School, a list of the student's test results will be printed from the student information system and included in the student's requested cume file.

Initial ELPAC Assessment

The Initial ELPAC aims to identify students who are ELs or are initial fluent English proficient (IFEP). All students in kindergarten through grade twelve (K–12), ages three through twenty-one, whose primary language is a language other than English must take the Initial ELPAC within 30 calendar days after they are first enrolled in a California public school or 60 calendar days prior to instruction, but not before July 1, per ELPAC regulations.

The Initial ELPAC window is from July 1, 2025, to June 30, 2026. The Initial ELPAC measures the ELP in the four language domains of listening, speaking, reading, and writing and identifies students as beginning either fluent in English (IFEP) or an English Learner (Intermediate or Novice).

The Initial Alternate ELPAC is administered as an initial assessment to newly enrolled students with the most significant cognitive disabilities whose IEP team determined they are eligible for alternate assessments and have a language other than English, as indicated on a home language survey.

Initial ELPAC and Alternate Initial ELPAC Student Score Reports

The official score for the Initial ELPAC and the Alternate Initial ELPAC is produced once the LEA has entered and locked in the student's raw scores into the state assessment system. Individual student Initial ELPAC results include:

1. An Overall performance level and scale score which will indicate which of the three performance levels the student achieved: IFEP, Intermediate EL, and Novice EL.

Initial Fluent English Proficient (IFEP)
Students at this level have well-developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways appropriate to different tasks, purposes, and audiences in various social and academic contexts.

Intermediate English Learner
Students at this level have somewhat developed to moderately developed oral (listening and speaking) and written (reading and writing) skills. This level captures a broad range of English learners, from those who can use English only to meet immediate communication needs to those who can, at times, use English to learn and communicate in meaningful ways on a range of topics and content areas.

Novice English Learner
Students at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts. They need substantial linguistic support to communicate on less familiar tasks and topics.

2. A performance level for each composite tested (Oral and Written Language) is well-developed, somewhat to moderately developed, and minimally developed.

The initial ELPAC results are used to identify ELs who need to develop their listening, speaking, reading, and writing skills in English. This information, used with other local assessments, assists LEAs and schools when making placement decisions for new students who are identified as ELs. The initial ELPAC results are also used to identify students who are IFEP and are able to participate in the regular (core) academic program without further English language support.

More information for families and staff can be found at https://www.caaspp-elpac.org or the California Department of Education: Parent Guides to Understanding at https://www.cde.ca.gov/ta/tg/ca/parentguidetounderstand.asp.

Summative ELPAC Assessment

The Summative ELPAC is given only to students who have previously been identified as English Learners based upon Initial ELPAC results. The Summative ELPAC is aligned with the 2012 California English Language Development Standards, measuring the English Language Proficiency (ELP) and how well a student is progressing with English development in each of the four domains: Listening, Speaking, Reading, and Writing.

The Summative Alternate ELPAC is a summative assessment for EL students with the most significant cognitive disabilities whose IEP team determined they are eligible for alternate assessments. This assessment must be administered annually to eligible students until they are reclassified as fluent English proficient.

This information is used to assist LEAs and schools in the ongoing process of program monitoring and evaluation. And to help determine if a student is ready to be reclassified. The Summative ELPAC and the Summative Alternate ELPAC must be given annually to students identified as ELs until they are reclassified to Fluent English Proficient (RFEP). The Summative ELPAC administration window is open from February 1 through May 31.

Summative ELPAC Student Score Reports

The official score for the Summative ELPAC is produced by the test contractor. The Summative ELPAC report includes the following information:

- An overall performance level and scale score
- A performance level and scale score for each composite tested (Oral and Written Language)
- A performance level for each domain tested (Listening, Speaking, Reading, and Writing)

Scale score ranges for each of the four performance levels are identified for Overall, Oral Language, and Written Language for all grades tested. These ranges incorporate the performance level cut scores approved by the State Board of Education (SBE). Descriptors are:

Level 4: Well Developed

English Learners at this level have well-developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways appropriate to different tasks, purposes, and audiences in various social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency

level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (2012 CA ELD Standards).

Level 3: Moderately Developed
English Learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate meaningfully in various topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the 2012 CA ELD Standards.

Level 2: Somewhat Developed
English Learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the “Expanding” proficiency level as described in the 2012 CA ELD Standards.

Level 1: Minimally Developed
English Learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts and to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the 2012 CA ELD Standards.

The Summative Alternate ELPAC Student Score Report

Level 3: Fluent English Proficient
English learners at this level have sufficient English language proficiency (ELP). They may need occasional linguistic support to enable them to access adapted grade-level content in English.

Level 2: Intermediate English Learner
English learners at this level have moderate ELP. They may need frequent linguistic support to enable them to access adapted grade-level content in English.

Level 1: Novice English Learner

English learners at this level have minimal ELP. They need substantial linguistic support to enable them to access adapted grade-level content in English.

Reclassification

California Education Code (EC) Section 313 and the California Code of Regulations (5CCR) Section 11308 require that each English Learner who 1) has demonstrated English language proficiency comparable to that of the average native English speaker and 2) who can participate effectively in a curriculum designed for pupils of the same age whose native language is English be Reclassified Fluent English Proficient (RFEP). MY Academy Charter School recognizes the importance and irreversibility of this item and has established the following criteria and process to fully address this obligation. Once a student has demonstrated that he/she is ready to participate fully in all English instruction without special support services, the student is ready for reclassification.

Reclassification Criteria

MY Academy Charter School uses the following criteria to reclassify EL students to RFEP status, as set forth in EC Section 313 and Title 5 California of Regulations (5 CCR) Section 11303:

1. Summative ELPAC Overall Score of 4 (score of 3 needed for the Summative Alternate ELPAC)
2. Learning Facilitator~~Teacher~~ Evaluation by use of the Observation Protocol for Learning Facilitator~~Teacher~~s of English Learners (OPTEL)
3. Educational rights holder~~Parent~~ Consultation by use of the OPTEL Parent Consultation Form
4. Evaluation of basic skills relative to the average performance of native English speakers of the same age, based on locally established empirical benchmarks.

Reclassification Process

Reclassification is the culmination of an EL student' s participation in the program for English Learners and is conducted each year when the charter receives ELPAC score reports.

Based on the above reclassification criteria, if a student is deemed to qualify for reclassification, a letter will be drafted by the administration. The letter will include all data pertinent to the reclassification. Once the administration and the educational rights holder~~parent/guardian~~ of the student have signed the form, the reclassification will take place. The language acquisition status of the student will be updated in the student information system, Ellevation, on the EL Master Tracking Spreadsheet, and ultimately in the state reporting system (CALPADS). Additionally, all learning facilitator~~teacher~~s associated with the student will be informed of the reclassification.

English Learners in Special Education

In accordance with the ED guidance issued in July 2014, the ED requires that all ELs with disabilities, or dually identified students, participate in the state's ELP assessment. Federal law requires that all ELs with disabilities participate in the state ELP assessment in the following ways, as determined by the IEP team:

- In the regular state ELP assessment without universal tools, designated supports, and accommodations
- In the regular state ELP assessment with universal tools, designated supports, and accommodations determined by the IEP team or Section 504 team
- In an alternate assessment aligned with the state's ELD standards, if the IEP team determines that the student is unable to participate in the regular ELP assessment with or without universal tools, designated supports, and accommodations.

Role of the IEP Team

The IEP team is an essential component in establishing the appropriate academic and functional goals, determining the specifically designed instructional program to meet the unique needs of all ELs with disabilities, and making decisions about how students can participate in the state ELP assessment. In accordance with the new ED guidance, the IEP team is responsible for:

- Making decisions about the content of a student's IEP, including whether a student must take a regular state assessment (in this case, the ELPAC assessment), with or without appropriate universal tools, designated supports and/or accommodations, or an alternate assessment in lieu of the regular ELPAC assessment (ED, July 2014, FAQ #4). Students with disabilities who cannot take one or more domains of the ELPAC with approved accessibility resources are eligible for a domain exemption. A domain exemption may be used if an English learner has a disability that precludes assessment of the student in one or more domains of the English language proficiency assessment such that there are no appropriate accommodations for the affected domain(s). This use of a domain exemption(s) must be identified in the student's individualized educational program (IEP) or Section 504 plan. For a student to be assigned an Overall score, the student will need to be assessed in all domains to receive a student score report.
- Developing an IEP for each student with a disability, including each EL with a disability, at an IEP team meeting, which includes school officials and the child's educational rights holder~~parents/guardian~~s. The Individuals with Disabilities Education Act (IDEA) regulation in the Code of Federal Regulations, Title 34, (34 CFR) Section 300.321(a) specifies the participants to be included on each child's IEP team. It is essential that IEP teams for ELs with disabilities include persons with expertise in English language acquisition. (ED, July 2014, FAQ ~~#~~5).
- Ensuring that ELs' educational rights holder~~parents or guardian~~s understand and are able to meaningfully participate in IEP team meetings at which the child's participation in the annual state ELP assessment is discussed. If an educational rights holder ~~parent~~ whose primary language is other than English is participating in IEP meetings, the IDEA regulations require

each public agency to take whatever action necessary to ensure that the educational rights holder~~parent~~ understands the proceedings of the IEP team meeting, including arranging for an interpreter (34 CFR Section 300.322[e]). When educational rights holder~~parent~~s themselves are ELs, Title VI of the Civil Rights Act of 1964 also requires that the LEA effectively communicate with educational rights holder~~parent~~s in a manner and form they can understand, such as by providing free interpretation and/or translation services (ED, July 2014, FAQ #6).

IEP teams will ensure that each English Learner receives appropriate services to develop English proficiency and have equitable access to the full curriculum. Each English Learner's IEP shall include linguistically appropriate goals and objectives based on the student's English proficiency level and the ELD standards. Such goals and objectives will fully address ELD and core content instruction. Each IEP shall also clearly delineate the person(s) and/or programs responsible for providing each instructional service. A parental exception waiver is not required for an English Learner whose IEP indicates that instructional services will be provided through an Alternative Program.

Special Education: Assessment

Students whose initial Home Language Survey indicates that a language other than English is spoken will be assessed on the ELPAC test within the first 30 days of school. ELPAC testing is considered to be one of the state's standardized tests; therefore, accommodations/modifications provided in the IEP for any standardized test will apply. SPED students with an existing EL classification will be assessed annually. If the IEP team determines that a student will participate in the California Alternate Assessment (CAA), the team must also determine whether the student qualifies for the Alternate ELPAC.

Special Education: Classification

Students who are classified as English Learners MUST have their ELD needs addressed as part of their Individualized Education Program (IEP). Students who have been reclassified as Fluent English Proficient (RFEP) or who were initially identified as Initially Fluent English Proficient (IFEP) are not considered English Learners for the purpose of the IEP. Their progress is still monitored, but ELD does not need to be addressed on the IEP.

Special Education Reclassification for Dually Identified Students

In some cases, an IEP team may find that it is the disability that interferes with a dually identified student's ability to demonstrate English fluency due to Communication Disorders and/or Cognitive Disabilities. In these cases, the IEP team assesses student progress and considers reclassification of the student to RFEP status.

The IEP team may be designated to make reclassification decisions as long as team members utilize state reclassification criteria and apply those criteria to students with disabilities according to state guidelines. IEP teams may not modify Criterion 1 for reclassification, which requires meeting the

SBE-adopted Overall PL 4 on the Summative ELPAC or PL 3 on the Summative Alternate ELPAC. This allows for all students to be held to a consistent and rigorous standard in demonstrating ELP in order to be exited from EL services.

Ideally, this should be done as early as possible, as soon as one to two summative test administrations, or as soon as there is reasonable evidence that it is a student's disability that prohibits English Language Acquisition.

If the recommendation for reclassification is taking place as part of the student's initial IEP or annual review, then the IEP Team Reclassification Determination Worksheet is to be completed, along with all other pages of the IEP to reflect the recommendation that the student is to be reclassified as RFEP (Reclassified Fluent English Proficient). If the recommendation for reclassification occurs between annual reviews, then in addition to completing the IEP Team Reclassification Determination Worksheet, an IEP Amendment meeting and form must also be completed. Because this is an IEP team recommendation, the educational rights holder~~parent~~s, the EL Assessment Coordinator, and all applicable staff should be a part of the reclassification meeting and decision. If the team decides to reclassify the student as RFEP, the EL Assessment Coordinator will include a copy of the IEP Team Reclassification Determination Worksheet in the student's file. The EL Assessment Coordinator will then follow the regular reclassification process to update the student's English Language Acquisition Status and notify all parties involved. If the reclassification is not agreed upon, the IEP team must ensure that the IEP continues to address the needs of the student who remains classified as an English learning Student.

ELD Program Options

Personalized English Language Mainstream Program

English Learners in MY Academy participate in an English Language Mainstream Program. This instructional program is designed to promote the acquisition of high levels of English language proficiency and access to the core curriculum. In the mainstream English program, English is the language of instruction for all subjects with no primary language support. Students in an English Language Mainstream Program will be supported by their instructors through the use of SDAIE strategies. Students may also be concurrently enrolled in an ELD support class. English Learners in the English Language Mainstream Program will receive ELD instruction until they are reclassified as English proficient. In the English Language Mainstream Program of MY Academy:

- Core instruction in language arts, math, science, and social science is taught in English using charter-approved curriculum and SDAIE methodology
- English Language Learners receive both integrated and designated ELD instruction which addresses the ELD standards in listening, speaking, reading and writing.

- Learning facilitator~~Teacher~~s working with EL students will be appropriately authorized, i.e., CLAD or equivalent.

Educational Rights Holder~~Parent~~ Notification of Programs

All educational rights holder~~parent~~s of English Learners, regardless of proficiency, must be notified at initial enrollment and annually, in writing, of program placement of their children and must also be provided with a description of our program, including educational materials used in this program and their entitlement to request a waiver. The information must be provided in a language the educational rights holder~~parent~~s understand within 30 days of enrollment.

Staffing

Staffing Authorizations

Under the management of the Director of Human Resources, MY Academy takes an active role in the recruitment and staffing of authorized personnel for all English Learner programs and makes it a priority to hire CLAD or equivalent learning facilitator~~teacher~~s. Learning facilitator~~Teacher~~s providing instruction in a Mainstream English Program shall be authorized to provide appropriate core content and ELD instruction. This is achieved via a CLAD or equivalent authorization.

Learning facilitator~~Teacher~~s who are not currently authorized but who are working with English Learners, shall be required to sign a memorandum of understanding stipulating that they will be actively participating in professional development designed to secure appropriate authorization within two years. The HR Department will then monitor attendance at professional development activities to ensure that such learning facilitator~~teacher~~s remain on track to complete the necessary training for their authorizations.

Access to Core Curriculum

All English learners are provided quality, standards-based, rigorous curriculum and instruction in all CORE content areas as well as Advanced Placement courses, enrichment classes, and college and career programs. Integrated ELD instruction and strategies are consistently implemented to meet the individual needs of each English learner.

Specially Designed Academic Instruction in English (SDAIE)

SDAIE is a methodology used to make subject area content, delivered in English, comprehensible in order to meet the needs of limited-English-proficient pupils. Academic instruction through English is modified to meet the student's level of language proficiency. Learning facilitator~~Teacher~~s use

specialized strategies that enable students to understand, participate in, and access the core curriculum. (EC 44253.2[b]).

English as the Language of Instruction

In accordance with California Education Code Section 305, all students in California public schools, including those enrolled in independent study programs, must be taught in English for all core academic areas. This is to include, but not limited to, English Language Arts, Math, History, and Science. This requirement ensures that all students, including English Learners, receive equitable access to instruction that promotes English language proficiency and academic success.

To meet this requirement:

- Instruction in all subjects will be provided in English, including synchronous and asynchronous components of the independent study program.
- Participation in synchronous and/or asynchronous instruction for all core academic areas in English is mandatory for all English Learner students, regardless of their English Learner status or participation in an ELD program, as this is essential for meaningful interaction and mastery of academic content.
- Opting out of this instruction is not permitted, as it is integral to ensuring compliance with state law and the successful implementation of MY Academy's academic program.

This policy ensures that MY Academy upholds the legal and educational responsibilities to all students, fostering an environment where English language acquisition and academic achievement are prioritized.

English Language Development

English Language Development (ELD) Standards

MY Academy's English Language Development program is grounded in research and aligned to the 2014 California State ELA/ELD Framework. The ELA/ELD Framework helps define how the California English Language Arts and English Language Development standards will be taught and assessed. Both sets of standards represent the skills, knowledge, and abilities English learners must possess in order to become 21st Century and College and Career Ready and describe what students should know and be able to do at each of the five levels of English proficiency. MY Academy is committed to implementing the ELA/ELD Framework, the California State Standards, and English Language Development Standards through its adopted ELA/ELD programs. As stated in the ELA/ELD Framework Executive Summary: "The purpose of ELD instruction is to amplify (magnify and make clear) areas of English language development that are crucial for academic learning. The standards

emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. The standards help learning facilitator~~teacher~~s support EL students to interact meaningfully with others and complex texts, engage in and learn through intellectually challenging tasks across the content areas, develop academic English, and develop awareness about how English works so that they can use it intentionally and purposefully."

The California ELD standards are organized into three parts.

Part 1: Interacting in Meaningful Ways

English learners participate in meaningful and intellectually challenging tasks in three ways:

- Collaboratively, by communicating with others about social and academic topics.
- Interpretively, by understanding written and spoken information.
- Productively, by writing or presenting to explain ideas and information.

Part II: Learning About How English Works

English learners comprehend and produce academic texts in various content areas.

- English learners use language to create organized texts, expand and enrich ideas, and connect and condense ideas.

Part III: Using Foundational Literacy Skills.

This section emphasizes how all learning facilitator~~teacher~~s play a crucial role in developing the literacy of ELs.

- English learners at all grades require specialized instruction to learn foundational literacy skills based on their age, previous literacy, and educational experiences

The CA ELD Standards are aligned to the CA CCSS for ELA/Literacy as they magnify and make clear areas of English language development that are crucial for academic learning. The standards emphasize language learning as a social process and language itself as a complex and dynamic meaning-making resource. They promote the notion of supporting English Learners to develop awareness that different languages and variations of English exist and that their home languages and cultures are valuable resources in their own right and useful for building proficiency in English.

Key Themes of ELA/Literacy and ELD Instruction

Meaning Making

Meaning making is at the heart of ELA/literacy and ELD instruction. It is the central purpose for interacting with text, producing text, engaging in research, participating in discussion, and giving presentations. It is the reason for learning foundational skills and for expanding language. Meaning making includes literal understanding but is not confined to it at any grade or with any student. Inference making and critical reading, writing, and listening are given substantial and explicit attention

in every discipline. Among the contributors to meaning making are language, knowledge, motivation, and, in the case of reading and writing, the ability to recognize printed words and use the alphabetic code to express ideas.

Language Development

Language is the cornerstone of literacy and learning. It is with and through language that students learn, think, and express information, ideas, perspectives, and questions. The strands of the CA CCSS for ELA/ Literacy—Reading, Writing, Speaking and Listening, and Language—all have language at the core, as do the parts of the CA ELD Standards—Interacting in Meaningful Ways, Learning About How English Works, and Using Foundational Literacy Skills. Students enrich their language as they read, write, speak, listen, interact, and learn about language. The foundational skills provide access to written language.

Effective Expression

Each strand of the CA CCSS for ELA/Literacy and each part of the CA ELD Standards includes attention to effective expression. Students learn to examine the author's craft as they read, analyzing how authors use language, text structure, and images to convey information, influence their readers, and evoke responses. Students learn to effectively express themselves as writers, discussion partners, and presenters, and they use digital media and visual displays to enhance their expression. They gain command over written and spoken English conventions, and they learn to communicate in ways appropriate for the context and task.

Content Knowledge

Content knowledge is a powerful contributor to the comprehension of text. It also undergirds the ability to write effective opinions/arguments, narratives, and explanatory/informational text, engage in meaningful discussions; and present ideas and information to others. It contributes significantly to language development, and it is fundamental to learning about how English works. Both sets of standards ensure that students can learn from informational texts and can share their knowledge as writers and speakers. An organized independent reading program contributes to knowledge. Content knowledge has a powerful reciprocal relationship with the development of literacy and language.

Foundational Skills

Acquisition of the foundational skills enables students to independently read and use written language to learn about the world and themselves, experience extraordinary and diverse works of literary fiction and nonfiction, and share their knowledge, ideas, stories, and perspectives with others. Students who know how to decode and develop automaticity with an increasing number of words are best positioned to make significant strides in meaning making, language development, effective expression, and content knowledge. At the same time, attention to those themes provides the very reason for learning about the alphabetic code and propels progress in the foundational skills.

Charter schools enrolling English Learners have a dual obligation, as do all LEAs, to provide a program for EL students designed to overcome language barriers and provide access to the core curriculum (Castañeda v. Pickard 648 F.2d 989, [5th Cir. 1981]). The CDE recognizes that both services, including classified ELD, must be an integral part of a comprehensive program for every English Learner.

The ability to read, write, and communicate with competence and confidence in English across a range of personal and academic contexts expands students' opportunities for career and college success, full and wise participation in a democratic society and global economy, and achievement of their personal aspirations. Moreover, literacy and language skills provide individuals with access to extraordinary and powerful literature that widens perspectives, illuminates the human experience, and deepens understandings of self and others.

Designated English Language Development

MY Academy's English language development program is designed to support the academic success and reclassification of English learners. The learning facilitator~~teacher~~ implements techniques, methodology, and supplemental curriculum designated to teach ELs explicitly about the English language, academic vocabulary, and develop their English language proficiency in all four language domains: speaking, listening, reading, and writing. MY Academy will create a personalized ELD instruction pathway geared to the student's level of English proficiency.

Designated ELD instruction and individual academic support are provided to English learners during dedicated times each week. Students are grouped for designated ELD by their English language proficiency levels (Emerging, Expanding, Bridging). However, the three levels of language proficiency are not static but rather represent a continuum of language learning and decisions about grouping will be made in the student's best interest. learning facilitator~~Teacher~~s use the student's production and interpretation of the English language to choose appropriate learning supports, inform instructional decisions, and keep track of academic progress.

Instructional Materials to Support the CA CCSS for ELA/Literacy and CA ELD Standards

The Designated ELD curriculum and materials were chosen specifically to address the varied cultural and language backgrounds our English learners possess, enabling learners and educators to celebrate their own cultures and everyday lived experiences while also learning about those of others. It includes authentic content from around the world to develop the student's understanding of different cultures and viewpoints of others around the globe.

The State Board of Education adopts instructional materials for use by students in kindergarten through grade eight. LEAs- school districts, charter schools, and county offices of education- ARE NOT required to purchase state-adopted instructional materials according to EC Section 60210(a). If

an LEA chooses to use non-adopted materials, it has the responsibility to adopt materials that best meet the needs of its students and to conduct its own evaluation of instructional materials. The review must include a majority of classroom learning facilitator~~teacher~~s from that content area or grade-level ED Section 60210(c). EC Section 60002 requires the LEA to promote the involvement of educational rights holder~~parent~~s and other members of the community in the selection of instructional materials, in addition to learning facilitator~~teacher~~ involvement.

Professional Learning

Professional Development

MY Academy provides ongoing professional development opportunities to all learning facilitator~~teacher~~s and staff working with English Learners. The goal of this training is to help educators acquire specific skills needed to work with English Learners in the areas of ELD instruction, comprehensible core content instruction, program designs, curriculum expectations, and processes and services for English Learners. Training should also focus on multiculturalism and up-to-date research and pedagogy for English Learners to receive equitable and accessible support and opportunities to achieve and reach their goals.

Staff development opportunities include, but are not limited to, the following:
- ELD Standards
- ELPAC assessment and identification levels
- ELD strategies and instruction
- SDAIE strategies and instruction
- Differentiated instruction
- Ellevation Database Training
- Shared Best Practices

To ensure that all staff working with educational rights holder~~parent~~s of EL students are appropriately trained, training participation and completion are documented.

Family & School Partnerships

MY Academy seeks to promote positive collaboration between educational rights holder~~parent~~s and the school by promoting open communication and developing a working partnership between educational rights holder~~parent~~s and the schools to provide equal access to education for all students. Educational rights holder~~Parent~~s of English Learners (EL) are encouraged to participate in their children's education and be active in assisting their children in attaining English proficiency, achieving academically at high levels, and meeting state standards. Educational rights holder~~Parent~~s

are given information about the English Learner Advisory Committee (ELAC) and are encouraged to participate.

English Learner Advisory Committee (ELAC)

An English Learner Advisory Committee is a school-level committee composed of educational rights holder~~parent~~s, staff, and community members designated to advise school officials on English learner programs and services and is required for any California public school with 21 or more English Learners. The ELAC shall be responsible for the following tasks:

- Advising the principal and staff in the development of a site plan for English learners.
- Assisting in the development of the schoolwide needs assessment.
- Ways to make educational rights holder~~parent~~s aware of the importance of regular school attendance.
- Assisting in the evaluation of the English Learner Master Plan.
- Each ELAC shall have the opportunity to select at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation. Educational rights holders~~Parents or guardians~~ of English Learners shall constitute at least the same percentage of the ELAC membership as their children represent the student body. The educational rights holder~~parents or guardian~~s of English Learners shall elect the educational rights holder~~parent~~ members of ELAC. Educational rights holder~~Parents or guardian~~s of English Learners shall be provided the opportunity to vote in the election. ELAC members shall receive training materials and training that will assist them in carrying out their required advisory responsibilities. Training shall be planned in full consultation with committee members, and funds from appropriate resources may be used to meet the costs of providing the training including costs associated with the attendance of members at training sessions. ELAC meeting agendas will be posted on the school website.

ELAC Membership

All educational rights holders~~parents/guardians~~ of ELs and recently RFEPed students (within the academic school year) have an opportunity to participate as members of the committee. Members receive training and materials to assist members in carrying out their legal responsibilities in alignment with California Education Code, sections 35147, 52176(b) and (c), 62002.5, and 64001(a) and California Code of Regulations, Title 5, Section 11308.

The ELAC is composed of the following:

- Principal or designee
- Educational rights holders~~Parents~~ of EL and students redesignated (RFEP) within the academic school year.
- School staff

Assessment and Student Program Monitoring

Accountability and Evaluation

California has been working for the past several years to improve education at the state level. The goal is to increase the academic achievement of all students by creating a coordinated system through the use of content and performance standards. In response to statewide accountability reform, MY Academy provides clearly defined standards and expectations for student learning. It has a primary goal that all students will meet the charter's academic content and performance standards.

Through the MY Academy assessment program, the assessment and accountability department carefully considers what students are asked to do, how student performance is evaluated, and how evaluation results are used. The assessment program is responsive to the developmental differences, linguistic differences, and special needs of English Learners. Through multiple forms of assessment, MY Academy is able to determine to what degree English Learners are achieving English proficiency and meeting academic achievement goals.

MY Academy' assessment practices with respect to English Learners are designed to:

- Assess and monitor language development by time in the program
- Assess academic achievement in meeting grade level core standards
- Assess progress of ELs achieving ELD grade level standards
- Ensure learning opportunities in reading and writing are provided
- Monitor that targeted interventions are working

Assessment data is compiled, analyzed and reported by MY Academy's leads and Data and Assessment Department. Their reports are then analyzed by the school leadership team, to produce a set of suggested program modifications, which are then shared with the Board of Directors, learning facilitator~~teacher~~s, and EL educational rights holder~~parent~~s for additional input and approval. MY Academy annually determines the number and percentage of EL students who have become RFEP through ongoing uploads of information to CALPADS. CALPADS reports the actual count of EL, IFEP, and RFEP students during the calendar year as well as the number of learning facilitator~~teacher~~s providing and authorized to provide appropriate instruction for English Learners.

Monitoring of Long-Term English Learners

Long-term English Learners (LTEL) are defined as students who are in grades 6 to 12, have been enrolled in U.S. schools for more than six years, have remained at the same level of English for two or more years as measured by the state's annual proficiency exam, and have scored " standard not Met" or “standard nearly met" on the CAASPP ELA assessment.

ELs with little or no English proficiency need more time than native-English speakers to meet grade-level benchmarks in English and state-mandated testing targets. Schools must monitor student progress to ensure that additional and appropriate learning opportunities are provided in English language development and in reading, writing, and other academic content areas in order to close the achievement gap.

Benchmark assessments, course grades, and the CAASPP assessments, along with the number of years a student has been classified as an EL student, are used to determine if a student is making the appropriate movement toward becoming RFEP.

If, despite the implementation of school-wide interventions and supports, a student is still not making “adequate progress”, the school will hold a Student Study Team meeting to discuss the lack of progress. The SST team will plan further evaluation and intervention to support students who are not meeting interim benchmarks. Interventions will be noted and filed on the EL Master Tracking Spreadsheet, in their cumulative folder, and/or in a collaborative Google document. Additionally, educational rights holder~~parent~~s will be notified annually if their student is at risk of becoming an LTEL or has been classified as an LTEL.

Meeting the Needs of Long-Term English Learners

The National Education Association’s Publication: Meeting the Unique Needs of Long-Term English Language Learners, A Guide for Educators provides valuable research-based information and best practices to guide schools and LEAs in supporting students at risk for becoming Long Term English Learners (LTEL).

Elementary School Strategies and Programs that Prevent the Creation of Long-Term English Language Learners:

The trajectory of a Long Term English Language Learner begins in elementary school. Taking the necessary steps early enough can help prevent an entire new generation of long-term ELL students. Successful elementary school programs offer high-quality language development programs and strategies that are consistent across grade levels.

- English Language Development/English as a Second Language: Dedicated, daily, and standards-based ELD/ESL programs address the specific needs of students at each fluency level and support instruction with quality materials that focus on all four language domains—with a major emphasis on building a strong oral language foundation; using language for interaction and meaning-making; and developing complex, precise, and academic language.
- Home language development: Programs that develop students’ home language (oral and literacy) to threshold levels are a strong foundation for developing English literacy and academic success (at least through third grade, more powerfully through fifth grade, and

optimally, ongoing throughout a student's education). Teaching students to read in their first language promotes higher levels of reading achievement in English and provides students with the benefits of bilingualism.

● Use curriculum, instruction, and strategies. Use resources that promote transfer between English and the home language.

● Enriched oral language development: Emphasize oral language throughout the curriculum.

● Modified instructional strategies and supplemental materials provide access to academic content.

● Program coherence and consistency: Provide coherence and consistency of program across grades, including, wherever possible, articulation and alignment with preschool.

● High-quality literature: Provide students/LTELs with exposure to high-quality literature and complex and expressive language.

Seven Basic Principles for Meeting the Needs of Middle and High School LTELs

Seven basic principles lie at the heart of successfully educating middle and high school Long Term English Language Learners:

1. Urgency: Focus urgently on accelerating LTEL progress towards attaining English proficiency and closing academic gaps.
2. Distinct needs: Recognize that the needs of LTELs are distinct and cannot adequately be addressed within a "struggling reader" paradigm or a generic "English Language Learner" approach, but require an explicit LTEL approach.
3. Language, literacy, and academics: Provide LTELs with language development, literacy development, and a program that addresses the academic gaps they have accrued.
4. Home language: Affirm the crucial role of home language in a student's life and learning, and provide home language development whenever possible.
5. Three R's: rigor, relevance, and relationships: Provide LTELs with rigorous and relevant curriculum and relationships with supportive adults (along with the supports to succeed).
6. Integration: End the ESL ghetto, cease the sink-or-swim approach, and provide maximum integration without sacrificing access to LTEL supports.
7. Active engagement: Invite, support, and insist that LTELs become active participants in their own education.

Instructional Support System

The Charter School is committed to closing the achievement gap for all students, including English Learners. The Instructional Support System for English Learners is a part of the standards-based system of instruction, assessment, monitoring, and evaluation provided for all students.

The Instructional Support System for English Learners is designed to provide the mechanisms for recording EL achievement, detecting academic deficits, and monitoring the effectiveness of interventions.

To ensure all students will catch up to their grade-level peers, we have the following essential elements:

1. All English Learners are held to the same Charter-adopted curriculum and performance standards in the core curricular areas as all other students.
2. All English Learners participate in a program of curriculum and instruction that is aligned to state content standards and designed to reduce all language barriers. The English Learner program is designed to ensure that participating EL students acquire English and learn grade-level academic content simultaneously and to the greatest extent possible. Components of this program include ELD, grade-level core curriculum, and assessment.
3. The Instructional Support System for English Learners includes an assessment and reporting process of student academic achievement for all students, including English Learners. The use of multiple measures, the disaggregating of student achievement data, and the regular reporting of student achievement data are integral components of the Charter assessment and reporting process and are recorded in the Ellevation platform.
4. The performance of EL and RFEP students is monitored:
    a. Students identified in need of interventions are provided the appropriate intervention aimed at filling in gaps in content knowledge so that ELs can gain full access to grade-level core content instruction in a reasonable period of time.
    b. Any areas of deficiency are noted, and appropriate modifications in instructional programs or student support systems are identified.

The Instructional Support System described here for ELs is based on five (5) essential elements that include adopted curriculum standards; curriculum and instruction aligned with adopted standards; assessment and reporting; charter and site level monitoring and intervention; and program evaluation.

1. Adopted Curriculum Standards: In MY Academy each English Learner is held to the same charter-adopted curriculum standards in the core curricular areas of English Language Arts, math, history-social science, and science as every other charter student. In addition, each EL student is expected to demonstrate mastery of the adopted ELD standards.
2. Curriculum and Instruction Aligned with Adopted Standards: MY Academy supports each English Learner in his/her appropriate level of language development in the core courses. Each English Learner participates in an instructional program with state-adopted materials that are aligned with charter and state standards. Through articulation meetings, staff members discuss and interpret data on English Learner students to address the issues surrounding English Learners who may have been in the educational system for some time and seem unable to move beyond this level.

3. Assessment and Reporting: MY Academy administers all state-mandated examinations. ELPAC assessments and ongoing multiple measures are used to assess student proficiency. Results are entered into the EL Master Tracking Spreadsheet for instructional planning and monitoring. Overall, student results are shared with the CEO and governing board.
4. Monitoring and Intervention: English Learner's assessment results are recorded on the EL Master Tracking Spreadsheet. The results are monitored to evaluate student learning in order to inform instruction and provide interventions as needed. When, according to ongoing assessments, students cannot meet interim expectations in academic content, they shall be referred by learning facilitator~~teacher~~s and educational rights holder~~parent~~s to receive academic interventions and support that enable them to overcome any academic deficits before they become irreparable. The intervention itself will directly target the identified academic need. Delivery of the intervention shall be monitored and documented. The effectiveness of the intervention will then be determined based on student work and assessments.
5. Program Evaluation: MY Academy will conduct periodic evaluations of the effectiveness of its ELL program to determine if any modifications or improvements are required. This evaluation will include looking at the implementation of the ELL program, the effectiveness of the ELL program in meeting its goals for students (English language development and the ability to participate meaningfully in the educational program), and gathering appropriate input from knowledgeable persons and other Educational Partners~~stakeholders~~.

Note: When Special Education students, identified as ELs, are not making adequate progress, Special Education learning facilitator~~teacher~~s must schedule an IEP meeting to discuss further interventions.

Monitoring of Reclassified Students

The school's Lead, learning facilitator~~teacher~~s, educational rights holder~~parent~~s, and the assessment Lead supervise the process of monitoring reclassified students. School staff will use the Smarter Balanced assessment, local multiple measure scores, and learning facilitator~~teacher~~ assessments and observations to semi-annually monitor the progress of RFEP students for a period no less than four (4) years after reclassification. Student performance shall be reviewed at each progress reporting period. Those students found to be regressing in their academic performance will be referred to receive an academic intervention in the specific area of need. This monitoring of RFEP students is recorded in the Ellevation platform.

Coversheet

Consent - Personnel Services

Section: IX. Consent
Item: C. Consent - Personnel Services
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: MYA Handbook 2025-2026 - Redlined - 2025.08.pdf
MYA Handbook 2025-2026 (HR Only) - For Board Approval - 2025.08.pdf

BACKGROUND:

2. Approval of the Revision to the 2025-2026 Employee Handbook

The proposed revisions to the 2025–2026 Motivated Youth Academy Employee Handbook reflect necessary updates to ensure clarity, compliance, and alignment with current policies, procedures, and legal requirements. Changes address updated job titles, refined role descriptions, procedural clarifications, and policy enhancements that support operational efficiency and consistency across the organization. Approving these revisions will provide employees with accurate, up-to-date guidance, promote understanding of expectations, and help safeguard the school's compliance with applicable laws and best practices.

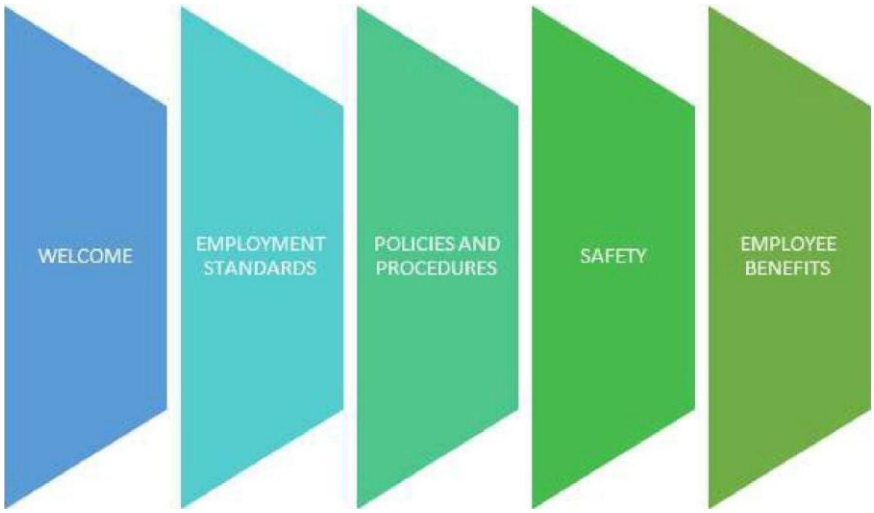
RECOMMENDATION:

2. Approval of the Revision to the 2025-2026 Employee Handbook

Fiscal Impact: None

Employee Handbook

2025 - 2026



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

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Welcome

We are glad to have you on our team! You have joined an organization that focuses on the execution of high-quality personalized learning models that allow a flexible environment using innovative delivery methods and technology to foster empowered, life-long learners. As an organization we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

We truly value our employees and have developed this Employee Handbook (handbook) to assist you with understanding our policies, procedures, and performance expectations. Keep in mind that it is the employee who is responsible for reading and understanding the handbook as well as any posted revisions; however, if anything is unclear to you, please discuss the matter with your supervisor or a member of HR.

As a team member we want you to have a long and successful career with us - where you can make an impact on student education. We sincerely hope that you will find your employment here to be one of enrichment, collaboration, and an overall professionally rewarding experience.

Best wishes for a wonderful school year! The Leadership Team

Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with Motivated Youth Academy ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination 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), 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 or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School will comply with all applicable equal employment and discrimination laws, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation and compensation, and discipline/dismissal practices annually.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

Marie Rolston, Human Resources Partner
500 La Terraza Blvd., Suite #150, Escondido, CA 92025
HR@myacademy.org

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX coordinator or Human Resources (HR).

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

B. Disability Accommodation

To comply with the Americans with Disabilities Act and all applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

C. Anti-Harassment

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or regulation then in effect at the time of the conduct. Abusive conduct is defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the employer's legitimate business interests. Examples include repeated verbal abuse, threats, intimidation, or sabotage of a person's work. This policy will be distributed annually to all employees and incorporated into mandatory anti-harassment and discrimination training programs.

Commented [1]: AB 2053 required defining abusive conduct

Commented [2]: Also adding in required training blurb in accordance with state law.

School policy prohibits conduct that is disrespectful, unprofessional as well as harassment 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), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding, decision making around reproductive health, or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful

discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
5. Retaliation for reporting or threatening to report harassment; and
6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior, yet taking no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated against or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

1. Sexual Harassment

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working
4. environment. The conduct is sufficiently severe, persistent, pervasive or
5. objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
6. 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 local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.

Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working

conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against or has knowledge of any incident of harassment or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

2. Reporting

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate Director, supervisor, manager, HR, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

3. Investigation/Complaint Procedure

All complaints of harassment, including sexual harassment, discrimination or retaliation may be addressed through the School's Uniform Complaint Procedures. A complaint will be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.

Complaints will be documented and the School will designate a qualified individual to track the complaint process.

a. Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate

supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

b. Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the School believes appropriate under the circumstances.

4. Retaliation

Employees will not be retaliated against for complaining or participating in an investigation. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

5. Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. The School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these policies should talk with their supervisor or the HR department. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites

of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

D. Diversity Policy

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable but not limited to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School's diversity policy and initiatives should seek assistance from an HR representative.

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a designated child protective agency. Call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
    a. Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.
2. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
3. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

Confidentiality

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede, ~~or~~ prohibit, or in any way discourage a mandated reporter from making a report. Doing so may result in disciplinary action and could constitute a misdemeanor offense under California law. ~~reporting.~~

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All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will receive annual mandated reporter training, as required by Education Code § 44691, using curriculum provided or approved by the California Department of Social Services. Certificates of completion will be kept in each employee's file. ~~All employees will also be subject to annual training as required by law.~~

Failure to Report

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails

to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or $1,000 or both.

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. Confidential information includes, but is not limited to, personally identifiable student information, employee records, medical information, educational assessments, financial date, and any proprietary or sensitive operational information. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. ~~Any breach of this policy will not be tolerated and will lead to disciplinary action and possible legal action.~~

~~Please note the release of unauthorized confidential information may result in immediate dismissal and the filing of criminal charges.~~ Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law. Unauthorized release of confidential information may result in disciplinary action, up to and including termination of employment, and may also result in legal consequences in accordance with applicable state and federal law.

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the Director. Under no circumstances may student information be used for an employee's personal use.

Employees may not remove any materials from any student's file. Files may not leave the office without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

D. Conflict of Interest

This policy applies to all employees, officers, directors, and governing board members of the school. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

1. **Personal Financial Interest**

   All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

   a. "Personally interested" shall mean a non-financial interest that may impair an individual's

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objectivity, such as familial relationships or other close personal connections. ~~any situation where private and/or personal interests conflict with official duties and shall include non-economic interests such as familial relationships.~~

b. "Financially interested" shall mean any contract with an individual, entity, or company in

which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

2. Statement of Economic Interest (Form 700)

Board members and staff who make or influence governmental decisions or financial decisions of the organization are designated in the Conflict of Interest Code adopted by the Board. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

3. Personal Relationship

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No "presumption of guilt" is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

E. Anti-Nepotism Policy

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an

employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest. Any potential preferential treatment or improper influence should be reported immediately to HR.

F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form 1-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an 1-9 for the School within the past three years or if their previous 1-9 is no longer retained or valid.

G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include fingerprint submission to the DOJ. The School

follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

I. Employment Application/Data

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition, teachers serving students identified as English Language Learners must possess the proper EL authorization. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will not assign English Language Learners during that time.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new

assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt. [See also Board Policy 4025~~13~~]

Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.
4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work-related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or

subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the Director or designee:
2. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
3. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
4. Employees should immediately notify the Director or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
5. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

B. Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any time card - Recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;

8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;
17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;
24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Physical Contact with Students and Other Staff Members

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment

6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas
10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a responsible person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness Program

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and

Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

F. Tobacco Free Workplace

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all VAPE and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their

supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) workdays without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

H. Attendance at Mandatory School Activities

Employees are required to attend scheduled staff meetings, professional development sessions, graduations, kick-off week activities, and other mandatory events as noted on the school calendar. Should an employee be unable to attend a mandatory event, they will need to utilize a day's worth of their sick or vacation leave, adjusted according to their Full-Time Equivalent (FTE) status. During the time of the missed mandatory event, staff should refrain from arranging meetings or participating in work-related tasks and will not be required to engage in any such activities at these times. Employees must notify their direct supervisor of their absence. Notice via email one-hour prior to the start time of the mandatory activity is requested to facilitate adjustments in planning and collaboration

I. Professionalism

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.
3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

J. Dress Code

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.
- Inappropriate attire:
- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming - Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee's ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions - The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes. Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercuss10ns may result in disciplinary action being taken up to and including termination.

K. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than $50 are excluded from this policy.

L. Fee and Cash Collection

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks.

All school events, for which money is collected, must be approved by the Director or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the Director or designee. Employees must obtain approval from the Director prior to soliciting staff for donations or financial support for any outside event/activity.

M. Building Security

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the Director, CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Section IV: Personnel Policies and Procedures

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices periodically.

A. New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

B. Residency and Service Area

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Residency Requirement of Non-Office Staff

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All staff are required to live within the service area of the School. The service area is defined as the regions where the School has actual student enrollment. While the School has the potential to serve students in various counties, the School only hires non-office employees who reside in cities or areas with current student enrollment. This ensures that staff can effectively support and engage with the student population. If a staff member moves out of the service area, they must notify their supervisor immediately. As maintaining residency within the service area is a condition of employment, non-office staff members who relocate outside of this area will no longer be eligible for employment with the School. The School is committed to maintaining high standards of service and support for our students, and adherence to the residency requirement is crucial in achieving this goal.

Residency Requirement for Office Staff

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All office staff are required to live in a location where they can commute to the School offices or service areas. This ensures that office staff can consistently fulfill their duties and responsibilities on-site. If an office staff member moves to a location that hinders their ability to commute to the office, they must notify their supervisor immediately. As maintaining the ability to commute to the office or service area is a condition of

employment, office staff members who relocate to a non-commutable location will no longer be eligible for employment with the School. Maintaining a consistent on-site presence is essential for the effective operation of our School, and adherence to the residency requirement for office staff is crucial in achieving this goal.

Service Area

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All staff are required to reside within the service areas of the School. Some employees are hired to serve specific geographic locations within the service area and must continue serving their assigned areas throughout their employment. If an employee relocates away from their assigned service area, they must still fulfill their responsibilities in the original area assigned. Changes to service areas are determined based on the School's needs. Employees may face dismissal if it is determined by the School that they are unable to continue serving their assigned area due to relocation.

Rare Exceptions for Short-Term or Temporary Solutions

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In rare circumstances, the School may hire or retain staff outside the service area, including out-of-state, for short-term or temporary solutions. These exceptions will be made at the discretion of the Director and must be ratified by the Board of Directors. These assignments can end at any time when the School determines the assignment is no longer needed. Such decisions will be based on the specific needs of the School and the availability of qualified candidates within the service area. Temporary out-of-area hires must still comply with all other School policies and expectations.

~~B.~~C. Remote Work Policy

MYA is a remote workplace that will require in-person attendance. This is stated in an employee's Job Description. Employees must adhere to all policies and procedures regardless of their remote work status.

Definitions
Remote work, working remotely, telework, telecommute, or work-from-home are defined as any work arrangement that allows employees to work outside of a primary worksite at an alternate location.

Remote Work Policy
Employees who work remotely are expected to maintain normal productivity and performance as if they were conducting business onsite. They may not carry out work for anyone other than MYA during this time. Employees must use approved time off for absences. Employees must accommodate themselves for any of the following, but not limited to, on-site meetings, conferences, retreats, state testing, team-building days, and/or training.

Availability and Communications
Because we have a flexible work environment, we ask that employees be available to take work related

calls and attend meetings as needed with minimum disruption, Monday through Friday. The only requirements put in place around work location and time are that timelines are met, and student/School needs are tended and responded to in a reasonable time frame.

Workspace
Employees should establish a workspace that is safe and conducive to conducting day to day business. Employees are responsible for maintaining adequate and reliable internet service regardless of where they sit. Employees should seek a quiet and distraction-free working space, to the extent possible. MYA issues all employees the necessary equipment and software licenses to do their job effectively.

Equipment
MYA will determine and approve, with information supplied by the employee and the supervisor, the appropriate equipment needed for each employee. Equipment supplied by MYA will be maintained by MYA. Equipment supplied by the employee, if deemed appropriate by MYA, will be maintained by the employee. MYA accepts no responsibility for damage or repairs to employee-owned equipment. MYA reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by MYA is to be used for business purposes only. The employee must sign an inventory of all MYA property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all MYA property will be returned, unless other arrangements have been made.

MYA does not provide employees with office furnishings for their home offices. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner.

MYA will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Occasionally, when pre-approved by the Director, employees will be reimbursed for business-related expenses that are reasonably incurred in carrying out the employee's job.

Virtual Meetings

While distractions are sometimes unavoidable, try to keep them to a minimum. No music or television in the background during meetings. Keep yourself muted during group video or audio conferencing unless you are speaking. Turning on video is required. We understand there may be rare occasions where you are unable to utilize your video, however, this should be the exception rather than the norm. Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host. Smoking or vaping is not permitted during a video conference. Casual dress is acceptable; however, use discretion. We are a business casual environment. Avoid multitasking. Give your full attention to the meeting as if you were face to face.

Timekeeping
Hourly employees must accurately record all working time and may not work “off the clock.”
Hourly employees must use timesheets approved by MYA and are required to log out for lunch as required by law.

Confidentiality
MYA employees must adhere to policies as they relate to client and proprietary information even while working remotely. Employees agree to maintain confidentiality and keep passwords and other information safe at their remote work area.

Security

Remote employees will be expected to ensure the protection of proprietary information accessible from their home office. Steps include the use of regular password maintenance and any other measures appropriate for the job and the environment.

Workers Compensation
In the event of a job-related injury, employees should report the incident to their direct supervisor as soon as possible. Note that workers' compensation does not apply to injuries to any third parties or members of Employee's family on Employee's premises. Furthermore, workers' compensation does not apply to injuries incurred outside of working hours/outside of the remote workspace.

~~C.~~D. Employee Status

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

a. Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
b. Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.

Employee Status	Teacher Facilitator	Exempt Certificated and Classified	Non-Exempt Classified	Benefits
	(Student Caseload per Month)	(FTE)	(Hours per Week)	
Regular Full Time	19+ students	.75+ FTE	30+ hours	Eligible
Regular Part Time	10-18 students	.50 - .74 FTE	20-29 hours	Eligible
Non-Regular	9 or less students	.49 FTE or less	19 hours or less	Not Eligible

~~D.~~E. Student Counts

The teacher may indicate their desired student count with the School as a request, however, the needs of the School will determine the number of students assigned to the teacher.

~~E.~~F. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to

alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

~~F.~~G. Nonexempt Employees

1. Work Schedules

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be online or at their desks or workstations when ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

b. Number of Rest Breaks

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six (6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

c. Timing of Rest Breaks

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

d. Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to

take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period. If the total work period for the day is more than five (5) hours, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

e. Timing of Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

f. Second Meal Period

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

g. Timing of Second Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

h. Recording Meal Periods

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." Work time must be accurately reported on the time record.

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

j. Timekeeping

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Time cards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the time card should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next work day except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their work day.

k. Pay for Mandatory Meetings & Training

The School will pay nonexempt employees for attendance at meetings, lectures, and training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, trainings and meetings are included as part of an exempt employee's regular pay.

l. Overtime

All overtime work must be requested in advance by the employee and authorized by

the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01
a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

~~G.~~H. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

~~H.~~I. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to exceed three (3) months in duration.

~~I.~~J. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose.

Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct effect on any changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully and participate in them fully. Additional details on employee evaluations will be provided by Human Resources upon hire.

~~J.~~K. Corrective Action

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

~~K.~~L. Procedure for Disciplinary Action

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

a. Verbal counseling, which may be confirmed in writing by the supervisor
b. Written warning, which will be placed in the personnel file
c. Suspension, which will be confirmed in writing for the personnel file. Suspension is normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.
d. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will before, during, and after a disciplinary action.

~~L.~~M. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

~~M.~~N. Personnel Records

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30) calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is

authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required. The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

~~N.~~O. Destruction of Personal Information Records

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

~~O.~~P. Employment Posters

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to look at the online bulletin board regularly and to read all of the information displayed and made available in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

~~P.~~Q. Outside Employment

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.
2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related

problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.

3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:
    a) involves working for a competing or similar model School;
    b) occurs during work hours without the use of appropriate leave;
    c) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
    d) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
    e) may adversely affect the School's image.
4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

~~Q.~~R. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

a. Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
b. Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
c. Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

a. Make, adopt, or enforce any rule, regulation, or policy preventing an employee from

being a whistleblower;

b. Retaliate against an employee who is a whistleblower;
c. Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
d. Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

~~R.~~S. Complaint Procedure

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation
3. If the complaint is about the Human Resources manager, CEO, or Director, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequences to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.

3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

~~S.~~T. Uniform Complaint Procedures

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

~~T.~~U. Arbitration Agreement

Agreement to Arbitrate Disputes and Claims

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;
- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non- payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

Claims Not Covered by this Agreement

The following claims are not subject to arbitration under this Agreement:

1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits;
2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB");
3) any claims that, as a matter of law, cannot legally be subject to arbitration;
4) claims under an employee benefit or pension plan that specifies a different arbitration procedure;
5) litigation pending in a state or federal court as of the date Employee signs this Agreement; or
6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.

Waiver of Right to Trial

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that

are subject to arbitration under this Agreement.

No Consolidation of Claims / Waiver of Class Claims
The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

Arbitration Procedures; Final and Binding Award
The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association ("AAA"), which can be viewed at http://www.adr.org/employment. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator's award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

Governing Law
The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

Costs of Arbitration
The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs

incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

Severability
The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement
The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

Knowing and Voluntary Agreement
The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.

Section V: Operational Considerations

A. Employer Property

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be

removed from the School offices, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school office should remove any personal items at the time they leave the School office. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

B. Use of Electronic Media

The School uses various forms of electronic communication including, but not limited to computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information.
The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

C. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIK.Is, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, students, programs, activities, employees, volunteers and communities on any social media networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are the employee's alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Protect confidential information. Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting a student (s)/co-worker'(s) picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

Be transparent. Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

Perception can be reality. In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

Work/Personal Distinction. Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

Personal Social Networking & Media Accounts. Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

Social Interaction with Students. Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

Contacting Students Off-Hours. Employees should only contact students for educational purposes and must never disclose confidential information possessed by the employee by virtue of their employment. Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

Be a positive role model. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

School Logo. The use of the School logo(s) on a social media site or elsewhere must be approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

D. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Below are several things employees can do to help leave people with a good impression of the School. These are the building blocks for continued success.

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of handling, their supervisor should be contacted immediately.

If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for

assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

E. Solicitation & Distribution

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

F. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees are encouraged to listen to local news and radio reports. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year
or shorten holiday breaks.

Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

A. Student Safety

The effective employee is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the

following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

B. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, the employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per CalOSHA guidelines.

C. Transporting Students

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

D. Employee Driving Policy

MYA must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties ("Driving Employees") meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position

and perform the essential duties of the role. This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

Driver's License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform MYA business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate.
2. Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.
3. MYA requires that a Driving Employee carry the following insurance amounts and coverage:
    a. Automobile Liability - $100,000 per person/ $300,000 per occurrence
    b. Property Damage - $50,000 per occurrence
    c. Medical Payments - $5,000 per person

Notification of Traffic Violations Resulting in Criminal Convictions

MYA receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run
4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

Responsibilities of Human Resources

When recruiting for positions that require the employees to operate a vehicle, the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

Employee Responsibility

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

Use of Electronic Devices While Operating a Vehicle

MYA recognizes staff members may spend a considerable amount of time driving for business purposes. It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although

hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle. Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

Revocation of Driving Privilege

1. The Human Resources Director or designee will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.

2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on MYA business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

Alternative Transportation

All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. With the advance approval of the Director or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. The HR manager or designee will ensure compliance in all matters pertaining to this policy.

E. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties, meet regular performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the

employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.
7. Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses. Please contact HR regarding any questions about the possible contagious nature of any illness in the workplace.

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

F. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co- workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or post-secondary school. A copy of the restraining order is to be submitted to human resources.

Section VII: Employee Wages and Benefits

A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience, with a maximum entry placement of step five. The Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

B. Stipends

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

C. Paydays

All salaried exempt employees are paid on the 26th of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or before the 10th of each month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

D. Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at www.CalSTRS.com.
6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under the under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear, contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and provided to each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld, and total wages.

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for

coming forward with a complaint or question about their paycheck.

E. Wage Attachments and Garnishments

When an employee's wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt *(FTE)*	Non-Exempt *(Hours per Week)*	***Tiered Benefit Stipends** *(for Health, Dental, and/or Vision)*
.75+ FTE	30+ hours	$1,666~~1,500~~/month
.50 - .74 FTE	20-29 hours 14-21 Students	$733.33~~900~~/month
.49 FTE or less	19 hours or less 13 or less student	not eligible

A review of all teachers' student counts is conducted in September and February each school year for the purpose of establishing benefit eligibility. This review is called the benefits snapshot. Additionally, HR will review the student counts on the teachers roster as of the 15th of each month in order to provide benefits to anyone who becomes eligible. If a teacher is deemed eligible for benefits based on their student count, they will be provided the opportunity to enroll in benefits with an effective date of the 1st of the following month. Benefits eligibility would then remain in place until the next snapshot review.

Commented [9]: updated to 25/26 allowance amount

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2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on

management decisions and resources.

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Right to Modify

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

5. Changes in Health Benefits

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan. For more complete information regarding any of the benefit programs, please contact HR.

6. COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours, leave of absence, divorce or legal separation, and a dependent child no longer meet eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of the coverage at the group rates plus an administration fee. The School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee's rights and obligations.

7. Look-back Measurement Method - Seasonal and Variable Hour Employees

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status. This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of

time (12 months) to determine if the employee averaged at least 20 hours per week during that period.

- The initial measurement period begins on the first day of the calendar month following the employee's start date.
- An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.
- A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.
- After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

G. Retirement Plan Benefits~~Offerings~~

Commented [11]: create separate sections for certificated EEs and Classified EEs

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

403(b)/457(b) Deferred Compensation Plan

All employees may open a 403(b) and/or 457(b) account and make voluntary ~~employee~~ contributions through payroll deductions.

Classified Employees

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Classified employees who work at least 20 hours per week are eligible for employer contributions as outlined below:

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- **Guaranteed Contribution (457(b) only):** The School provides a guaranteed employer contribution equal to 5% of the employee's base annual salary. To receive this contribution, the employee must open a 457(b) account. No employee contribution is required to receive the guaranteed 5%.

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- **Matching Contribution (403(b) or 457(b)):** The School will provide a dollar-for-dollar matching contribution up to an additional 5% of the employee's base annual salary, provided the employee contributes at least 5% through payroll deductions. The employee may contribute to a 403(b), 457(b), or both to be eligible for the match. Matching contributions will be made to the same account(s) the employee contributes to.

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Eligible employees are immediately vested in all employer contributions. Seasonal employees are not eligible for employer contributions.

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Certificated Employees

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Certificated employees are not eligible for additional employer contributions to a 403(b) or 457(b) plan. However, they are eligible to open and contribute voluntarily to either or both plans through payroll deductions.

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Certificated employees are enrolled in the **California State Teachers' Retirement System (CalSTRS)**. CalSTRS is a defined benefit pension plan for public school educators in California. Both the employee and employer make mandatory contributions as required by the state. Retirement benefits under CalSTRS are determined based on a formula that includes age at retirement, years of service, and final compensation.

~~Employer Contributions~~

~~The employer contribution towards a deferred benefit plan is based on an eligible employee's active contribution to a 403(b) or 457(b) account. Eligible employees must open a 457(b) account in order to receive the employer contributions. The employer contribution will be made to the employee's 457(b) account in an amount not to exceed a matching contribution up to 5% of the employee's base annual salary. Eligible employees are immediately vested in employer contributions. Seasonal employees are not eligible for employer contributions.~~

~~Classified Employees: To be eligible for an employer contribution, a classified employee must work at least 20 hours/week.~~

~~Certificated Employees: To be eligible for an employer contribution, a certificated employee must serve a minimum number of students, work at least 20 hours/week, or have an assignment at least 0.5 FTE.~~

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H. Expense Reimbursement Process

1. Supplies

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item.

2. Travel

The School will only reimburse actual and necessary expenditures for staff. Attendees shall be held accountable for good judgment regarding expenditure of tax dollars. All expenditures must have scanned copies of itemized original receipts, regardless of the amount. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. In addition to those items listed below, associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.

3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. All Employees are required to submit reimbursement for mileage through TripLog ~~the payroll system~~.

Commented [12]: updating to reflect new expense process system

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel rooms must be under $125 per night before taxes. If an employee chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

Commented [13]: Suggestion: may want to review and update nightly max rate. GSA rate is at $199/night before taxes for 2025

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training. The reimbursement rates are: $15 for breakfast, $20 for lunch, $30 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed $65. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

Commented [14]: Suggestion: may want to review and update meal rates. GSA rate is Breakfast: $22, Lunch: $23, Dinner: $36. total meals per day max $81

6. Postage

Employees will be reimbursed for any postage related expense requested by the School. Employees must get pre approval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.

7. Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement.

Approval may be obtained by sending an email to the CEO or Director with a short description of what will be purchased.

Expense reimbursements must be submitted in TripLog~~the payroll system~~ within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

Commented [15]: Update expense process with new system

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventive care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surroundings domestic violence, sexual assault, stalking or when their worksite or their child's school or daycare closed due to public health emergencies. Except In the case of an illness or emergency, sick leave must be requested as soon as practicable~~at least five (5) days~~ in advance by submitting the request through the payroll system. In the case of an illness or emergency, sick leave must be requested for pay through the payroll system before the end of the current pay period. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave. Additionally, Employees must notify their supervisor (via email or phone) when requesting or taking sick leave.

Commented [16]: suggest to revise to read "as soon as practicable" for compliance with CA and SD law. 5 days may not be considered reasonable

Employees requesting sick leave for extended absences may be required, ~~,~~ in limited circumstances, to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Commented [17]: employers cannot require a doctor's not for short absences. Adding in language to clarify extended absences and in limited circumstances. this is more in compliance with state and local laws.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty-minute minimum increments, which will be deducted from the employee's accrual balance. Employees are not required to find a replacement for their work while taking protected sick time. Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an

employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

Paid Sick Leave - Full Time Employees

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue one (1) sick day per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law.

Certificated Sick Accrual *Full Time Certificated Employees*					
Sick Leave	Student Count or FTE	Hours Worked Per Week	Non-Exempt: Per Pay Period	Exempt: Per Pay Period	Total Sick Hours Accrued Monthly
Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8

Classified Sick Accrual *Full Time Classified Employees*					
Sick Leave	**FTE**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued Monthly**
Tier 2	.75 to 1.0	30+ hours	4/4	8	8

Paid Sick Leave - Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time, per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 40 hours (5 days) of paid sick leave in a 12-month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 40 hours (5 days) of paid sick leave in a year. Sick leave accrual will be capped at 80 hours (10 days), in compliance with both state and city ordinances.

Sick Accrual *Part Time, Per Diem, Seasonal, and Temporary Employees*					
Sick Leave	**Full Time Equivalent (FTE)**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued**
					Monthly
Tier 1	.50 - .74	20-29	3/3	6	6
CASL	.49 or less	19 or less	2/2		4

C. California State Benefits

California State Disability Insurance (SDI) is funded through employee contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for their non-work-related illness or

injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees residing in the State of California with the ability to access their State Disability Insurance for partial wage replacement benefits to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who request time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition(s).

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "17 1/3 weeks" means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12- month look-back period will apply to all leaves granted concurrently.

Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. If an employee requests to use their sick leave, ~~A~~all sick leave will be applied starting with the first day of absence until the leave is exhausted.

Commented [18]: adding clarification that sick pay will only be used if requested.

Health Benefits

The provisions of various employee benefit plans govern continued eligibility during Pregnancy Disability Leave (PDL) and these provisions may change from time to time. When a request for PDL~~pregnancy disability leave~~ is granted, the School will provide ~~give~~ the employee with written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

Commented [19]: updated to reflect eligibility under PDL and separating FMLA, PDL, and CFRA. This is more in compliance with all 3 leave regulations.

In accordance with California law, the School will continue group health insurance coverage for up to four months per pregnancy (approximately 17 ⅓ weeks) for employees on Pregnancy Disability Leave, provided they were enrolled in coverage at the start of the leave. The school will continue to pay its regular share of the premiums during this time and the employee will be responsible for their regular share, if applicable.

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If the employee is also eligible under the federal Family and Medical Leave Act (FMLA), the first 12 workweeks of PDL will run concurrently with FMLA leave. During this period, group health insurance coverage will be maintained on the same terms as if the employee had continued working. Leave taken under PDL runs concurrently with FMLA under federal law, but not with the California Family Rights Act (CFRA).

If the employee is ineligible under FMLA or CFRA, group health insurance coverage will still be maintained during the PDL period in compliance with California law. In some cases, the School may recover the cost of premiums it paid to maintain coverage if the employee does not return to work following the expiration of protected leave, consistent with regulations. ~~If the employee takes pregnancy disability leave and is eligible under the Family Medical Leave Act (FMLA), the School will maintain group health insurance coverage for up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work after PDL ended. Leave taken under the pregnancy disability policy runs concurrently with FMLA under federal law, but not California Family Rights Act (CFRA). If the employee is ineligible under the federal and state family and medical leave laws, while on pregnancy disability they will receive continued paid coverage on the same basis as other medical leave that the School may provide and for which the employee is eligible, such as continued PDL. In some instances, the School may recover premiums it paid to maintain health coverage for the employee if they fail to return to work following pregnancy disability leave.~~

Medical Certifications

An employee requesting a pregnancy disability leave must provide a medical certification from their

healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR. The employee should provide

at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider. If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee is not reinstated to the original position, the employee will be reinstated to a comparable position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the School.

Lactation Accommodation

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the

normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

1. FAMILY MEDICAL LEAVE ACT

Employee Eligibility Criteria

FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

a. The employee must have been employed by the School for at least twelve (12) months,
b. The employee has worked at least 1,250 hours during the previous 12-month period before the

need for leave; and

c. The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

a. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
b. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
c. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service- related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

Intermittent Leave under FMLA

Full-time employees may take leave of up to 12 work weeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.

2. CALIFORNIA FAMILY RIGHTS ACT

The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. CFRA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

a. The employee has more than 12 months of service.
b. The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
c. The employee is employed at a worksite where there are 5 or more employees within a 75-mile radius.

CFRA leave may be taken for one or more of the following reasons:

a. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
b. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, sibling, or designated person who has a serious health condition.
c. For a serious health condition that renders the employee unable to perform their job.

d. To care for the employee's family member including a spouse, registered domestic partner, child, parent, or designated person who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

Intermittent Leave under CFRA
Full-time employees may take leave of up to 12 work weeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

3. Process For Requesting FMLA/CFRA LEAVE

Leave Procedures

The following procedures shall apply when an employee requests leave: The employee must contact HR as soon as the need for the leave is realized. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the applicable family members.

If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical. Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis. The School will respond to a leave request within 5 business days. The School requires written communication from the health-care provider stating the reason for the leave and the probable duration of the condition. However, the health care provider may not disclose the underlying diagnosis without the consent of the patient.

If the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

The School requires the employee to provide certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to

substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for approved family members per FMLA/CFRA, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

4. Pay and Benefits Under FMLA/CFRA

Health and Benefit Plans

The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will also continue to make premium payments, if applicable, based on the payment schedule outlined in the premium payment letter. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.

Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

5. Reinstatement Upon Return From FMLA/CFRA

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions:

a. An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
b. The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
c. The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
d. If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees. Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

F. Bereavement Leave

The School grants leave of absence to benefited employees (employees with at least 50% employment) in the event of the death of the employee's current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother,

son-in-law, or daughter-in-law, stepparents, foster parents, foster children, and domestic Partners. An employee with a death in the family may take up to five (5) consecutive scheduled work days off with pay with the approval of the supervisor. An employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child. Additionally, an employee who experiences a reproductive loss through a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction may take up to five (5) consecutive days off with regular pay. This leave may be taken by any employee who would have been the parent. The leave must be completed within three months of the loss and days can be taken intermittently. This leave does not run concurrently with CFRA or PDL. For employees who experience multiple losses, this leave is capped at no more than 20 days in a 12-month-period.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four-hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

G. Military Leave

Regular full-time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All employees, except those hired on a temporary or seasonal basis, are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

Request Procedure

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

Reinstatement

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

a. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
b. Between 31-180 days: The service member must submit an application for re-employment within 14 days of release from service.
c. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

H. Organ and Bone Marrow Donation Leave

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for bone marrow donation.

A medical note will be required to be submitted. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

I. Jury Duty and Witness Leave

The School encourages employees to serve on jury duty when called. Postponement to non-instructional or off-peak department times is encouraged in order to minimize the impact to the School.

Seasonal and part-time employees will be provided unpaid time off to participate in jury duty. Nonexempt employees will receive full pay while serving up to 5 days of jury leave. Exempt employees called for jury duty will receive full salary for the time spent; however, exempt employees are expected to arrange their work schedule to minimize the impact on the School and must consult with their supervisor for guidance.

The employee should notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid

status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

K. Victims of Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:

a. A police report indicating that the employee was a victim of domestic violence.
b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
c. Documentation from a medical professional, domestic violence advocate, health- care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believes the injury or illness is caused by their job and develops gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

a. Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
b. Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;

c. Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the Director, CEO or designee.

Employees will be allowed with the approval of their supervisor and the CEO or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the Director or CEO.

Q. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- ~~Cesar Chavez Day~~
- Memorial Day
- Juneteenth (June 19)
- Independence Day (July 4th)
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

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Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full-time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee's vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances.

R. Vacation (Classified Employees)

The School's vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee's pay stubs.

Vacation Accrual
Classified Staff

	Full Time Equivalent (FTE)	Hours Worked Per Week	Non-Exempt: Per Semi Monthly Pay Period	Exempt: Per Pay Monthly Period	Total Vacation Hours Accrued Per Month
Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. All requests must be entered and approved through the payroll system before taking the time. Additionally, all requests must be approved by your supervisor (via Intranet) before taking the time. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual (18 days or 144 hours). Employees will not accrue any additional vacation until their balance has dropped below the annual cap. Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days. For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

T. Work Hours and Scheduling

The school retains the right to establish and modify work schedules and hours of operation to meet the needs of students, educational partners, and the organization. Employees are expected to work the hours assigned to them by their supervisor, which may vary depending on job duties, site needs, and operational requirements.

Work hours may be adjusted temporarily or permanently at the School's discretion. This includes changes to start or end times, break periods, or assigned workdays. While the School strives to provide advance notice of schedule changes whenever possible, circumstances may arise that require immediate adjustments.

Employees will be notified of their work schedule by their supervisor and are expected to adhere to it unless prior written approval for an alternate schedule or time off has been granted. Non-exempt employees must not work outside of their assigned hours without prior approval, in compliance with wage and hour laws.

The School will make reasonable efforts to accommodate employee scheduling needs where feasible and consistent with business needs, and in accordance with applicable laws.

~~T.~~U. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single workday (without prior approval), and the make-up time must all be taken and used within the pay work week. If employees request make-up time and have worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make-up time must be submitted to the supervisor in advance.

~~U.~~V. Suggestions

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer

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service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Confirmation of Receipt of Handbook

I have received the School's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

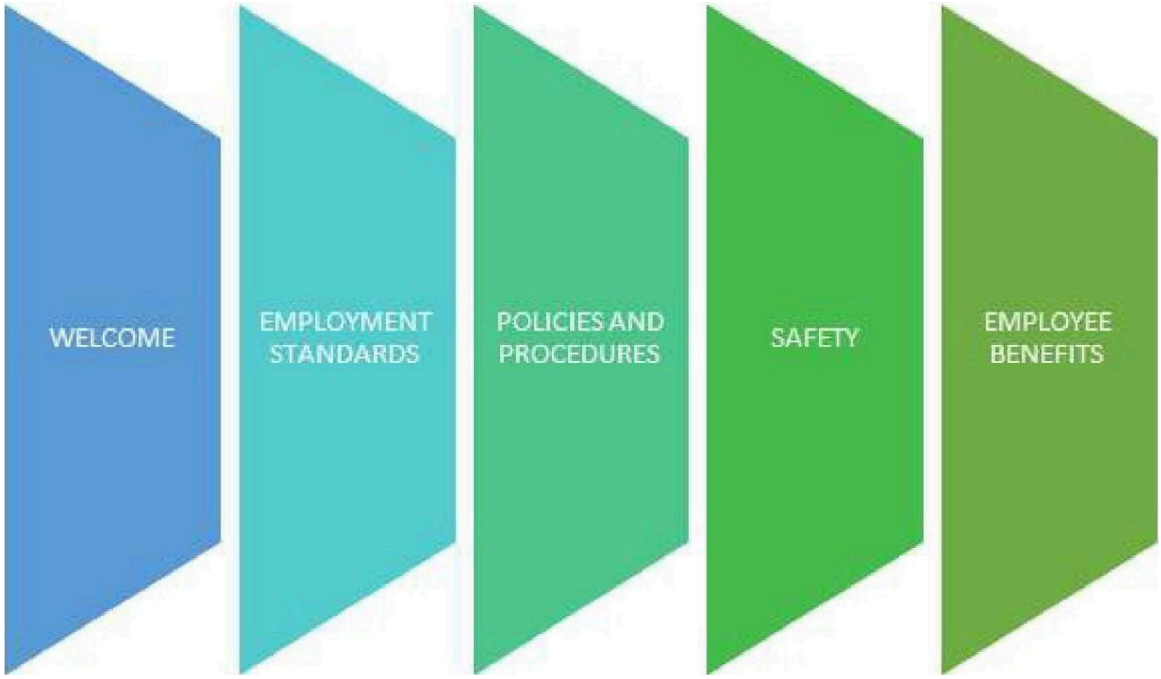
I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the Director, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Director has the authority to make any such agreement and then only in writing, signed by the Director.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

Employee's Signature | Employee's Print Name | Date

Employee Handbook

2025 - 2026



The Employee Handbook may not be changed in any way without express written approval from the Board of Directors.

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Welcome

We are glad to have you on our team! You have joined an organization that focuses on the execution of high-quality personalized learning models that allow a flexible environment using innovative delivery methods and technology to foster empowered, life-long learners. As an organization we seek to hire and retain high caliber individuals to meet our vision of extraordinary education.

We truly value our employees and have developed this Employee Handbook (handbook) to assist you with understanding our policies, procedures, and performance expectations. Keep in mind that it is the employee who is responsible for reading and understanding the handbook as well as any posted revisions; however, if anything is unclear to you, please discuss the matter with your supervisor or a member of HR.

As a team member we want you to have a long and successful career with us - where you can make an impact on student education. We sincerely hope that you will find your employment here to be one of enrichment, collaboration, and an overall professionally rewarding experience.

Best wishes for a wonderful school year!

The Leadership Team

Right to Revise

This handbook is the employee's guide to understanding the provisions of their employment with Motivated Youth Academy ("School"). Please be advised that written employment agreements between the School and individuals may replace some policies/procedures in this handbook. This handbook supersedes all prior published handbooks and any policy, memoranda, or benefits statements that are contrary to the policies that are outlined here.

The School reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment. Any such changes must be in writing and must be signed by the CEO or designee.

Any written changes to this handbook will be distributed to all employees, so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this handbook.

This handbook sets forth the policies and procedures applicable to employees of the School. Employees are expected to abide by all policies in this handbook. Nothing in this handbook or in any other personnel documents creates or is intended to create a promise or representation of continued employment for any employee. Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

School personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the School. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the School has the authority to make any such agreement, which is binding only if it is in writing and approved by the Board of Directors.

Though many items surrounding employment may be changed or updated (such as the eligibility of benefits, promotion, or leaves) the status as an at-will employee does not change - the employment relationship may be terminated with or without cause and with or without advance notice, at any time by the employee or the School.

Section I: Nondiscrimination Policies

A. Equal Employment Opportunity

The School is an equal opportunity employer and makes employment decisions on the basis of merit. Selections for employment focus on the candidates whose training and experience most closely align with the position requirements, and fit with the School's mission, vision, and values. School policy prohibits unlawful discrimination 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), 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 or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship. The School's management is responsible for adherence to this policy; however, in the final analysis, attainment of this goal of equal employment opportunity and enrichment through diversity depends on the commitment and good faith effort of everyone.

The School will comply with all applicable equal employment and discrimination laws, including Title IX, the California Fair Employment and Housing Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, and all other applicable laws. Additionally, Title IX prohibits discrimination on the basis of sex in education programs or activities by recipients of federal financial assistance. The School does not discriminate in the educational program or any activities which it operates, including employment in such programs and activities.

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation and compensation, and discipline/dismissal practices annually.

In accordance with the School's Equal Employment and Nondiscrimination Policies, the School designates the following position(s) as the Title IX Coordinator and Coordinator for Nondiscrimination in Employment:

Marie Rolston, Human Resources Partner
500 La Terraza Blvd., Suite #150, Escondido, CA 92025
HR@myacademy.org

Any employee or job applicant who believes they have been or are being discriminated against or harassed in violation of School policy should, as appropriate, immediately contact their supervisor, the Title IX coordinator, or the CEO, or any person they feel comfortable going to who shall advise the employee or applicant about the School's procedures for filing, investigating, and resolving any such complaint.

Complaints regarding employment discrimination or harassment shall immediately be investigated in accordance with School policy and regulation. Individuals may use the School's Uniform Complaint Procedures to address complaints of discrimination and harassment, including sex discrimination under Title IX. Annual notice of such policies will be provided to all employees, and a copy of such policies and procedures are available by contacting the Title IX coordinator or Human Resources (HR).

Discrimination is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior. Any supervisor or manager who has knowledge of such behavior, yet takes no action to end it, is also subject to disciplinary action up to and including dismissal.

B. Disability Accommodation

To comply with the Americans with Disabilities Act and all applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job as outlined in the applicable job description should contact the HR department and discuss the need for an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any, which will help the applicant or employee perform the job. The School will implement reasonable accommodations that do not impose undue hardship.

C. Anti-Harassment

The School is committed to providing a work environment free of harassment, discrimination, retaliation and abusive conduct as that term may be defined by statute or regulation then in effect at the time of the conduct. Abusive conduct is defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the employer’s legitimate business interests. Examples include repeated verbal abuse, threats, intimidation, or sabotage of a person’s work. This policy will be distributed annually to all employees and incorporated into mandatory anti-harassment and discrimination training programs.

School policy prohibits conduct that is disrespectful, unprofessional as well as harassment 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), family or medical leave status, sex (including pregnancy, childbirth, breastfeeding, decision making around reproductive health, or a related medical condition), genetic information, sexual orientation, political affiliation, military and veteran status or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

All such conduct violates school policy. The School's anti-harassment policy applies to all persons involved in the operation of the School and prohibits harassment, disrespectful or unprofessional conduct by any employee of the School, including supervisors and managers, as well as vendors, community providers, customers, independent contractors, and any other persons. It also prohibits harassment, disrespectful or unprofessional conduct based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

1. Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
2. Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
3. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
5. Retaliation for reporting or threatening to report harassment; and
6. Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by the School policy.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of their gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

Harassment is considered a form of employee misconduct. Disciplinary action, up to and including dismissal, will be taken against any employee engaging in this type of behavior, yet taking no action to end it, is also subject to disciplinary action.

It is the policy of the School that no one will be retaliated against for making a good faith complaint of harassment or for cooperating in the investigation of a complaint.

An employee who believes they have been harassed, discriminated against or retaliated against may initiate the reporting process by contacting their supervisor, or, if appropriate, the next level of management (see Reporting procedure, which follows), any team member they feel most comfortable

reporting to, or the HR department. All discrimination, harassment and retaliation complaints will be promptly investigated and will be treated confidentially to the extent possible, and appropriate action taken where warranted. Complaints made in good faith are protected from retaliation of any kind.

1. **Sexual Harassment**

The School is committed to providing a work environment that is free from sexual harassment and retaliation. Under no circumstances will sexual harassment be tolerated.

"Sexual harassment" means any unwelcome sexual advance, unwelcome requests for sexual favors, or other unwelcome verbal, visual, or physical conduct of a sexual nature made by someone from or in the educational or work setting, whether it occurs between individuals of the same sex or individuals of opposite sexes, under any of the following conditions:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's academic status, employment, or progress.
2. Submission to, or rejection of, the conduct by an individual is used as the basis for academic or employment decisions affecting the individual.
3. The conduct has the purpose or effect of having a negative impact upon the individual's academic performance, work, or progress or has the purpose or effect of creating an intimidating, hostile, or offensive educational or working
4. environment. The conduct is sufficiently severe, persistent, pervasive or
5. objectively offensive, so as to create a hostile or abusive educational or working environment or to limit the individual's ability to participate in or benefit from an education program or activity.
6. 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 local agency.

"Verbal sexual harassment" includes, but is not limited to, unwelcome epithets, comments, or slurs of a sexual nature.

"Physical sexual harassment" includes, but is not limited to, assault, impeding or blocking movement, or any physical interference with work or school activities or movement when directed at an individual on the basis of sex.

"Visual sexual harassment" includes, but is not limited to, derogatory posters, cartoons, drawings, obscene gestures, or computer-generated images of a sexual nature.

"Educational environment" includes, but is not limited to, the following:

1. The main administration offices of the local agency.
2. Properties controlled or owned by the local agency.
3. Off-campus, if such activity is sponsored by the local agency, or is conducted by organizations sponsored by or under the jurisdiction of the local agency.

Sexual harassment has no place in the work environment and is prohibited by the School. Specifically, it must in no way be exercised for purposes of an intimidating effect on employment decisions such as promotion, dismissal, hiring, training, wage and salary increases, transfer, or any other matter that affects the ability of an employee to perform job duties.

Any employee who engages or participates in sexual harassment, or who aids, abets, incites, compels or coerces another to commit sexual harassment or retaliates against another individual is in violation of this policy and subject to disciplinary action up to and including dismissal.

Managers and supervisors are to ensure that no such intimidation or harmful atmosphere of unwelcome sexual overtones exist in their workplaces. Every effort should be made to sensitize themselves and their employees to the differences between purely social overtones and those intended to affect working conditions. Also, employees are responsible for respecting the rights of their co-workers. Any employee who feels they have been harassed or retaliated against or has knowledge of any incident of harassment or retaliation on any protected basis shall immediately report such incidents to their immediate supervisor, HR, the CEO or the Title IX Coordinator and Coordinator for Nondiscrimination in Employment. If the supervisor is the harasser or has not responded to the complaint, or if not an employee, then the complainant should complain to any administrator without fear of reprisal. Employees may also report instances of sexual harassment through the School's Uniform Complaint Procedure without fear of reprisal.

2. Reporting

The School has an affirmative duty to take reasonable steps to prevent and correct discrimination and harassment. Supervisors, co-workers, and third parties are prohibited from engaging in unlawful behavior under the Fair Employment and Housing Act or any other applicable law. Please see the list of protected categories as stated in the Equal Employment Opportunity and Anti-Harassment sections of the handbook.

The School encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate Director, supervisor, manager, HR, or person they feel most comfortable and may file a complaint. The Uniform Complaint Procedures may be used for this purpose. Employees are entitled to report harassment to someone other than their direct supervisor. Supervisors are required to report all complaints to HR. In addition, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. The School recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential to the extent possible, although it is understood that an investigation will normally require the involvement of third parties. The School is serious about enforcing its policy against harassment, discrimination and retaliation. However, the School cannot resolve a harassment, discrimination or retaliation problem that it does not know about. Therefore, employees are responsible for bringing any such problems to the School's attention so it can take the necessary steps to correct the problem.

3. Investigation/Complaint Procedure

All complaints of harassment, including sexual harassment, discrimination or retaliation may be addressed through the School's Uniform Complaint Procedures. A complaint will be followed by prompt and thorough investigation conducted by an impartial and qualified individual. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense.

Complaints will be documented and the School will designate a qualified individual to track the complaint process.

a. Informal Procedure

If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify their immediate supervisor and/or the HR department who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the HR designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware, though, that the School may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

b. Formal Procedure

As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with their supervisor or the HR department. The School encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Any reported allegations of harassment, discrimination or retaliation will be investigated promptly and thoroughly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigation process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as the School believes appropriate under the circumstances.

4. Retaliation

Employees will not be retaliated against for complaining or participating in an investigation. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

5. Conclusion

This policy was developed to ensure that all employees can work in an environment free from harassment, discrimination and retaliation. The School will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any employee who has any questions or concerns about these

policies should talk with their supervisor or the HR department. Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of the School prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and prerequisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

None of the procedures listed are intended to preclude an employee from pursuing claims of discrimination and/or harassment in any other forum available to the employee, including making reports of discrimination, harassment, and/or retaliation to the Department of Fair Employment and Housing and the U.S. Equal Employment Opportunity Commission.

D. Diversity Policy

The School is committed to fostering, cultivating and preserving a culture of diversity and inclusion.

Our staff is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only the School's culture, but its reputation and achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The School's diversity initiatives are applicable but not limited to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of the School have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other school-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action up to termination.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the School's diversity policy and initiatives should seek assistance from an HR representative.

Section II: Employment Requirements

A. Child Abuse and Neglect Reporting

Any employee who knows or reasonably suspects a child has been the victim of child abuse shall report the instance to a child protective agency. School employees are mandated reporters and are required to report instances of child abuse when the employee has a "reasonable suspicion" that child abuse has occurred. Reasonable suspicion arises when the facts surrounding the incident or suspicion could cause another person in the same situation to suspect child abuse.

Child abuse should be reported immediately by phone to a designated child protective agency. Call the local Department of Family and Children's Services (DFCS) to report child abuse and neglect. If there is a life-threatening emergency to a child however, call 9-1-1. The phone call to the DFCS is to be followed by a written report within 36 hours of receiving the information concerning the incident. There is no duty for the reporter to contact the child's parents. In fact, if a child is released to a peace officer or a child protective agency agent, the reporter shall not notify the parent as required in other instances of removal.

Child abuse is broadly defined as "a physical injury that is inflicted by other than accidental means on a child by another person." Child abuse can take the following several forms:

1. Sexual abuse: Sexual abuse means, in general, sexual assault or sexual exploitation. Sexual abuse does not include children who voluntarily engage in sexual activity with children of a similar age. Pregnancy of a minor does not, in and of itself, constitute suspicion of child abuse.
    a. Neglect: Neglect occurs when a child's custodian has failed to provide adequate "food, clothing, shelter, medical care, or supervision" that may or may not have resulted in any physical injury.
2. Unlawful corporal punishment: Unlawful corporal punishment occurs when any person willfully harms or injures a child to such a degree that results in a traumatic condition.
3. Willful cruelty or unjustifiable punishment: Child abuse also includes the situation where any "person willfully causes or permits any child to suffer unjustifiable pain or mental suffering" or when any person endangers a child's health.

Confidentiality

A mandated reporter is required to give their name. The identity of all persons who report shall be confidential. Violation of statutory confidentiality is a misdemeanor. DFCS may reveal the names of reporting parties only to other investigative agencies as specified by law. No person required to report abuse will bear criminal liability for reporting. No supervisor or administrator may impede,prohibit, or in any way discourage a mandated reporter from making a report. Doing so may result in disciplinary action and could constitute a misdemeanor offense under California law.

All employees, prior to commencing employment, are required to acknowledge the provisions of Penal Code Section 11166 regarding mandated reporting and will comply with those provisions as outlined in the employment agreement. All employees will receive annual mandated reporter training, as required by

Education Code § 44691, using curriculum provided or approved by the California Department of Social Services. Certificates of completion will be kept in each employee's file.

Failure to Report

Failure to report suspected abuse is a misdemeanor punishable by imprisonment/fine. Any person who fails to report an instance of child abuse or neglect as required by the Child Abuse and Neglect Reporting Act is guilty of a misdemeanor with a punishment not to exceed six months in jail or $1,000 or both.

B. Employee Access to Confidential Information

Each employee is responsible for safeguarding confidential information obtained during employment. Confidential information includes, but is not limited to, personally identifiable student information, employee records, medical information, educational assessments, financial date, and any proprietary or sensitive operational information. In the course of the employee's work, the employee may have access to confidential information regarding students, parents, suppliers, other customers, or perhaps even fellow employees without consent from that individual. The employee has the responsibility of preventing the revealing or divulging of any such information unless it is necessary for the employee to do so in the performance of their duties and in accordance with law. Access to confidential information should be on a "need-to-know" basis and must be authorized by the CEO or designee. Confidentiality of student information is a requirement of the law and great care must be taken to ensure it is protected. No student information will be released without the specific authorization of the CEO or designee. Employee information may be released as part of a Public Records Act request, for the purpose of employment verification with prior written approval by the employee, or as required by law. Unauthorized release of confidential information may result in disciplinary action, up to and including termination of employment, and may also result in legal consequences in accordance with applicable state and federal law.

C. Student Data/FERPA

All information contained in a student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act (FERPA). These records are the property of the School, whose responsibility it is to secure the information against loss, defacement, tampering or use by unauthorized persons. Staff is prohibited from discussing students' academic or personal information outside the scope of performing the duties of one's position. No student's files are to be taken off premises unless granted permission by the CEO or designee. Only teachers, administrative, and office personnel are permitted to review student's files. When a file is requested from the School office, it must be signed out and returned the same day. No student files, records, forms, communication or reports may be copied without express authorization from the Director. Under no circumstances may student information be used for an employee's personal use.

Employees may not remove any materials from any student's file. Files may not leave the office without specific written authorization from the CEO or designee. Employees who access student files are responsible to secure their contents and maintain confidentiality.

D. Conflict of Interest

This policy applies to all employees, officers, directors, and governing board members of the school. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflict of interest. Such a conflict occurs when an employee is in a position to influence a decision that

may result in a personal gain for the employee or for a relative as a result of the School's business dealings.

1. **Personal Financial Interest**

   All such persons shall be neither personally nor financially interested in any contract made by them or by the school that employs them. For purposes of this policy,

   a. "Personally interested" shall mean a non-financial interest that may impair an individual's objectivity, such as familial relationships or other close personal connections.
   b. "Financially interested" shall mean any contract with an individual, entity, or company in which any such person related by blood, marriage or civil partner, any other person with a close personal relationship to any such person who has an ownership interest, an investment interest, or a familial interest, and encompasses any situation where any such person's official judgment may be influenced by personal consideration or expectation of financial gain or any compensation or consideration of any kind other than that officially provided to any such person by the School.

2. Statement of Economic Interest (Form 700)

Board members and staff who make or influence governmental decisions or financial decisions of the organization are designated in the Conflict of Interest Code adopted by the Board. These individuals must complete and file a Statement of Economic Interest, Form 700. The Form 700 ensures transparency and accountability in alignment with the Political Reform Act.

It is the policy of this School that elected or appointed school governance body members, school administrative officers, and school employees shall not place themselves in any position where their private or personal interests may conflict with their official duties, or where they may directly or indirectly receive personal financial gain through direct or indirect personal influence.

3. Personal Relationship

Personal or romantic involvement with a competitor, supplier or employee of the School may create an actual or potential conflict of interest. Management-subordinate romantic or personal relationships can lead to issues such as claims of discrimination or favoritism, issues with performance evaluation, possible claims of sexual harassment, and morale issues. It is the responsibility of the employees involved in romantic or personal relationships with subordinates, or other personal or romantic relationships that give rise to a conflict of interest, to disclose and discuss all relevant circumstances with the supervisor or HR and possibly request a change in assignment to avoid potential problems as appropriate. Failure to disclose such circumstances may cause the School to impose disciplinary action. Moreover, any romantic or personal relationships between employees must not harm the work environment in any way. Regardless of an employee's relationship with another employee outside of work, employees are expected to remain professional at all times during work hours. The School will not discriminate on the basis of marital or relationship status, except that the School may reasonably regulate the working of spouses or relatives in the same department, division, or facility for reasons of supervision, safety, security, or morale in accordance with applicable law.

No "presumption of guilt" is created by the mere existence of a professional or personal relationship with outside firms; however, if such employees have any influence on transactions

involving purchases, contracts, or leases, it is imperative that such be disclosed so that safeguards can be established to protect all parties.

E. Anti-Nepotism Policy

The School recognizes there may be situations in which spouses or other relatives may be employed by the School at the same time. The School permits the employment of qualified family members, domestic partners, significant others and/or similar personal relationships of employees as long as such employment does not create a conflict of interest. Relationships by family, marriage, domestic partnership and/or similar personal relationship shall constitute neither an advantage nor a disadvantage to selection, promotion, salary, or other conditions of employment. The School may consider a member of an employee's immediate family for employment if the applicant possesses the qualifications for employment for the position.

The School does not prohibit the employment of relatives in the same department. However, the School does prohibit any preferential treatment toward spouses or relatives or an improper influence impacting a spouse's or relative's terms or conditions of employment. The School recognizes that at times, employees and their family members, domestic partners, significant others and/or personal relationships may be assigned to positions that create a coworker or supervisor-subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation or appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of harassment in the workplace.

Employees should neither initiate nor participate, directly or indirectly, in employment actions (initial employment or appointment, retention, evaluation, promotions, salary, work assignments, leave of absence, etc.) involving family members, domestic partners, significant others and/or similar personal relationships.

The School will make reasonable efforts to assign job duties to minimize the potential for creating conflicts of interest. Notwithstanding the above, the School retains the right where such placement has the potential for creating conflicts of interest, to refuse to place immediate family members in the same department. The School retains the right to reassign or transfer any person to eliminate the potential for creating conflicts of interest. Any potential preferential treatment or improper influence should be reported immediately to HR.

F. Employment Eligibility Verification Document

The School will only employ individuals who are authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

All newly hired employees must complete, as a condition of employment, the Employment Eligibility Verification Form 1-9 and provide documentation establishing identity and proof of work eligibility and identification at time of hire, but no later than three (3) days of hire. If the employee is unable to produce the required documentation or a receipt/letter requesting appropriate documentation within three days, the employee will be dismissed from employment. If, after 90 days of hire, the employee has not submitted the original documents to replace the receipt/letter or, in the meantime, some other acceptable document(s), the employee will be dismissed from employment.

Former employees who are rehired must also complete the form if they have not completed an 1-9 for the School within the past three years or if their previous 1-9 is no longer retained or valid.

G. Fingerprinting

Each employee will be fingerprinted in conformance with legal requirements and as a condition of employment. Fingerprints are submitted to the appropriate State and Federal agencies for screening to assure that no employee has been convicted of a crime that would preclude employment by the School.

H. Criminal Background Checks

As a condition of employment, all employees are required to submit to a criminal history review through the Department of Justice. The review shall include fingerprint submission to the DOJ. The School follows the guidelines of the California Fair Chance Act, and will conduct an individualized assessment on all background check results. The School will make hiring determinations based on California law. Certain types of criminal background findings may prevent the employer from hiring the candidate or continuing employment with a current employee. The School will factor in the nature and gravity of the crime, when the crime occurred, rehabilitation and the nature of the position all in accordance with applicable law. All results will be discussed with the applicant and/or employee before making a hiring or dismissal decision. No person employed or otherwise associated with the School, including members of the Board of Directors, who have been convicted of or have pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

I. Employment Application/Data

The School relies upon the accuracy of the information presented during the application process, as well as the accuracy of other data presented throughout the hiring process and employment relationship. As such, any omission or misstatement of material fact in any of this information may result in the School excluding the individual from further consideration for employment or, if already hired, termination of employment.

J. Employment Verifications

The School will only respond to employment verification inquiries that are received in writing. All such inquiries, whether for current or former employees, must be directed to HR. Generally, responses will be limited to information concerning wages, employment dates, positions held, and eligibility for rehire. Release of any additional information will require that the employee execute a release. Letters of recommendation must be approved by HR to ensure the accuracy and appropriateness of the information being released.

K. Certification and Licensing

Teachers are required to hold a current California Commission on Teacher Credentialing certificate, permit, or other commission approved document for the assignment held ("Certificated Employee"). In addition, teachers serving students identified as English Language Learners must possess the proper EL authorization. If a teacher has not received this authorization, the School will allow them one year from date of hire to obtain it and will not assign English Language Learners during that time.

It is the responsibility of each certificated employee to ensure that credentials and permits are renewed in a timely manner and remain current. The School highly encourages all certificated staff to keep their contact information current with the Commission on Teacher Credentialing in order to receive pertinent notifications. Upon renewal of credentials or certificates, proof is to be submitted to the HR department to be copied and filed in the employee's personnel file.

L. Mandatory Tuberculosis Testing

In order to ensure the health and safety of all students and staff of the School, all newly hired employees must submit proof of a negative TB Risk Assessment or TB test by a licensed healthcare provider that has been administered within sixty (60) days prior to hire. A TB test may include an intradermal skin test or an X-ray of the lungs. An individual hired from another California School may request their prior school provide proof of the individual's TB Risk Assessment or TB test. TB Risk Assessments and TB tests are considered expired after four (4) years from the date they are administered and a proof of a new assessment or test must be submitted to HR in order to continue in employment. Pregnant employees are exempt from providing proof of a TB test for at least sixty (60) days from the end of their pregnancy.

The School will reimburse the cost of the tuberculosis risk assessment and/or the test for all current employees with proof of receipt.

[See also Board Policy 4025]

Section III: Standards of Conduct

The School expects all employees to comply with School rules, policies, and regulations as set forth in this handbook. Any employee who fails to do so will be subject to disciplinary action at the School's sole discretion, which management deems appropriate under the circumstances. Such disciplinary action may include, but is not limited to, oral and written warnings, mandatory training, or termination of employment. Any employee's receipt of, participation in or completion of School-required disciplinary action shall not, under any circumstances, limit or alter the School's at-will employment policy, which allows either the School or the employee to terminate the employment relationship at any time, with or without notice, and with or without cause.

A. Freedom from Violence

The School expressly prohibits any acts or threats of violence by any School employee or former employee against any other individual. The School will also not condone any acts or threats of violence against school employees, students or affiliates while engaged in business with or on behalf of the School.

To ensure that the School's objective in this regard is attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures.
3. To take appropriate action when dealing with customers, former employees, or visitors to school functions who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.

4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons to school, work and non-work-related gatherings, meetings and functions.
5. To establish viable security measures to ensure that school meetings and gatherings are safe and secure to the extent possible and to properly handle access to school facilities by the public, off-duty employees, and former employees.

The School will not tolerate any type of workplace violence committed by or against its employees. Employees who violate this policy will be subject to disciplinary action, up to and including discharge. Prohibited conduct includes, but is not limited to:

1. Causing physical injury to another person.
2. Making threatening remarks.
3. Aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another person to emotional distress.
4. Possession or threat of using a weapon on the premises and/or at work related events, meetings and gatherings.

Employees who display a tendency to engage in violent, abusive, or threatening behavior, as determined by the School, in its sole discretion, may be referred for counseling or other appropriate treatment.

In furtherance of this policy, employees have a "duty to warn" their supervisors or a HR representative of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, customers, or visitors and that appear problematic. The welfare of all employees depends upon the alertness and sensitivity of every individual to potential security risks. Employee reports made pursuant to this policy will be held in confidence to the extent possible. The School will not condone any form of retaliation against any employee for making a report under this policy.

The School has developed guidelines to help maintain a secure workplace.

1. Every employee is directed to report any suspicious persons or activities to the Director or designee:
2. Such as persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas.
3. Persons who make threats or acts of violence, aggressive behavior, offensive acts, discussion of bringing weapons into the workplace, threatening or offensive comments or remarks, and the like.
4. Employees should immediately notify the Director or designee when other employees or outsiders express anger and make threats against the School or behave in a manner suggesting the possibility of violent activity.
5. Finally, those working in the School's office must also ensure that doors are locked and alarms are activated when applicable.

B. Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the School's objectives.

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited

conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and School operations may also be prohibited and will result in disciplinary action up to and including termination.

1. Falsifying employment records, employment information, or other School records;
2. Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily;
3. Falsifying any time card - Recording the work time of another employee or allowing any other employee to record another employee's work time, either one's own or another employee's;
4. Theft and deliberate or careless damage or destruction of any School property, or the property of any employee or customer;
5. Removing or borrowing School property without prior authorization;
6. Unauthorized use or misuse of School equipment, time, materials, or facilities;
7. Provoking a fight or fighting during working hours or on School property;
8. Participating in horseplay or practical jokes on School time or on School premises;
9. Carrying firearms or any other dangerous weapons on School premises at any time;
10. Engaging in criminal conduct whether or not related to job performance;
11. Causing, creating, or participating in a disruption of any kind during working hours on School property;
12. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a colleague;
13. Using abusive, threatening or intimidating language at any time on School premises;
14. Initiating or participating in gossip or slander of other employees, parents, or students;
15. Failing to notify a supervisor when unable to report to work;
16. Unreported absence of three (3) days;
17. Failing to obtain permission to leave work for any reason during normal working hours;
18. Failing to observe working schedules, including rest breaks and meal periods;
19. Failing to provide a physician's certificate when requested or required to do so;
20. Sleeping or malingering on the job;
21. Making or accepting personal phone calls, text or email messages during working hours to the extent that it interferes with the performance expectations of the assignment, except in cases of emergency or extreme circumstances;
22. Working overtime without authorization or refusing to work assigned overtime;
23. Violation of dress standards;
24. Violating any safety, health, security or School policy, rule, procedure or violation of the School's drug and alcohol policy;
25. Committing a fraudulent act or a breach of trust under any circumstances;
26. Committing or involvement in any act of unlawful harassment of another individual;
27. Failing to promptly report work-related injury or illness;
28. Any other action or behavior, which could harm the School's, parents', or students' interest

This statement of prohibited conduct does not alter the School's policy of at-will employment. Either the employee or the School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

C. Physical Contact with Students and Other Staff Members

It is the policy of the School that no staff member will use corporal punishment against a student. This prohibition includes: spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior. If a child or other staff member specifically requests that the individual not be touched, then that request must be honored without question.

The following forms of touching are never appropriate:

1. Sexually motivated physical conduct or touching
2. Angry or violently motivated touching
3. Inappropriate or lengthy embraces
4. Kissing of any kind
5. Corporal punishment
6. Sitting student on one's lap
7. Touching buttocks, chests or genital areas
8. Pushing a person or another person's body part
9. Showing affection in isolated areas
10. Wrestling with students or other staff members
11. Bench-pressing another person
12. Tickling
13. Piggyback rides
14. Massages
15. Any form of unwanted affection
16. Any form of sexual contact
17. Poking fingers at another person that results in an offensive contact
18. Having a student in an employee's vehicle or transporting a student
19. Intentionally being alone with a student
20. Any touching that would lead a responsible person to suspect inappropriate behavior.

For additional examples of unacceptable and acceptable Staff/Student Behaviors, see the School's Professional Boundaries Policy.

Restraining a child who is trying to engage in violent or inappropriate behavior may be permitted. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. Additionally, the victim may choose to bring civil or criminal charges against the violator.

When interacting with younger children or children with a disability, an appropriate physical touch may sometimes be necessary. A touch for the purpose of redirecting or refocusing, assisting with physical care (i.e. cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances.

It is impossible to define each and every instance when touching is inappropriate. Employees must use professional judgment and discretion related to physical touch.

This policy does not prevent appropriate forms of touching a student, including for the purpose of guiding

them along a physical path, helping them up after a fall, engaging in a rescue or the application of Cardiopulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another.

D. Off-duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their job may result in disciplinary action and/or dismissal as allowed by law.

E. Drug and Alcohol Free Workplace and Awareness Program

The School will comply with all federal and state regulations regarding drug and alcohol use while employees are on the job. This policy covers all School employees and violation of the School's policy related to drug use is grounds for immediate termination. The School is concerned about the use of alcohol, illegal drugs and controlled substances as it affects the workplace, the School community and students. Though marijuana is legal in many California cities, it is still considered an illegal substance under Federal law and therefore considered an illegal substance for this policy. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health and therefore seriously impair the employee's value to the School and its students. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and students and exposes the School to the risks of property loss or damage or injury to other persons. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace.

Conduct against this policy includes, but is not limited to, the following:

1. Driving a School vehicle, or a vehicle designated for school business, while under the influence of alcohol or an illegal or controlled substance;
2. Selling or purchasing an illegal or controlled substance, including while on the job, on school property, or in the presence of students;
3. Possessing or using alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students,
4. Under the influence of alcohol or an illegal or controlled substance while on the job, on school property, or in the presence of students.

The School will provide information to employees about:

1. The dangers of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and assistance programs; and
4. The penalties that the School may impose upon them for drug abuse violations occurring in the workplace.

Violation of these rules and standards of conduct will not be tolerated and may result in disciplinary action, up to and including termination of employment. The School may also bring the matter to the attention of appropriate law enforcement authorities. The School may terminate an employee who is convicted of a controlled substance offense to the extent allowed by law. Alternatively, the School may, as required or allowed in accordance with applicable law, require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

As a condition of employment, employees are required to notify the School in writing of any conviction for a violation of a criminal drug statute. Such notification must be made no more than five (5) calendar days after the conviction. The School may, as required by applicable law, notify federal or state agencies of any applicable employee convictions if such a report is required by law.

The School will provide reasonable accommodation to an employee who voluntarily requests an accommodation or leave of absence to voluntarily participate in a drug or alcohol rehabilitation program. Please note that the request must be made before the employer learns of a violation of the Drug and Alcohol Free Workplace policy. Any employee who participates in a rehabilitation program would still be responsible for following all other School policies. Employees returning from a voluntary rehabilitation program will be required to comply with a return-to-work agreement addressing the terms and conditions of continued employment.

In order to enforce this policy, the School reserves the right to conduct legal searches of school property and to implement other measures, which are in accordance with law and necessary to deter and detect violation of this policy. As a condition of employment, the employee agrees to abide by the terms of this policy.

The School will abide by all relevant laws, including laws regarding employee disability and reasonable accommodations in implementing this policy.

F. Tobacco Free Workplace

The School is a tobacco free workplace. No tobacco products are to be used in the workplace or at work functions. This includes all VAPE and e-cigarette products. Additionally, employees are required to adhere to any building and site policies regarding designated areas for smoking.

G. Punctuality and Attendance

Employee punctuality and consistent attendance contributes to the positive operations of the School. As such, attendance and punctuality are performance expectations and are measured on the overall job performance. Employee tardiness or chronic absenteeism causes unnecessary problems for students and fellow employees. While an employee is absent, other employees may be burdened with performing additional duties in order to maintain operations. Further, employees are expected to report to the workplace and be prepared to begin work at their scheduled reporting times. To avoid conflict with the daily operations of the School, employees should schedule personal affairs outside of regular working hours.

If an employee is unable to report for work on any particular day, they must call their supervisor or HR at

least one hour before the time they were scheduled to begin working on that day in order to obtain pre-approval for the absence. An employee may be excused from this one hour notice requirement if extenuating circumstances prevented them from contacting the supervisor. In all cases of absence or tardiness, employees must provide the School with an honest reason or explanation.

Employees must inform HR or designee of the expected duration of any absence. Excessive absences, lateness or failure to give the supervisor advance notice for absence or lateness can result in disciplinary action or dismissal from employment. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee fails to report for work without any notification to their supervisor or to HR, and the absence continues for a period of three days, the School will consider it a voluntary resignation unless a written medical excuse is provided by a physician to confirm that the employee has not abandoned their employment.

Employees with emergencies or situations that do not allow them to do their job, must inform their supervisor or HR within 24 hours. Failure to return phone calls or emails within 24 hours during workdays requires an explanation to the employee's supervisor. Failure to inform a supervisor of an expected absence, failure to return phone calls or emails for three (3) workdays without notice, and missing required deadlines or meetings constitutes abandonment of employment.

Please refer to the policies related to leaves of absence and paid sick days in the handbook for more information.

H. Attendance at Mandatory School Activities

Employees are required to attend scheduled staff meetings, professional development sessions, graduations, kick-off week activities, and other mandatory events as noted on the school calendar. Should an employee be unable to attend a mandatory event, they will need to utilize a day's worth of their sick or vacation leave, adjusted according to their Full-Time Equivalent (FTE) status. During the time of the missed mandatory event, staff should refrain from arranging meetings or participating in work-related tasks and will not be required to engage in any such activities at these times. Employees must notify their direct supervisor of their absence. Notice via email one-hour prior to the start time of the mandatory activity is requested to facilitate adjustments in planning and collaboration

I. Professionalism

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by their interactions with employees. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Employees are encouraged to help make a good impression of the School by:

1. Communicating regularly.
2. Acting competently and dealing with others in a courteous and respectful manner.

3. Communicating pleasantly and respectfully with others at all times.
4. Following up on requests and questions promptly, providing professional replies to inquiries and requests.
5. Responding to email and voicemail within 24 business hours, or within a reasonable period of time depending on the assignment (employees should discuss this with their supervisor).
6. Taking pride in performing duties in an exceptional manner.

Employees may not bring their own children to school events (learning period meetings, assessments, school meetings, etc.) unless they are a student participant in the events or it is a general school event open to all students or employee families. The CEO or designee may grant an exception.

J. Dress Code

Each employee is a representative of the School in the eyes of the public. Therefore, each employee must report to work properly groomed and dressed in professional attire in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.Violation of the dress code is determined by the CEO or designee. The CEO or designee may issue more specific dress code guidelines at any time, which shall be in accordance with law. The standards of grooming and hygiene outlined below set the minimum requirements to which all employees, contract workers, and temporary staff are required to adhere.

Employee dress is described as business casual, which includes:

- Slacks, dockers and other office style pants,
- Skirts and dresses to or below the knee,
- Button down shirts, blouses, and sweaters.
- All clothes are to appear clean, pressed and without stains or holes.
- Inappropriate attire:
- Spaghetti straps or strapless tops,
- Overly baggy or tight so as to be revealing,
- Plunging necklines, midriff revealing tops, or any clothing that exposes the employee inappropriately,
- Clothing with offensive words or pictures,
- Any clothing that is overly casual (shorts, tank tops, athletic wear), appears dirty, wrinkled, or has stains or holes.

Overall grooming - Grooming standards for everyone includes the appearance of care and proper hygiene. Hair, makeup, and jewelry may not interfere with an employee's ability to perform the job duties or pose a safety issue. Facial piercings should be removed and tattoos should be covered during work hours. Excessive piercings or offensive tattoos may prohibit an individual from being considered for a customer facing assignment. The School reserves the right to ask any employee to cover inappropriate tattoos or remove any piercings that are not reflective of the school culture.

Exceptions - The School recognizes some events as acceptable for casual dress. The majority of the same dress and grooming standards apply, however employees may wear jeans, seasonally appropriate clothing, and more casual shoes. Requests for an exception to the dress code policy for religious beliefs or practices must be addressed to the CEO or designee or an HR representative. Each request will be evaluated on a case-by-case basis.

Supervisors are expected to inform employees when they are violating the dress code. Employees in violation are expected to immediately correct the issue. This may include having to leave work to change clothes. Repeated violations or violations that have major repercuss10ns may result in disciplinary action being taken up to and including termination.

K. Gifts to Employees

It is the policy of the School that no employee may accept any gift from an outside party, client, contractor, vendor, community provider, business associate, parent or student that is of such nature that it could affect their impartiality with regard to decisions or actions affecting school operations. Gifts with a value of less than $50 are excluded from this policy.

L. Fee and Cash Collection

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Director or designee who will supervise the collection of all fees and will be responsible for managing the receipts. Cash and/or checks should not be stored or locked in staff offices or desks. All financial transactions should be coordinated with the Director or designee. Employees must obtain approval from the Director prior to soliciting staff for donations or financial support for any outside event/activity.

M. Building Security

Building security is the responsibility of all staff. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that the office is secure; for example, all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all the appliances and lights are turned off with the exception of the lights normally left on for security purposes. Employees are not allowed on properties or leased facilities after hours without prior authorization from the Director, CEO or designee. All employees who are issued keys to the office are responsible for their safekeeping and will sign for receipt of such key.

Section IV: Personnel Policies and Procedures

The School will continually strive to recruit and retain highly qualified employees and remain a competitive public school employer, including examining employee evaluation, compensation, and discipline/dismissal practices periodically.

A. New Employee Orientation

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the School, and prepared for their position. New employee orientation, includes an explanation of the core values, vision, mission, goals, and objectives of the School. In addition, the new employee will be given an overview of benefits and complete any necessary paperwork through the HR department.

B. Residency and Service Area

Residency Requirement of Non-Office Staff
All staff are required to live within the service area of the School. The service area is defined as the regions where the School has actual student enrollment. While the School has the potential to serve students in various counties, the School only hires non-office employees who reside in cities or areas with current student enrollment. This ensures that staff can effectively support and engage with the student population. If a staff member moves out of the service area, they must notify their supervisor immediately. As maintaining residency within the service area is a condition of employment, non-office staff members who relocate outside of this area will no longer be eligible for employment with the School. The School is committed to maintaining high standards of service and support for our students, and adherence to the residency requirement is crucial in achieving this goal.

Residency Requirement for Office Staff
All office staff are required to live in a location where they can commute to the School offices or service areas. This ensures that office staff can consistently fulfill their duties and responsibilities on-site. If an office staff member moves to a location that hinders their ability to commute to the office, they must notify their supervisor immediately. As maintaining the ability to commute to the office or service area is a condition of employment, office staff members who relocate to a non-commutable location will no longer be eligible for employment with the School. Maintaining a consistent on-site presence is essential for the effective operation of our School, and adherence to the residency requirement for office staff is crucial in achieving this goal.

Service Area
All staff are required to reside within the service areas of the School. Some employees are hired to serve specific geographic locations within the service area and must continue serving their assigned areas throughout their employment. If an employee relocates away from their assigned service area, they must still fulfill their responsibilities in the original area assigned. Changes to service areas are determined based on the School's needs. Employees may face dismissal if it is determined by the School that they are unable to continue serving their assigned area due to relocation.

Rare Exceptions for Short-Term or Temporary Solutions
In rare circumstances, the School may hire or retain staff outside the service area, including out-of-state, for short-term or temporary solutions. These exceptions will be made at the discretion of the Director and must be ratified by the Board of Directors. These assignments can end at any time when the School determines the assignment is no longer needed. Such decisions will be based on the specific needs of the School and the availability of qualified candidates within the service area. Temporary out-of-area hires must still comply with all other School policies and expectations.

C. Remote Work Policy

MYA is a remote workplace that will require in-person attendance. This is stated in an employee's Job Description. Employees must adhere to all policies and procedures regardless of their remote work status.

Definitions
Remote work, working remotely, telework, telecommute, or work-from-home are defined as any work arrangement that allows employees to work outside of a primary worksite at an alternate location.

Remote Work Policy

Employees who work remotely are expected to maintain normal productivity and performance as if they were conducting business onsite. They may not carry out work for anyone other than MYA during this time. Employees must use approved time off for absences. Employees must accommodate themselves for any of the following, but not limited to, on-site meetings, conferences, retreats, state testing, team-building days, and/or training.

Availability and Communications

Because we have a flexible work environment, we ask that employees be available to take work related calls and attend meetings as needed with minimum disruption, Monday through Friday. The only requirements put in place around work location and time are that timelines are met, and student/School needs are tended and responded to in a reasonable time frame.

Workspace

Employees should establish a workspace that is safe and conducive to conducting day to day business. Employees are responsible for maintaining adequate and reliable internet service regardless of where they sit. Employees should seek a quiet and distraction-free working space, to the extent possible. MYA issues all employees the necessary equipment and software licenses to do their job effectively.

Equipment

MYA will determine and approve, with information supplied by the employee and the supervisor, the appropriate equipment needed for each employee. Equipment supplied by MYA will be maintained by MYA. Equipment supplied by the employee, if deemed appropriate by MYA, will be maintained by the employee. MYA accepts no responsibility for damage or repairs to employee-owned equipment. MYA reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by MYA is to be used for business purposes only. The employee must sign an inventory of all MYA property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all MYA property will be returned, unless other arrangements have been made.

MYA does not provide employees with office furnishings for their home offices. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner.

MYA will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. Occasionally, when pre-approved by the Director, employees will be reimbursed for business-related expenses that are reasonably incurred in carrying out the employee's job.

Virtual Meetings

While distractions are sometimes unavoidable, try to keep them to a minimum. No music or television in the background during meetings. Keep yourself muted during group video or audio conferencing unless you are speaking. Turning on video is required. We understand there may be rare occasions where you are unable to utilize your video, however, this should be the exception rather than the norm. Avoid eating a meal during a virtual meeting unless invited to do so by the meeting host. Smoking or vaping is not permitted during a video conference. Casual dress is acceptable; however, use discretion. We are a business casual environment. Avoid multitasking. Give your full attention to the meeting as if you were face to face.

Timekeeping

Hourly employees must accurately record all working time and may not work “off the clock.” Hourly

employees must use timesheets approved by MYA and are required to log out for lunch as required by law.

Confidentiality
MYA employees must adhere to policies as they relate to client and proprietary information even while working remotely. Employees agree to maintain confidentiality and keep passwords and other information safe at their remote work area.

Security
Remote employees will be expected to ensure the protection of proprietary information accessible from their home office. Steps include the use of regular password maintenance and any other measures appropriate for the job and the environment.

Workers Compensation
In the event of a job-related injury, employees should report the incident to their direct supervisor as soon as possible. Note that workers' compensation does not apply to injuries to any third parties or members of Employee's family on Employee's premises. Furthermore, workers' compensation does not apply to injuries incurred outside of working hours/outside of the remote workspace.

D. Employee Status

Employees may include exempt, nonexempt, regular full-time, regular part-time, and seasonal persons employed with the School who are subject to the control and direction of the School in the performance of their duties.

a. Exempt: Employees whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.
b. Nonexempt: Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week. Nonexempt employees are also subject to meal period and rest break regulations.

Employee Status	Teacher Facilitator	Exempt Certificated and Classified	Non-Exempt Classified	Benefits
	(Student Caseload per Month)	(FTE)	(Hours per Week)	
Regular Full Time	19+ students	.75+ FTE	30+ hours	Eligible
Regular Part Time	10-18 students	.50 - .74 FTE	20-29 hours	Eligible
Non-Regular	9 or less students	.49 FTE or less	19 hours or less	Not Eligible

E. Student Counts

The teacher may indicate their desired student count with the School as a request, however, the needs of the School will determine the number of students assigned to the teacher.

F. Job Duties

The assigned supervisor will clarify the job duties and the expectations for behavior and job performance. The employee's job responsibilities and tasks are subject to change and update during employment as stated in the at-will employment agreement and job description and job description. On occasion, the employee may be asked to work on projects, or to help with other work necessary or important to the operation of their department or the School. The employee's cooperation and assistance in performing such additional work is expected. The School reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer any employee's job positions, or assign additional job responsibilities.

G. Nonexempt Employees

1. Work Schedules

Business hours of school sites and offices (if any) shall be established by the CEO or designee. The CEO or designee will assign the classified staff's individual work schedule to ensure staffing throughout the workday. Employees are expected to be online or at their desks or workstations when ready to work.

For the purposes of pay and leave accrual calculations, full-time for classified employees, is defined as 2,080 working hours. The workweek begins at 12:01 a.m. Monday and ends at midnight on Sunday.

2. Rest Breaks and Meal Periods

a. Rest Breaks

Rest breaks are on the clock and duty-free. Employees are expected to return to work promptly at the end of any rest breaks.

b. Number of Rest Breaks

Nonexempt employees are provided one (1) paid ten-minute rest break for every four (4) hours worked (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break is not authorized for employees whose total daily work time is less than three and one half (3.5) hours.

If the employee works a shift from three and one-half (3.5) to six (6) hours in length, they will be entitled to one (1) paid ten-minute rest break. If they work more than six (6) hours and up to 10 hours, they will be entitled to two (2) paid ten-minute rest breaks. If the employee works more than 10 hours and up to 14 hours, they will be entitled to three (3) paid ten-minute rest breaks.

c. Timing of Rest Breaks

The employee is authorized and permitted to take a rest break in the middle of each four-hour work period. There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The

employee will be informed if there are practical considerations that make this timing infeasible. In the event of these considerations, the immediate supervisor may need to schedule the rest breaks.

d. Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if working more than five (5) hours in a workday. The employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period. If the total work period for the day is more than five (5) hours, but no more than six (6) hours, the meal period may be waived. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

e. Timing of Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period.

The meal period will be provided no later than the end of the fifth hour of work. For example, if work begins at 8:00 a.m., the meal period must begin by 12:59 p.m. (which is four hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure efficient business operations.

f. Second Meal Period

If the employee works more than 10 hours in a day, they will be provided a second, unpaid meal period of at least 30 minutes. Again, the employee must clock out for the meal period and will be permitted a reasonable opportunity to take this meal period; the employee will be relieved of all duty. During the meal period, the employee is relieved of all duty and is free to leave the premises. The employee is expected to return to work promptly at the end of the meal period.

Depending on the circumstances, the employee may be able to waive the second meal period if the first meal period was taken and if the total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of the employee and HR. Any such waiver must be requested and approved with HR and supervisor in advance.

g. Timing of Second Meal Period

As with rest breaks, the employee is authorized and permitted to take a meal period. A second meal period is required if the employee's hours exceed 10 hours in one workday.

This second meal period will be provided no later than the end of the 10th hour of work. For example, if work begins at 8:00 a.m., the employee must start the second meal period by 5:59 p.m. (which is 9 hours and 59 minutes into the shift).

There may be practical considerations that make this general timing infeasible and that require the School to deviate from this general rule. The immediate supervisor may need to schedule the timing of an employee's meal period to ensure business operations.

h. Recording Meal Periods

The employee must clock out for any meal period and record the start and end of the meal period. Employees are not allowed to work "off the clock." Work time must be accurately reported on the time record.

i. Missed Rest Breaks and Meal Periods

If for any reason the employee is not provided a rest break or meal period in accordance with the policy, or if they are in any way discouraged or impeded from taking their rest break or meal period, or from taking the full amount of time allotted to them, the employee may be eligible for a missed rest break or meal period remedy and should immediately notify HR.

Anytime the employee misses a rest break or meal period that was provided to them (or they work any portion of a provided meal period), they will be required to report the time to HR and document the reason for the missed rest break and meal period.

Please also refer to the School's Timekeeping Policy.

j. Timekeeping

All nonexempt employees are required to record time worked for payroll purposes. Employees must record their own time at the start and at the end of each work period, including before and after the meal period. Altering with this procedure in any way is not permissible and is subject to disciplinary action. Time cards in the payroll system are to be approved by the employee and the supervisor prior to each payroll. Any errors on the time card should be reported immediately to HR. Employees with consistent patterns of not following time recording responsibilities are subject to disciplinary actions.

All communication between the nonexempt employee and management concerning work related issues is not permitted after hours. Once the nonexempt employee has recorded the end of a work period at the end of the day, that employee is no longer clocked in. All work related correspondence will resume the next work day except in the case of an emergency or at the direction of the supervisor. Nonexempt employees will be compensated at the appropriate rate of pay for any additional time worked outside of their work day.

k. Pay for Mandatory Meetings & Training

The School will pay nonexempt employees for attendance at meetings, lectures, and

training programs when attendance is mandatory, and the meeting, course, or lecture is directly related to the job and is outside of the regular schedule. Unless otherwise noted, trainings and meetings are included as part of an exempt employee's regular pay.

l. Overtime

All overtime work must be requested in advance by the employee and authorized by the supervisor prior to the time to be worked. Nonexempt classified employees may be directed to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law. All hours worked in excess of eight (8) hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. The work week begins at 12:01 a.m. Monday and ends at midnight on Sunday.

Compensation for hours in excess of 40 hours for the workweek, or in excess of eight (8) hours and not more than 12 hours for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate of one-and-one-half times the employee's regular rate of pay. Compensation for hours in excess of 12 hours in one workday and in excess of eight (8) hours on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.

H. Exempt Employees

The School will pay exempt employees a salary rather than by the hour. Once an employee's sick days have been exhausted or are otherwise unavailable, the School will deduct pay from an exempt employee's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full work weeks disciplinary suspensions; and (iv) partial (for intermittent leave) or full day absences during an approved family or medical leave in accordance with law. Exempt employees who believe that the School made an incorrect or improper salary deduction should promptly report the deduction to their supervisor or the HR department. If the School incorrectly or improperly made a deduction from an exempt employee's salary, it will reimburse the employee for the deducted pay as soon as possible.

I. Salary Overpayments

Because the School receives public funds, the School is obligated by law to seek reimbursement for any salary overpayment and cannot waive the recovery of the overpayment. Employees who receive excess pay as a result of a payroll error are required to return the funds to the School. The School will provide the employee with the correct salary calculation and the amount that is owed to the School. The employee may return the overpayment in full through a cashier's check or money order or allow the School to deduct the overpayment from the next paycheck. The School may arrange for a repayment plan that is mutually agreeable to both the School and the employee and does not exceed one calendar year from the date of the overpayment. Should an employee resign prior to completing the repayment, the full amount shall become due upon termination. A repayment plan may be offered to a terminated employee not to

exceed three (3) months in duration.

J. Employee Evaluation

Supervisors will conduct performance reviews with all regular full-time and regular part-time employees annually. Supervisors may conduct informal performance reviews and goal setting sessions more often if they choose. Performance reviews are designed for the supervisor and the employee to discuss their current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, the employee and supervisor will discuss ways in which the employee can accomplish goals and/or learn new skills.

Performance review and goal setting sessions may or may not have a direct effect on any changes in salary compensation. For this reason, among others, it is important to prepare for these reviews carefully and participate in them fully. Additional details on employee evaluations will be provided by Human Resources upon hire.

K. Corrective Action

All employees are expected to meet School standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with School policies and procedures. If an employee does not meet these standards, the School may or may not, at its sole discretion, take corrective action, other than immediate dismissal. Employees have no entitlement to corrective action or progressive discipline prior to dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The School holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, the employee may be terminated, or, at the School's discretion, be subject to corrective action by a supervisor.

Corrective actions may include, but are not required to include, an oral warning, a written warning, probation, suspension, and termination of employment. In deciding which initial corrective action would be appropriate, a supervisor may consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record. As an at-will employer, the School may use all, some or none of the corrective actions described and will handle corrective action based on its own discretion.

Though the School will try to find paths for improvement whenever possible, the School considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of School property, trespassing, the use of School equipment without prior authorization, untruthfulness about personal work history, skills, or training, divulging proprietary information, and misrepresentations of the School to another employee, a prospective employee, or the general public.

Nothing in this section or any other section alters an employee's status as an at-will employee who may be terminated, with or without cause and with or without advance notice at any time by the School. Nothing in this section is intended to interfere with an employee's rights to communicate or voice concerns that are protected by Federal and State law.

L. Procedure for Disciplinary Action

The corrective action process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with School policies and procedures and/or other disciplinary problems.

Corrective actions may be taken at the discretion of management and include any of the following:

a. Verbal counseling, which may be confirmed in writing by the supervisor
b. Written warning, which will be placed in the personnel file
c. Suspension, which will be confirmed in writing for the personnel file. Suspension is normally used to remove an employee from the organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If the employee is suspended, it will be documented in the personnel file.
d. Discharge, which will be documented in the personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, the intent and motivation to change the performance, and the environment in which the offense took place. As a reminder, employment remains at-will before, during, and after a disciplinary action.

M. Terminations

There are two types of terminations that may affect employees. Voluntary termination results when an employee voluntarily resigns their employment. Involuntary terminations result when the School makes the decision to end the at-will employment agreement.

Regardless of the reason for termination, all school-owned property, including vehicles, keys, credit cards, student files, or school property in the possession of the employee must be returned to the School immediately upon termination from employment, within 72 hours from the final date of employment with the School. Employees are not to recruit students from the School to a new place of employment.

All wages owed will be paid out upon the date of termination for involuntary terminations or within 72 hours after an employee's resignation if the employee gave 72 hours or less notice.

N. Personnel Records

Employees have a right to inspect certain documents in the personnel file as provided by law. The contents of personnel records will be available for inspection to the current or former employee, or their representative, at reasonable intervals and at reasonable times, but not later than thirty (30) calendar days from the date the School receives a written request. However, the employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to inspect the records, and the agreed-upon date does not exceed thirty-five (35) calendar days from receipt of the written request. Additionally, the School shall provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, to a current or former employee, or their representative, no later than thirty (30)

calendar days from receipt of the request, unless the current or former employee, or their representative, and the School agree in writing to a date beyond thirty (30) calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed thirty-five (35) calendar days from the employer's receipt of the written request.

The employee may add comments to any disputed item in the file. Only HR, the CEO or designee is authorized to release information about current or former employees. Disclosure of personnel related information to agencies or individuals outside the School will be limited and in accordance with law; however, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required. The School is required by law to keep current all employees' names and addresses. Employees are responsible for notifying the School in the event of a name or address change.

O. Destruction of Personal Information Records

In the course of the employee's duties at the School, they may encounter records which contain personal information (i.e., a person's name and Social Security Number, driver's license number, state identification number or any account number, credit or debit card number, access code or passwords that may permit access to an individual's financial account, payroll, or personal health information). The School expects all employees to take appropriate measures to maintain the confidentiality and integrity of such information and prevent unauthorized access. Employees must ensure hard copies of documents are stored securely, such as in a locked file cabinet, with access provided only to authorized individuals with a need to know. Electronic media must be encrypted or password protected. Passwords should never be included in any transmission that also contains the data. Employees should dispose of data no longer needed by shredding paper documents and properly erasing electronic media to ensure that the personal information cannot be read or reconstructed. Failure to follow proper storage and disposal procedures may result in disciplinary action up to and including termination.

P. Employment Posters

The School maintains bulletin boards in School offices and on the HR information system that contain important information about employment. In addition to federal and state required notices, school-related information will also be available in these locations. All employees are encouraged to look at the online bulletin board regularly and to read all of the information displayed and made available in detail. Any questions about the information should be directed to the supervisor or HR. These bulletin boards are reserved for School use only; employees may not post or remove any information from them.

Q. Outside Employment

This policy is not intended to prohibit an employee from working an appropriate second job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

1) Activities and conduct away from the job must not compete, conflict with or compromise the school interests or adversely affect an employee's job performance and the ability to fulfill all responsibilities to the School. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the School. This prohibition also

extends to the unauthorized use of any school tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

2) Employees are cautioned to consider carefully the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued, and, if necessary, normal disciplinary procedures will be followed to deal with the specific problem.
3) In evaluating outside work, the following guidelines will be considered to determine whether the proposed employment is allowed. Employees may not engage in outside employment that:
    a) involves working for a competing or similar model School;
    b) occurs during work hours without the use of appropriate leave;
    c) actually or potentially results in a conflict of interest with or interfere with the employee's responsibilities to the School;
    d) involves working for an organization that does business with the School, such as contractors, community providers, suppliers and customers;
    e) may adversely affect the School's image.
4) Employees who have accepted outside employment may not use paid sick leave to work on the outside job. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

If it is determined that the outside employment constitutes a conflict of interest or disruption of the School's operation, the employee will be asked to limit or restrict the outside employment. Disciplinary action up to and including termination of employment may be taken for outside employment that is inconsistent with this policy unless otherwise approved.

R. Whistleblower Policy

It is the policy of the School to encourage its employees and applicants for School employment to disclose improper governmental activities, based in part on California Education Code Section 44110 et. seq. and to address written complaints that allege acts or attempted acts of interference, reprisal, retaliation, threats, coercion or intimidation against employees or applicants who disclose improper governmental activities. School management has the responsibility to seek out and correct any and all abuses resulting from improper governmental activities, and to protect those who come forward to report improper governmental activities.

Concerns that may be raised include, but are not limited to, the following:

a. Reporting suspected violations of local, state, and federal law, including but not limited to federal laws and regulations;
b. Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
c. Identifying potential violations of School policy, specifically the policies contained in the handbook with reference to employee safety or health, unsafe working conditions or work practices in the employee's employment or place of employment.

A whistleblower can also be an employee who refuses to participate in an activity that would result in a violation of a state or federal statute, or a violation of or non-compliance with a local, state or federal rule or regulation.

The School may not:

a. Make, adopt, or enforce any rule, regulation, or policy preventing an employee from being a whistleblower;
b. Retaliate against an employee who is a whistleblower;
c. Retaliate against an employee for refusing to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation; or
d. Retaliate against an employee for having exercised their rights as a whistleblower in any former employment.

S. Complaint Procedure

The School encourages employees to resolve issues or concerns at the lowest level possible to ensure a positive and professional work environment. When issues cannot be successfully resolved or the issue is serious in nature against the supervisor, the employee should bring the matter to the attention of HR for assistance. The complaint procedure approved by the Board of Directors is as follows:

1. The complainant will bring the matter to the attention of the Human Resources manager as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or were not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts, in the School's Internal Complaint Form. The Human Resources manager or designee will then investigate the facts and provide a solution or explanation
3. If the complaint is about the Human Resources manager, CEO, or Director, the complainant may file their Internal Complaint Form with the President of the School's Board of Directors, who may then confer with the Board and may conduct a fact-finding investigation or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee's satisfaction. However, the School values each employee's ability to express concerns, and the need for resolution without fear of adverse consequences to employment.

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.

2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaint or participation in any complaint process.

3. Resolution: The School will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to

ensure effective resolution of any complaint.

T. Uniform Complaint Procedures

The School will provide annual notice to all employees of the Uniform Complaint Procedures that may be used to allege a violation of federal or state laws governing certain educational programs. Copies of the Uniform Complaint Procedures and additional information may be found in the board policy section on the School's website or by contacting HR.

U. Arbitration Agreement

Agreement to Arbitrate Disputes and Claims

The School and employee mutually agree to submit to binding arbitration any and all disputes or claims they could otherwise pursue in court arising from or relating to employee's recruitment to or employment with the School, or the termination of that employment, including claims against any current or former agent or employee of the School, whether the disputes or claims arise in tort, contract, or pursuant to a statute, regulation, or ordinance now in existence or which may in the future be enacted or recognized, including, but not limited to, the following:

- claims for fraud, misrepresentation, promissory estoppel, fraudulent inducement of contract or breach of contract, whether such alleged contract or obligation be oral, written, or express or implied;
- claims for wrongful termination of employment, violation of public policy and constructive discharge, infliction of emotional distress, interference with contract or prospective economic advantage, defamation, unfair business practices, invasion of privacy;
- claims for employment discrimination, retaliation or harassment
- claims for violation of local, state or federal wage and hour laws, such as non- payment or incorrect payment of wages, sick pay, commissions, bonuses, severance, employee fringe benefits, or stock options.

The School and employee understand and agree that the arbitration of the disputes and claims covered by this Agreement shall be the sole and exclusive mechanism for resolving any and all existing and future disputes or claims arising out of employee's recruitment to or employment with the School or the termination thereof, except as set forth below.

Claims Not Covered by this Agreement

The following claims are not subject to arbitration under this Agreement:

1) claims for workers' compensation benefits, state or federal disability benefits or state unemployment benefits;
2) administrative charges or claims filed with a federal, state or local government office or agency, such as the Equal Employment Opportunity Commission ("EEOC") or any comparable state anti-discrimination agency, or the National Labor Relations Board ("NLRB");
3) any claims that, as a matter of law, cannot legally be subject to arbitration;
4) claims under an employee benefit or pension plan that specifies a different arbitration procedure;
5) litigation pending in a state or federal court as of the date Employee signs this Agreement; or

6) claims brought pursuant to the California Labor Code Private Attorneys General Act of 2004.

Waiver of Right to Trial

The School and employee understand and agree that the arbitration of disputes and claims under this Agreement shall be instead of a trial before a judge or jury. The School and employee understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury, regarding any disputes and claims they may have that are subject to arbitration under this Agreement.

No Consolidation of Claims / Waiver of Class Claims

The School and employee agree to individualized arbitration, with claims pertaining to different employees to be heard in separate proceedings. This means that no other person shall be entitled to join or consolidate in arbitration any claim by or against other current or former School employees. As such, except as set forth above, the School and employee agree that both the School and employee hereby waive any right to bring on behalf of other persons, or to otherwise participate in, a class, collective or representative action (i.e. a type of lawsuit in which one or several persons sue on behalf of a larger group of persons).

Arbitration Procedures; Final and Binding Award

The arbitration shall be conducted by a single neutral arbitrator in accordance with the then-current Employment Arbitration and Mediation Procedures of the American Arbitration Association ("AAA"), which can be viewed at http://www.adr.org/employment. The School will provide the employee with a copy of these rules upon request. The arbitration shall take place in the county of the state in which the employee is or was last employed by the School, unless the School and the employee mutually agree on a different location. All parties shall be entitled to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. Any disputes between the parties regarding the nature or scope of discovery shall be decided by the arbitrator. The arbitrator shall hear and issue a written ruling upon any motions brought by either party, including but not limited to, motions for summary judgment or summary adjudication of issues.

After the hearing, the arbitrator shall issue a written decision setting forth the award, if any, and explaining the basis therefore. The arbitrator shall have the power to award any type of relief that would be available in court. The arbitrator's award shall be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In the event of any conflict in the arbitration procedures set forth in this Agreement and the AAA rules specified above, the AAA rules shall control.

Notwithstanding the foregoing, and regardless of what is provided by AAA's rules, the arbitrator will not have authority or jurisdiction to consolidate claims of different employees into one proceeding, nor shall the arbitrator have authority or jurisdiction to hear the arbitration as a class, collective or representative action.

Governing Law

The School and employee understand and agree that any disputes and claims to be arbitrated under this Agreement shall be governed by the laws of the state in which the employee was employed at the time the arbitrable disputes or claims arose. This Agreement is governed by the Federal Arbitration Act. The School and employee intend that this Agreement be limited to those claims that may legally be subject to

a pre-dispute arbitration agreement under applicable law. A court construing this Agreement may therefore modify or interpret it to render it enforceable.

Costs of Arbitration

The School and employee agree that the School will bear the arbitrator's fee and any other type of expenses or cost that the employee would not be required to bear if they were free to bring the disputes or claims in court. Otherwise, the School and employee shall each bear their own attorneys' fees and costs incurred in connection with the arbitration. The arbitrator shall have the authority to award attorneys' fees and costs as required or permitted by applicable law. If there is a dispute as to whether the School or employee is the prevailing party in the arbitration, the arbitrator will decide the issue.

Severability

The School and employee understand and agree that if any term or portion of this Agreement shall, for any reason, be held to be invalid or unenforceable or to be contrary to public policy or any law, then the remainder of this Agreement shall not be affected by such invalidity or unenforceability but shall remain in full force and effect, as if the invalid or unenforceable term or portion thereof had not existed within this Agreement.

Complete Agreement

The School and employee understand and agree that this Agreement contains the complete agreement between the School and employee regarding the subjects covered in it; that it supersedes any and all contrary prior representations and agreements between the School and employee on these subjects, if any; and that it may be modified only in writing, expressly referencing this Agreement and employee by full name, and signed by an authorized representative of the School and the employee.

Knowing and Voluntary Agreement

The employee has been advised to consult with an attorney of their own choosing before signing this Agreement. The employee agrees to read this Agreement carefully and understands that by signing it, they are waiving all rights to a trial or hearing before a judge or jury with respect to any and all disputes and claims regarding employee's employment with the School or the recruitment to or termination thereof that are subject to arbitration under this Agreement.

Section V: Operational Considerations

A. Employer Property

Anything purchased with school funds such as computers and educational materials are considered School property and must be maintained according to School rules and regulations. School property is to be used only for work-related purposes. The School reserves the right to search and inspect all School property and any property used by employees in work related duties to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Employees may make or accept personal telephone calls, text messages, or emails within reason during working hours to perform important personal business. It is also acceptable to use a computer to perform the same minimal personal tasks. Employees may not use the School's phone to make personal calls that would incur long distance fees.

The School may periodically need to assign and/or change passwords and personal codes for voicemail, email and computer. Except as provided herein, these communication technologies and related storage media and databases are to be used only for School business and they remain the property of the School. The School reserves the right to override any such password system at any time at its sole discretion, with or without cause.

Prior authorization must be obtained from the CEO or designee before any School property may be removed from the School offices, except in the course of normal movement of educational materials/computers by the employee. In this case, regular check-out/tracking procedures must be followed.

Terminated employees who work at a school office should remove any personal items at the time they leave the School office. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Employees must safeguard and not damage/destroy School property, including computer hardware or software, e-mails, internal files, notes and correspondence, student records, papers, recordings, pictures, screenshots, and any other items of any nature that belong to or concern the School. Upon separation of employment, employees must return all of the School's property and proprietary information as soon as possible, no later than 72 hours from the final date of employment, and not share, destroy, or retain any copies of such property and information.

Any employee who is found to have neglected or misused the School's property will be subject to disciplinary action up to and including termination. If an employee's misuse of the School's property damages the property, the School reserves the right to require the employee to pay all or part of the cost to repair or replace the property. Misappropriation of the School's property is grounds for immediate termination and possible criminal action.

B. Use of Electronic Media

The School uses various forms of electronic communication including, but not limited to computers, email, telephones and web sites. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for any personal use, except as allowed above.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against School policy or not in the best interest of the School.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, discrimination, harassment, or related actions will be subject to discipline up to dismissal. The School reserves the right to require authorization prior to installation of software on a School computer and/or mobile devices.

All electronic information created by any employee using any means of electronic communication is the property of the School and remains the property of the School. With School approval, employees may use personal passwords for purposes of security, but any employee's use of a personal password does not affect the School's ownership of the electronic information. The School may at any time override all personal passwords for any reason.

The School reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by school administration.

Access to the Internet, websites, and other types of School-paid computer access are to be used for School related business. Any information about the School, its products or services, or other types of information that will appear in the electronic media about the School must be approved by the CEO or designee before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the CEO or designee.

C. Social Media

Social media can serve as a powerful tool to enhance communication. This technology can provide many benefits for communication. This section addresses employees' use of publicly available social media networks including: personal Websites, Web logs (blogs), WIK.Is, social networks, online forums, virtual worlds, and any other social media. The School takes no position on employees' decision to participate in the use of social media networks for personal use on personal time. However, use of social media for personal use during School time or on School equipment is prohibited. In addition, employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

General Statement

The line between professional and personal relationships is blurred within a social media context. When employees choose to join or engage with students, families or fellow employees in a social media context that exists outside those approved by the School, they are advised to maintain their professionalism as School employees and have responsibility for addressing inappropriate behavior or activity on these networks, including requirements for mandated reporting. Employees must avoid posting any information or engaging in communications that violate state or federal laws or School policies.

Employees are expected to serve as positive ambassadors and to remember they are role models to students in the community. Because readers of social media networks may view the employee as a representative of the School, the School requires employees to observe the following rules when referring to the School, students, programs, activities, employees, volunteers and communities on any social media networks.

Employees must be respectful and professional in all communications (by word, image or other means). Employees shall not use obscene, profane or vulgar language on any social media network or engage in communications or conduct that is harassing, threatening, bullying, libelous, or that discusses or encourages any illegal activity or the inappropriate use of alcohol, use of illegal drugs, sexual behavior, sexual harassment, or bullying. Be sensitive about linking to content. Redirecting to another site may imply an endorsement of its content.

Employees must make clear that any views expressed are the employee's views alone and do not necessarily reflect the views of the School. Employees may not act as a spokesperson for the School or

post comments as a representative of the School, except as authorized by the CEO or designee. When authorized as a spokesperson for the School, employees must disclose their employment relationship with the School.

Protect confidential information. Employees may not disclose information on any social media network that is confidential or proprietary to the School, its students, or employees or that is protected by data privacy laws. Employees should be thoughtful about what they publish and must make sure they do not disclose or use confidential information. Students, parents, and colleagues should not be cited or obviously referenced without their approval. For example, ask permission before posting a student (s)/co-worker'(s) picture on a social network (student photos require parental consent) or publishing a conversation that was meant to be private.

It is acceptable to discuss general details about student projects, lessons, or school events and to use non-identifying pseudonyms for an individual (e.g., teacher, students, parents) so long as the information provided does not make it easy for someone to identify the individual or violate any privacy laws. Public social networking sites are not the place to conduct School business with students or parents; please conduct these interactions using the School's network.

Employees may not post any private images of the School premises and property, such as workrooms, offices, including floor plans. Nothing in this policy is meant to prevent employees from posting information that is allowable by the National Labor Relations Act.

Be transparent. Honesty or dishonesty will be widely available on social media. If the employee is posting about their role at the School, the employee must use their real name and identify their employment relationship. The employee must be clear about their role; if they have a vested interest in something being discussed, to be the first to point it out.

Perception can be reality. In online networks, the lines between public and private, personal and professional are blurred. Employee's identification as a School employee, may create perceptions about expertise and about the School by community members, parents, students, and the general public. When posting online be sure that all content is consistent with employee work values and with the School's beliefs, core values and professional standards.

Work/Personal Distinction. Staff members are encouraged to maintain a clear distinction between their personal social media use and any School-related social media sites. The employee may consider setting up separate social media accounts for personal and professional use.

Personal Social Networking & Media Accounts. Before employees create or join an online social network, they should ask themselves whether they would be comfortable if a 'friend' decided to send the information to their students, the students' parents, or their supervisor. School employees must be mindful that any Internet information is ultimately accessible to the world.

Social Interaction with Students. Employees should not have online interactions with students on social networking sites outside of those forums dedicated to academic use. School employees' personal social networking profiles and blogs should not be linked to students' online profiles.

Contacting Students Off-Hours. Employees should only contact students for educational purposes and must never disclose confidential information possessed by the employee by virtue of their employment.

Contacting students after hours must be kept to a minimum and be strictly for the purpose of academic support or to relay general information to all students.

Be a positive role model. Educational employees have a responsibility to maintain appropriate employee-student relationships, whether on or off duty. Both case law and public expectations hold educational employees to a higher standard of conduct than the general public.

School Logo. The use of the School logo(s) on a social media site or elsewhere must be approved by the CEO or designee.

The School expects all who participate in social media to understand and follow these guidelines.

D. Public Relations

Serving students and families requires a variety of professional skills. School employees are expected to demonstrate the following communication skills and abilities:

1. Ability to transmit passion for learning to students and families.
2. Flexibility and adaptability.
3. Well developed, clear communication and interpersonal skills that maintain a respectful, professional and courteous manner.
4. Conflict resolution skills.
5. Openness to differing views and objectives.
6. Ability to deliver information concerning curriculum, teaching, assessment, and learning to families.
7. Serve the student and parent's needs to the best of their ability without allowing their own convenience to interfere.

The success of the School depends upon the quality of the relationships between the School, its employees, students, parents and the general public. The public impression of the School and its interest will be formed, in part, by the employees; employees are ambassadors. The more goodwill an employee promotes, the more employees, students, parents and the general public will respect and appreciate the employee, the School, and the Schools' services.

Below are several things employees can do to help leave people with a good impression of the School. These are the building blocks for continued success.

1. Communicate regularly.
2. Act competently and deal with others in a courteous and respectful manner.
3. Communicate pleasantly and respectfully with other employees at all times.
4. Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
5. Respond to email and voicemail within 24 hours during the workweek.
6. Take great pride in their work and enjoy doing their very best.
7. Be proactive and work to anticipate the needs of those being supported.

When an employee encounters an uncomfortable situation that the employee does not feel capable of

handling, their supervisor should be contacted immediately. If a problem develops or if a parent remains dissatisfied, the employee should contact their supervisor for assistance.

Employees should not speak to the media on the School's behalf without contacting the School's CEO or designee. All media inquiries should be directed to the CEO or designee.

E. Solicitation & Distribution

In order to ensure smooth operations, the School has established the following guidelines to be respected while at work. As long as it is done during non-working hours for all employees involved (such as meal periods or rest breaks), employees are permitted to engage in solicitation (i.e., asking for contributions, selling merchandise) anywhere on School premises, as long as it is done in a non-disruptive and inoffensive manner. Employees may only engage in distribution (i.e., handing out pamphlets, literature, petitions) during non-working hours for all employees involved and in non-working areas (such as the lunch room). Solicitation or distribution is not allowed in areas open to the public. Employees are prohibited from posting notices on the School bulletin board or in any other office location and from removing any items without management approval. The School may, at its discretion, authorize certain fund-raisers and collections for employee gifts. Employees who want to organize such an event, must obtain prior approval from the supervisor. Solicitation and distribution by non-employees is prohibited at all times on School property.

F. Inclement Weather/Emergency Closings

At times, emergencies such as severe weather, fires, or power failures can disrupt School operations. The decision to close the office will be made by the CEO or designee. When the decision is made to close the office, employees will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be unpaid for all nonexempt employees. However, employees eligible for vacation may elect to utilize their available vacation hours in order to remain in paid status.

Employees are encouraged to listen to local news and radio reports. In general, the School will follow the decisions of the local community. Days that the School is closed due to inclement weather or other emergency may create a need to extend the work year
or shorten holiday breaks.

Section VI: Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the School maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity. See the School's Safety Plan for more information.

A. Student Safety

The effective employee is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is important to be aware of the possible consequences of negligence. The employee is responsible to act in a reasonable and prudent manner at all times. Specifically, the employee must do the following:

1. Never leave students unsupervised and ensure that another responsible adult is present when leaving students.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe conditions to the supervisor so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the School.

Failure by employees to meet their responsibilities may have severe consequences (e.g., revocation of their license, criminal charges, etc.). Additionally, teachers may be held legally liable for negligence in the performance of their duties.

B. Employee Safety

The School is committed to providing the resources necessary to develop, implement, and administer a safety program for the protection of its employees. All administrative personnel and employees are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of the safety program will be conducted by administration to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to the supervisor, CEO, or HR. When reporting the injury, the employee should advise staff if emergency services should be involved, or if the injury requires medical attention. HR will help determine the best course of action. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. The Employee's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred. The employer will immediately notify OSHA in the event the employee sustains a serious illness, injury, or exposure that results in hospitalization as per CalOSHA guidelines.

C. Transporting Students

Employees are not permitted to transport students. In the event a student needs transportation for a school-related purpose, the School will arrange for transportation in coordination with the parent or guardian.

D. Employee Driving Policy

MYA must ensure that risks to the School are minimized and ensure that only safe drivers are allowed to drive on School business. The Board requires that all employees who regularly drive as part of their job duties ("Driving Employees") meet minimum standards of safety and insurance, which must be verified by the School. Driving employees must obey all traffic laws and drive safely while on School business.

Positions requiring driving shall state such in the job description and staff will be required to maintain a valid driver's license and vehicle insurance in order to meet the minimum qualifications of the position and perform the essential duties of the role. This policy covers all school employees and violation of the School's policy is grounds for discipline up to and including termination.

Driver's License and Insurance Coverage

1. In order to operate a personal vehicle when used to perform MYA business, Driving Employees must have a valid driver's license and automobile insurance meeting the minimum standards established in this policy at all times. Evidence of the Driving Employee's driver's license and automobile insurance certificate will be kept on file. The Driving Employee is responsible for providing an updated driver's license and automobile insurance certificate whenever it expires or upon request. The Director or designee must be notified immediately if the Driving Employee no longer has a valid driver's license or insurance certificate.
2. Any Driving Employee whose driver's license or insurance certificate lapses or is canceled or revoked for any reason, and who cannot otherwise arrange for travel as required by their position, may be terminated or placed on inactive/unpaid status until the issue is remedied.
3. MYA requires that a Driving Employee carry the following insurance amounts and coverage:
    a. Automobile Liability - $100,000 per person; $300,000 per occurrence
    b. Property Damage - $50,000 per occurrence
    c. Medical Payments - $5,000 per person

Notification of Traffic Violations Resulting in Criminal Convictions

MYA receives notifications from the Department of Justice (DOJ) when an employee has been arrested and when there has been a conviction for a crime. Notification of a traffic violation resulting in a misdemeanor or felony charge will be discussed with the employee. Certain driving violations may be grounds for termination from a position that requires regular driving such as:

1. Attempting to evade a police officer
2. Driving with a revoked or suspended license
3. Hit and run
4. Speeding over one hundred (100) miles per hour
5. Reckless driving
6. Driving under the influence of drugs and alcohol

Responsibilities of Human Resources

When recruiting for positions that require the employees to operate a vehicle, the posting notice shall advise applicants that a current driver's license record and verification of automobile insurance will be required prior to a final job offer.

Employee Responsibility

Employees are responsible for maintaining driver's licenses and special certificates required for the performance of job duties. Employees are also responsible for promptly notifying their supervisor of expiration, conviction, or other DMV actions against their driver's license or certificate by no more than five (5) business days from the occurrence.

Use of Electronic Devices While Operating a Vehicle

MYA recognizes staff members may spend a considerable amount of time driving for business purposes.

It is the intention of the School to ensure all staff members are safe while driving a vehicle. Although hands-free options are available, it is the policy of the School to discourage employees from utilizing a cell phone or other electronic devices while operating a vehicle. Distracted driving can be described as any visual, cognitive or manual distraction which takes attention away from the task of safe driving.

Employees are expected to follow all federal and state distracted driving laws. Employees who are charged with traffic violations resulting from the use of an electronic device while driving will be solely responsible for all liabilities that result from such actions.

The School highly encourages employees to use their best judgment and reserve all conversations conducted on an electronic device for when they are not in operation of a vehicle. It is recommended that employees find a safe location and park their vehicle prior to placing or accepting a telephone call. Texting while driving is prohibited. Voice texting while driving is strongly discouraged. Safety must come before all other concerns.

Revocation of Driving Privilege

1. The Human Resources Director or designee will monitor the subsequent arrest notifications from the DOJ. Any Driving Employee who is convicted of a DUI, loses their driver's license or driving privilege, or is deemed to be a "negligent operator" by the DMV, and fails to make suitable arrangements for alternative transportation to maintain meetings as an essential function of their position will immediately be placed on unpaid administrative leave.

2. Seatbelts are an essential element of the School's safety procedures. To emphasize seat belt awareness, one (1) seatbelt violation while on MYA business will equate to a moving violation and may lead to disciplinary action. Repeat seatbelt violations could lead to termination of the at-will employment agreement.

Alternative Transportation

All employees must make suitable arrangements to ensure timely attendance at all appointments that are essential job functions. With the advance approval of the Director or designee, the employee may be reimbursed the actual miles traveled using the Schools' current mileage reimbursement rate, for their travel using public transportation or rideshare service where a personal vehicle is not available or alternative transportation is not feasible. Driving Employees will not be reimbursed additional charges and expenses outside of the actual miles traveled for utilizing a rental car, taxi, or rideshare service in the event that the employee's personal vehicle is unavailable.

Nothing in this policy is intended to replace the employer's responsibility to engage in the interactive process with an employee who has requested accommodation due to an illness, injury, or disability. The HR manager or designee will ensure compliance in all matters pertaining to this policy.

E. Contagious Illnesses in the Workplace

The School realizes that employees with contagious temporary illnesses such as influenza (including COVID-19, H1N1 or Swine Flu), colds, and other viruses, or other communicable diseases may wish to continue with normal life activities, including working. In deciding whether an employee with an apparently short-term contagious illness or communicable disease may continue to work, the School considers several factors. The employee must be able to perform normal job duties, meet regular

performance standards; and, in the School's judgment, pose no potential risk to the health or safety of the employee or others. If the School determines that an employee is unable to perform normal job duties; meet regular performance standards; or represents a potential risk to the health or safety of the employee or others, the School reserves the right to send the employee home and require the use of any available sick or vacation time, and if none is available the time would be unpaid. If an employee disagrees with the School's determination that such a risk exists, the employee must submit a statement from their attending healthcare provider that the employee's continued presence at work poses no significant risk to the employee, other employees, or students before they are allowed to return to work.

The following are general health and hygiene practices recommended by the Centers for Disease Control:

1. Stay home when sick. An employee should not return to work until they have been free of a fever for at least 24 hours.
2. Use proper etiquette: cover the cough or sneeze with a tissue or cough or sneeze into the elbow.
3. Wash hands often, especially after sneezing, coughing, or having contact with others. Alternatively, use a hand gel disinfectant and rub hands until the gel is dry.
4. Avoid touching eyes, nose, or mouth.
5. Ensure that general use office machines, such as shared computers, faxes, and copiers, are wiped down with disinfectant.
6. Healthy lifestyles are encouraged, including good nutrition, exercise, and adequate rest.
7. Supervisors will encourage employees to utilize paid sick and vacation if available to cover absences due to contagious temporary illnesses. Please contact HR regarding any questions about the possible contagious nature of any illness in the workplace.

The School will comply with all applicable statutes and regulations that protect the privacy of persons who have a contagious or communicable disease.

In the case of a pandemic (such as COVID-19, H1N1 or Swine Flu) or illness, the School may implement specific procedures through its emergency communication action plan including utilizing employees in essential operation positions; implementing controls and scheduling in the work environment; encouraging ill employees to stay home; modifying work schedules; implementing telecommuting; minimizing non-essential travel; social distancing (reducing frequency, proximity, and duration of contact between people); utilizing phone, email, and video-conferencing; personal protective equipment (PPE); and education and training on safe work practices, risk factors, and protective behaviors. Employees will be notified if the emergency communication action plan is implemented.

F. Gun Violence Restraining Order

If an employee, parent, or student demonstrates a substantial likelihood of significant danger or harm to self or others, a gun violence restraining order petition may be filed. The petitioner may be an immediate family member, law enforcement officer, employer, co- workers with employer approval who regularly interact with the person, or an employee or teacher of a secondary or post-secondary school. A copy of the restraining order is to be submitted to human resources.

Section VII: Employee Wages and Benefits

A. Wages

Several factors may influence the compensation for a position. Each position is defined by a broadly written job description that indicates the duties to be performed and the necessary knowledge, skills, and abilities for the assignment. These factors are reviewed when determining the appropriate compensation. Some of the items the School considers are the nature and scope of the job duties, what other employers pay their employees for comparable jobs (external equity), what the School pays their employees in comparable positions (internal equity), and individual work as well as performance. Wages are also affected by legislative changes and the State's economy and may be adjusted upward or downward as changes occur.

Initial step placement will be based on related prior experience, with a maximum entry placement of step five. The Director is given authority to offer a higher entry step placement in areas of shortage such as math, science, or special education in order to secure highly qualified candidates for positions. Step advances will be considered for employees who remain in paid status for at least 75% of the work year calendar. Consideration for step advancement will also be based upon the School's budget solvency, successful employee performance, and any other relevant factors.

The employee's performance review will usually be conducted on or about the end of the fiscal year. A positive performance review will not necessarily result in a change in compensation.

B. Stipends

Stipends may include supplies, cell phone/internet, and/or mileage. Stipends may also be issued for performing specific additional job duties. Stipends may be evenly distributed across the employee's pay periods or issued at the time the services are rendered. All stipends will be reviewed annually.

C. Paydays

All salaried exempt employees are paid on the 26th of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, employees will receive pay on the prior day of operation.

Hourly and salaried nonexempt employees are paid on the 10th and 26th of each month. Hours worked from the 16th through the last day of each month will be paid on or before the 10th of each month. Hours worked from the 1st through the 15th of the month will be paid on or before the 26th of each month. For more information on pay periods, please contact HR.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Employees will be paid through manual checks or through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from HR. Due to banking requirements it may take several weeks for activation of the direct deposit.

Every effort is made to avoid errors in calculating and distributing paychecks. Employees should inform HR if they believe an error has been made or pay has not been received. HR will take steps to research the

problem and endeavor to make any necessary corrections as soon as possible or at least by the next regular pay day.

D. Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) for non-credentialed employees, CalSTRS for eligible Teachers/Administration and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. For non-credentialed employees: Social Security (FICA) - The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School. The current tax rate is used in the calculation. Each party is responsible for contributing. Eligible credentialed employees participating in CalSTRS do not contribute to Social Security.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.
5. For credentialed employees contributions will be deducted and remitted to California State Retirement System (CalSTRS). The CalSTRS is a special trust fund established by California law. Per the guidelines of CalSTRS, the school will abide by membership eligibility. A contribution withdrawal begins with the first pay period. This contribution is in lieu of Social Security withholding tax from the paycheck. Additionally, the School contributes into the CalSTRS fund. All employee and employer contributions are determined by CalSTRS. Further information regarding CalSTRS accounts can be found at www.CalSTRS.com.
6. For all employees participating in employee benefits offerings such as health insurance, the employee contribution for benefits (the amount that exceeds the employer's contribution towards benefits) will be deducted from the employee's paycheck. The amount will be discussed and approved prior to the deduction being made. Please reference "Employee Cost Sharing" under the under "Employee Benefits" section of the Handbook for more information.

Every deduction from the paycheck is explained on the paystub, which will be available in the HR/Payroll Information System. If any deduction is unclear, contact HR.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal and State Withholding Tax deduction is determined by the employee's W-4 (Federal) and DE-4 (State) forms. The W-4 and DE-4 forms are to be completed upon hire. The employee may change the number of withholding allowances they wish to claim for Federal Income Tax purposes at any time in the HR information system by updating their W-4 and DE-4 withholdings.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared and provided to each

employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld, and total wages.

While the School strives to process payroll correctly, an error may occur from time to time. If this happens, every effort will be made to correct the problem as quickly as possible and to avoid future errors of a similar nature. Employees will not be subjected to discrimination, harassment, or retaliation for coming forward with a complaint or question about their paycheck.

E. Wage Attachments and Garnishments

When an employee's wages are garnished by court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The School will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

F. Employee Benefits

The School is committed to providing quality and cost effective benefit options (e.g. health, dental, vision, and life insurance) for eligible employees as part of the total employee compensation. Benefit eligibility may be dependent upon employee classification (full-time versus part-time, for example). Benefit eligibility requirements may also be imposed by the School and/or plans themselves. Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or nonexempt status, unless otherwise noted in the employment agreement.

1. Employee Cost Sharing

Voluntary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by the School. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of the workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the School's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, employees may be required to share in the cost in order to continue the insurance plan coverage.

Exempt ***(FTE)***	Non-Exempt ***(Hours per Week)***	***Tiered Benefit Stipends *(for Health, Dental, and/or Vision)***
.75+ FTE	30+ hours	$1,666/month
.50 - .74 FTE	20-29 hours 14-21 Students	$733.33/month
.49 FTE or less	19 hours or less 13 or less student	not eligible

A review of all teachers‘ student counts is conducted in September and February each school year for the purpose of establishing benefit eligibility. This review is called the benefits snapshot. Additionally, HR will review the student counts on the teachers roster as of the 15th of each month in order to provide benefits to anyone who becomes eligible. If a teacher is deemed eligible for benefits based on their student count, they will be provided the opportunity to enroll in benefits with an effective date of the 1st of the following month. Benefits eligibility would then remain in

place until the next snapshot review.

2. Benefit Design and Modification

The School reserves the right to design plan provisions and to add, eliminate, or in other ways modify any School provided benefits described in this handbook or elsewhere in plan documents, where and when it is deemed in the School's best interest to do so. These benefits are subject to change depending on management decisions and resources.

3. Benefit Plan Documents

Employees will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from HR for review. Questions about this information should be directed to HR.

4. Right to Modify

The School reserves the right to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents to the extent allowed by law. Notice of any such changes will be provided, as required by law. Further, the School reserves the exclusive right, power and authority to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans, to the extent allowed by law. This section is subject to change in accordance with changes in the law.

5. Changes in Health Benefits

Employees may make changes to their plans outside of open enrollment if they experience a Qualifying Life Event (QLE). Examples of such events include marriage, divorce, birth, adoption, loss of coverage, etc. An employee has 30 days from the date of the QLE to notify human resources and enroll in or make changes to their health plan. For more complete information regarding any of the benefit programs, please contact HR.

6. COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee, a reduction in an employee's hours, leave of absence, divorce or legal separation, and a dependent child no longer meet eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of the coverage at the group rates plus an administration fee. The School or our carrier provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the health insurance plan. The notice contains important information about the employee's rights and

obligations.

7. Look-back Measurement Method - Seasonal and Variable Hour Employees

For seasonal employees as well as part time employees hired to work less than 20 hours per week the School will use a look-back measurement method to determine benefit eligibility status. This method is used to determine the benefits eligibility status of an employee by looking back over a defined period of time (12 months) to determine if the employee averaged at least 20 hours per week during that period.

- The initial measurement period begins on the first day of the calendar month following the employee's start date.
- An administrative period of 60 days in addition to the initial measurement period will be used to determine if an employee has satisfied the requirement of an average of 20 hours per week to be eligible for coverage.
- A stability period (designated period where coverage must be offered) of 12 months will be offered to all individuals identified as employees working at least 20 hours per week on average during the measurement period.
- After a new variable-hour or seasonal employee has been employed for a standard measurement period, the employee is considered to be an ongoing employee and will have their hours measured from open enrollment or plan year.

G. Retirement Plan Benefits

The School is committed to providing retirement benefits to the employees. Plan details may be obtained through HR.

403(b)/457(b) Deferred Compensation Plan

All employees may open a 403(b) and/or 457(b) account and make voluntary contributions through payroll deductions.

Classified Employees

Classified employees who work at least 20 hours per week are eligible for employer contributions as outlined below:

- **Guaranteed Contribution (457(b) only):** The School provides a guaranteed employer contribution equal to 5% of the employee’s base annual salary. To receive this contribution, the employee must open a 457(b) account. No employee contribution is required to receive the guaranteed 5%.
- **Matching Contribution (403(b) or 457(b)):** The School will provide a dollar-for-dollar matching contribution up to an additional 5% of the employee’s base annual salary, provided the employee contributes at least 5% through payroll deductions. The employee may contribute to a 403(b), 457(b), or both to be eligible for the match. Matching contributions will be made to the same account(s) the employee contributes to.

Eligible employees are immediately vested in all employer contributions. Seasonal employees are not

eligible for employer contributions.

Certificated Employees

Certificated employees are not eligible for additional employer contributions to a 403(b) or 457(b) plan. However, they are eligible to open and contribute voluntarily to either or both plans through payroll deductions.

Certificated employees are enrolled in the **California State Teachers' Retirement System (CalSTRS)**. CalSTRS is a defined benefit pension plan for public school educators in California. Both the employee and employer make mandatory contributions as required by the state. Retirement benefits under CalSTRS are determined based on a formula that includes age at retirement, years of service, and final compensation.

H. Expense Reimbursement Process

1. Supplies

Due to the virtual nature of this business, it may sometimes be most practical for employees to initiate purchases locally and be reimbursed for those expenses. Reasonable, actual business expenses incurred by employees for the purpose of conducting business on behalf of the School shall be reimbursed upon approval. Pre-approval by a supervisor is required in the event the employee wishes to purchase an item.

2. Travel

The School will only reimburse actual and necessary expenditures for staff. Attendees shall be held accountable for good judgment regarding expenditure of tax dollars. All expenditures must have scanned copies of itemized original receipts, regardless of the amount. The School shall not reimburse personal travel expenses including, but not limited to, alcohol, entertainment, laundry, expenses of any family member who is accompanying the employee on school-related business, personal use of an automobile, and personal losses or traffic violation fees incurred while on school business. Factors such as variances in regional costs, travel duration and extenuating circumstances will be considered when approving travel reimbursement. In addition to those items listed below, associated travel fees such as parking fees, taxis/shuttles, and luggage handling are reimbursable expenses.

Employees are pre-approved to expense those costs associated with traveling for school-related purposes including testing and professional development. Scanned copies of original itemized receipts are required for reimbursement.

3. Mileage

The mileage reimbursement rate is based on the rate established by the Internal Revenue Service. All Employees are required to submit reimbursement for mileage through TripLog.

4. Hotel Rooms

Lodging shall be for those days associated with attending the activity, including, if necessary, the night before. Good judgment shall be used to seek the most reasonable accommodations. Hotel rooms are reimbursed for employees traveling over 120 miles one way. A hotel stay for a distance less than 120 miles must have prior approval. Hotel rooms must be under $125 per night before taxes. If an employee

chooses to stay at a hotel that exceeds this, when a hotel within price range and a 15 mile radius is available, the balance above and beyond must be deducted from the total expense on the expense report. If a hotel is not available within this price range, pre-approval of the expenditure is required. Upon checkout from the hotel, the employee must obtain and submit a zero-balance sheet in order to be reimbursed for a hotel charge.

5. Meals

Employees who are required to work or participate in training away from the regular work location may be reimbursed the cost of meal(s). Meals provided in conjunction with conferences, workshops, seminars, meetings that exceed these amounts are excluded from these limitations. No meals will be reimbursed for meals provided at/during the conference/training. The reimbursement rates are: $15 for breakfast, $20 for lunch, $30 for dinner plus service gratuity maximum of 18%. The total amount reimbursed for meals per day will not exceed $65. Alcohol is not reimbursable and must be deducted from any reimbursement requests. If an employee exceeds the allotment for meal expenses, the balance above the daily allocation will be deducted from the total expense on the expense report.

6. Postage

Employees will be reimbursed for any postage related expense requested by the School. Employees must get pre approval from a supervisor for shipping expenses and must discuss the best shipping method with the supervisor.

7. Procedure for Expensing

Employees must have pre-approval prior to making any purchases that will warrant reimbursement. Approval may be obtained by sending an email to the CEO or Director with a short description of what will be purchased.

Expense reimbursements must be submitted in TripLog within thirty (30) days of the charge. Expense reports submitted after this time may not be reimbursed within the current cycle and/or may be delayed and processed in the next cycle.

Section VIII: Leaves, Vacation, and Holidays

A. Healthy Workplaces/Healthy Family Act of 2014

The School, in compliance with the Healthy Workplaces/Healthy Family Act of 2014 (AB 1522), allows all full time and part time employees who work at least 30 days within a year in California to accrue paid sick leave hours. Accrual begins on the first day of employment. The employee must work at least 30 days before taking any available accrued sick leave.

B. Paid Sick Leave

Paid sick leave may be used for an employee's own illness, for preventive care or diagnosis, care or treatment of an existing health condition, or time off to care for an ill or injured family member or dependents, which include children, parents, spouse, registered domestic partner, grandparents, grandchildren, siblings and those related to the employee by blood or affinity equivalent. Sick leave may also be used when an employee needs to manage matters surroundings domestic violence, sexual assault, stalking or when their worksite or their child's school or daycare closed due to public health emergencies. Except In the case of an illness or emergency, sick leave must be requested as soon as practicable in

advance by submitting the request through the payroll system. In the case of an illness or emergency, sick leave must be requested for pay through the payroll system before the end of the current pay period. Employees using extended sick leave (in excess of 5 days) must submit a request at least two weeks before the extended leave. Additionally, Employees must notify their supervisor (via email or phone) when requesting or taking sick leave.

Employees requesting sick leave for extended absences may be required, in limited circumstances, to submit a health care provider's statement or, in cases of individuals with sincerely held religious beliefs in faith healing or comparable religious practices, a statement authorized under EEOC guidelines, stating the reason for absence and dates of illness. Employees absent more than five (5) days may be required to submit a health care provider's statement or note that the employee is fit for return to service.

Employees will be paid their regular compensation when using paid sick days. Sick leave hours will not be advanced ahead of the earned accrual.

Employees may use sick leave in thirty-minute minimum increments, which will be deducted from the employee's accrual balance. Employees are not required to find a replacement for their work while taking protected sick time. Paid sick day balances are available for employee review through the payroll system and on pay stubs. For all hours submitted as sick leave, the time will be uninterrupted and the work day schedule will not need to be adjusted to accommodate the absence.

Any unused sick hours will roll over from year to year. Sick leave hours will not be advanced to an employee ahead of the earned accrual rate. Accrued, but unused sick days are not paid out by the School at the time of separation. However, employees who terminate employment and are rehired within one (1) year of termination (or 6 months for employees working in the city of San Diego) regain their previously unused accrued sick leave.

Any employee who continues to be absent after their sick leave accrual has been exhausted may have a payroll deduction equivalent to the number of hours absent. Salaried employees will only have full day absences deducted from their paycheck once their sick leave accrual is exhausted.

Paid Sick Leave - Full Time Employees

The School provides sick pay for full time employees who regularly work a minimum of 30 hours per week. All full time classified, non-teaching certificated and special education certificated employees accrue one (1) sick day per month in paid status. Nonexempt employees are paid semi-monthly, and will accrue the equivalent of one half day per pay period. All employees who fall under this accrual method are guaranteed to accrue a minimum of 24 hours by the 120th day of employment and subsequent accrual years in accordance with State law.

Certificated Sick Accrual *Full Time Certificated Employees*					
Sick Leave	**Student Count or FTE**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued Monthly**
Tier 2	22 students or .75 to 1.0 FTE	30+ hours	4/4	8	8

Classified Sick Accrual *Full Time Classified Employees*					
Sick Leave	**FTE**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued Monthly**
Tier 2	.75 to 1.0	30+ hours	4/4	8	8

Paid Sick Leave - Part Time, Per Diem, Seasonal, and Temporary Employees

The School provides all part-time, per diem, seasonal and temporary employees who work at least 30 days in California within a year with at least 40 hours (5 days) of paid sick leave in a 12-month period. Employees will be paid at their regular hourly rate when they take paid sick leave.

Employees start accruing hours on the first day of employment and must work for 30 days before they can take sick leave. Employees earn at least 1 hour of paid leave for every 30 hours worked. Employees may accrue more than 40 hours (5 days) of paid sick leave in a year. Sick leave accrual will be capped at 80 hours (10 days), in compliance with both state and city ordinances.

Sick Accrual *Part Time, Per Diem, Seasonal, and Temporary Employees*					
Sick Leave	**Full Time Equivalent (FTE)**	**Hours Worked Per Week**	**Non-Exempt: Per Pay Period**	**Exempt: Per Pay Period**	**Total Sick Hours Accrued**
					Monthly
Tier 1	.50 - .74	20-29	3/3	6	6
CASL	.49 or less	19 or less	2/2		4

C. California State Benefits

California State Disability Insurance (SDI) is funded through employee contributions and is designed to provide eligible workers with partial wage replacement when taking time off work for their non-work-related illness or injury, pregnancy, or childbirth.

California Paid Family Leave (PFL) provides employees residing in the State of California with the ability to access their State Disability Insurance for partial wage replacement benefits to care for a seriously ill child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner, or to bond with a new child by birth, adoption, or foster care placement.

PFL Military Assist benefits are available to eligible employees who request time off work to participate in a qualifying event due to the military deployment of their spouse, registered domestic partner, parent, or child to a foreign country.

Employees must notify HR of their plan to take leave and the reason for taking leave according to the School's policy. HR is available to assist employees with applying for State Disability benefits through the Employment Development Department. Employees may be eligible to receive PFL benefits while on a leave of absence to care for a seriously ill family member or for baby bonding. Employees are not eligible for PFL benefits when on PDL, FMLA, or CFRA leave for their own serious health condition(s).

PFL is not a guaranteed right to a leave of absence, and employees taking PFL or PFL Military Assist are not provided job protection rights or a right to return to the same position following their absence.

D. Pregnancy Disability Leave (PDL)

An employee may take pregnancy disability leave (PDL) if the employee is disabled because of pregnancy, childbirth, or a related medical condition, including prenatal care and severe morning sickness. The length of leave is dependent on a medical certification and the duration may be up to 17 1/3 weeks or the equivalent number of days the employee would normally work within the same period. Intermittent leave or a reduced work schedule may be taken.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The 17 1/3 week pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

- The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to self, the successful completion of pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
- The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "17 1/3 weeks" means the number of days the employee would normally work within that period. For example, a full-time employee who works five eight hour days per week, four months means 88 working and/or paid eight hour days of leave entitlement based on an average of 22 working days per month for four months.

PDL will run concurrently with other applicable leaves, such as FMLA leave. The 12- month look-back period will apply to all leaves granted concurrently.

Pay During Pregnancy Disability Leave

An employee on pregnancy disability leave may use all accrued paid sick leave at the beginning of any otherwise unpaid leave period. The receipt of sick leave pay, or state disability insurance benefits will not extend the length of pregnancy disability leave.

Sick pay will accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. If an employee requests to use their sick leave, all sick leave will be applied starting with the first day of absence until the leave is exhausted.

Health Benefits

The provisions of various employee benefit plans govern continued eligibility during Pregnancy Disability Leave (PDL) and these provisions may change from time to time. When a request for PDL is granted, the School will provide the employee with written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

In accordance with California law, the School will continue group health insurance coverage for up to four months per pregnancy (approximately 17 ⅓ weeks) for employees on Pregnancy Disability Leave, provided they were enrolled in coverage at the start of the leave. The school will continue to pay its regular share of the premiums during this time and the employee will be responsible for their regular share, if applicable.

If the employee is also eligible under the federal Family and Medical Leave Act (FMLA), the first 12 workweeks of PDL will run concurrently with FMLA leave. During this period, group health insurance coverage will be maintained on the same terms as if the employee had continued working. Leave taken under PDL runs concurrently with FMLA under federal law, but not with the California Family Rights Act (CFRA).

If the employee is ineligible under FMLA or CFRA, group health insurance coverage will still be maintained during the PDL period in compliance with California law. In some cases, the School may recover the cost of premiums it paid to maintain coverage if the employee does not return to work following the expiration of protected leave, consistent with regulations.

Medical Certifications

An employee requesting a pregnancy disability leave must provide a medical certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.

Re-certifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required re-certifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

An employee should request pregnancy disability leave by contacting HR. The employee should provide at least thirty (30) days notice or as long of notice as is practicable, if the need for the leave is foreseeable. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.

Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider. If an employee needs intermittent leave or leave on a reduced schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

In most cases, the School will respond to a pregnancy disability leave request within two (2) days of acquiring knowledge that the leave qualifies as pregnancy disability and, in any event, within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, the employee will return to their original job or an equivalent job with equivalent pay, benefits, and other employment terms and conditions as when the leave commenced.

If the employee is not reinstated to the original position, the employee will be reinstated to a comparable

position unless there is no comparable position available or a comparable position is available, but filling that position with the returning employee would substantially undermine the School's ability to operate the business safely and efficiently. A "comparable" position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee's original position in terms of pay, benefits, and working conditions.

Employment During Leave

An employee on pregnancy disability leave may not accept employment with any other employer without the School's written permission. An employee who accepts such employment will be deemed to have resigned from employment with the School.

Lactation Accommodation

The School will provide a lactation break for a reasonable amount of time to accommodate an employee's need to express breast milk. Employees in need of lactation breaks should contact their supervisor and human resources to allow for the School to determine a private space and ensure the reasonable time for breaks is provided. Human Resources and the supervisor will assist the employee in identifying a proper location that is close to the employee's work area, shielded from view, and free from intrusion. Additionally, where applicable, the School will provide access to a sink with running water and a refrigerator for storing breast milk.

The lactation break shall, if possible, run concurrently with any rest break or meal period already provided to the employee. For non-exempt staff, any additional time needed to express milk outside of the normal rest break and meal period is to be off the clock. If the employee needs additional time past the breaks typically provided in a day, the employee should contact their supervisor and human resources. If a space and break is not provided when requested, please contact human resources.

E. Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

The School complies with the federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). The following information provides employees with a general description of their FMLA and CFRA rights.

Calculating 12-Month Period for FMLA and CFRA

For purposes of calculating the 12-month period during which 12 weeks CFRA or qualifying exigency leaves may be taken, the School uses the "rolling" method also known as the look back method. For example, if an employee begins their leave on March 5, the look back period is 12 months from that date.

Under some circumstances, leave under FMLA and CFRA may run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period. Accrued sick leave will be paid to the employee starting with the first day of absence until exhausted and will run concurrently with FMLA and/or CFRA leave.

For leave to care for a covered service member, the 12-month period begins on the first day of the leave, regardless of how the 12-month period is calculated for other leaves. Leave to care for a covered service member is for a maximum of 26 workweeks during a 12-month period.

Leave granted under any of the reasons provided by state and federal law will be counted as FMLA and/or CFRA leave and will be considered as part of the 12-workweek entitlement (26-work week entitlement if leave is to care for a service member) in a 12-month period. The 12-month period is measured forward from the date any employee's first FMLA/CFRA leave begins. Successive 12-month periods commence on the date of an employee's first use of such leave after the preceding 12-month period has ended. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Pregnancy, Childbirth or Related Conditions Under FMLA, CFRA and PDL

Time off due to pregnancy disability, childbirth or related medical condition falls under pregnancy disability leave (PDL) and FMLA leave and is not concurrent with CFRA leave. Employees who may not be eligible for FMLA leave may still be eligible for leave under PDL. Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth, they may apply for leave under CFRA, for purposes of baby bonding.

1. FAMILY MEDICAL LEAVE ACT

Employee Eligibility Criteria
FMLA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

a. The employee must have been employed by the School for at least twelve (12) months,
b. The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
c. The employee is employed at a location where the School has at least fifty (50) employees within a seventy-five (75) mile radius, except for purposes of baby-bonding where the threshold is twenty (20) employees.

FMLA leave may be taken for one or more of the following reasons:

a. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. When both parents are employed by the School, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the School will not grant more than a total of 12 workweeks of FMLA leave for this reason.
b. Due to the employee's own serious health condition causing the employee to be unable to perform one or more of the essential functions of their job. This excludes a disability caused by pregnancy, childbirth, or related medical conditions, as they are covered by the School's pregnancy disability policy.
c. To care for the employee's family member including a spouse, registered domestic partner, child, or parent who has a serious health condition or military service- related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of FMLA leave in a single twelve (12) month period.

Intermittent Leave under FMLA
Full-time employees may take leave of up to 12 work weeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Under FMLA, the employee must have the School's agreement to take intermittent leave.

2. CALIFORNIA FAMILY RIGHTS ACT

The Fair Employment and Housing Act (FEHA), enforced by the Department of Fair Employment and Housing (DFEH), contains family care and medical leave provisions for California employees. CFRA applies to all employees of the state of California and any other political or civil subdivision of the state and cities, regardless of the number of employees.

Employee Eligibility Criteria

CFRA leave provides up to 12 workweeks of unpaid, job protected leave within a 12-month period, under the following conditions:

a. The employee has more than 12 months of service.
b. The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
c. The employee is employed at a worksite where there are 5 or more employees within a 75-mile radius.

CFRA leave may be taken for one or more of the following reasons:

a. The birth of the employee's child, or placement of a child with the employee for adoption or foster care. If the School employs both parents of a child, it will grant up to 12 weeks of leave to each employee.
b. To care for the employee's parent, parent-in-law, spouse, registered domestic partner, child, grandparent, grandchild, sibling, or designated person who has a serious health condition.
c. For a serious health condition that renders the employee unable to perform their job.
d. To care for the employee's family member including a spouse, registered domestic partner, child, parent, or designated person who has a military service-related injury. When an employee is providing care for an injured spouse, child, parent, or next of kin who is a covered Armed Forces service member, the employee may take a maximum of twenty-six (26) weeks of CFRA leave in a single twelve (12) month period.

Intermittent Leave under CFRA

Full-time employees may take leave of up to 12 work weeks in a rolling 12-month period. Part-time employees may take leave on a proportional basis. The leave does not need to be taken in one continuous period of time. Employees do not need the School's agreement to take intermittent bonding leave. In the case of intermittent leave, the employee may be required to use such leave in two-week minimum increments, with an exception for shorter increments on at least two occasions.

3. Process For Requesting FMLA/CFRA LEAVE

Leave Procedures

The following procedures shall apply when an employee requests leave: The employee must contact HR as soon as the need for the leave is realized. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or an eligible family member per FMLA or CFRA, the employee must notify the School at least 30 days before the leave is to begin. The employee must consult with their supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the School. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the applicable family members.

If the employee cannot provide 30 days' notice, the School must be informed as soon as is practical.

Notice can be written or verbal and should include the timing and the anticipated duration of the leave, but the School does not require disclosure of an underlying diagnosis. The School will respond to a leave request within 5 business days. The School requires written communication from the health-care provider stating the reason for the leave and the probable duration of the condition. However, the health care provider may not disclose the underlying diagnosis without the consent of the patient.

If the FMLA/CFRA leave request is made because of the employee's own serious health condition, the School may require, at its expense, a second opinion from a health care provider that the School chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the School.

If the second opinion differs from the first opinion, the School may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the School and the employee. While waiting for a second or third opinion, the employee is provisionally entitled to FMLA/CFRA leave.

The School requires the employee to provide certification within 15 days of any request for FMLA/CFRA, unless it is not practicable to do so. The School may require recertification from the health care provider if additional leave is required. For example, if an employee needs two weeks of family and medical leave, but following the two weeks needs intermittent leave, a new medical certification will be requested and required. If the employee does not provide medical certification in a timely manner to substantiate the need for leave, the School may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered family and medical leave.

If the leave is needed to care for approved family members per FMLA/CFRA, the employee must provide a certification from the health care provider stating:

1. Date of commencement of the serious health condition;
2. Probable duration of the condition;
3. Estimated amount of time for care by the health care provider; and
4. Confirmation that the serious health condition warrants the participation of the employee.

Certification

If an employee cites their own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

The School will require certification by the employee's health care provider that the employee is fit to return to their job. Failure to provide certification by the health care provider of the employee's fitness to return to work may result in denial of reinstatement for the employee until the certificate is obtained.

4. Pay and Benefits Under FMLA/CFRA

Health and Benefit Plans

The School provides health benefits under a group plan, and will therefore continue to make these benefits available during the leave if the employee is enrolled in the group plan. An employee taking FMLA/CFRA leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled before the first day of the leave (for a maximum of 12 workweeks, or 26 workweeks if the leave is to care for a covered service member) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such leave. The School will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the School may recover from employee premiums paid to maintain health coverage if the employee fails to return to work following family/medical leave. An employee is deemed to have "failed to return from leave" if they do not return following the leave of absence, or work less than thirty (30) days after returning from leave. Employees on pregnancy disability leave will be allowed to continue to participate in group health coverage for up to a maximum of four months (or for the approved time) of pregnancy disability leave (if such insurance was provided before the leave was taken) on the same terms as if the employee had continued to work. The employee will also continue to make premium payments, if applicable, based on the payment schedule outlined in the premium payment letter. They will then be able to remain on benefits for any time taken under approved FMLA/CFRA leave if they are eligible for those leaves. Payment is due when it would be made by payroll deduction.

Substitution of Paid Leave

Generally, FMLA/CFRA leave is unpaid. The School is not required to pay employees during FMLA/CFRA leave and may require an employee to use accrued vacation time or other accumulated paid leave other than sick time. If the FMLA/CFRA leave is for the employee's own serious health condition the use of sick time is required and will run concurrent with FMLA/CFRA leave.

Time Accrual

Sick pay will accrue during any period of unpaid disability leave only until the end of the month in which the unpaid leave began. For example, an employee who delivers their baby on March 5 and goes out on leave on that date, would earn one day of sick leave for the month of March. Accrual for leave would be suspended until the employee returns from leave. All sick leave will be applied starting with the first day of absence until the leave is exhausted.

COBRA Benefits

If an employee requires additional leave after all protected leaves have been exhausted (PDL, FMLA, CFRA), they will be eligible for continued benefits through COBRA.

5. Reinstatement Upon Return From FMLA/CFRA

Under most circumstances, upon return from FMLA/CFRA leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee on FMLA/CFRA leave would have been laid off had they not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In

addition, an employee's use of FMLA/CFRA leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after FMLA leave may be denied to certain salaried "key" employees under the following conditions:

a. An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
b. The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the School's operations;
c. The employee is notified of the School's intent to refuse reinstatement at the time the School determines the refusal is necessary; and
d. If leave has already begun, the School gives the employee a reasonable opportunity to return to work following the notice described previously.

Under CFRA, the School will reinstate "key" employees. Employees should contact HR for additional information about eligibility for FMLA, CFRA or PFL.

F. Bereavement Leave

The School grants leave of absence to benefited employees (employees with at least 50% employment) in the event of the death of the employee's current spouse, child, parent, parents-in-law, legal guardian, brother, sister, grandparent, grandchild, or mother, father, sister, brother, son-in-law, or daughter-in-law, stepparents, foster parents, foster children, and domestic Partners. An employee with a death in the family may take up to five (5) consecutive scheduled work days off with pay with the approval of the supervisor. An employee may be granted up to ten (10) days of bereavement leave for the death of the employee's spouse/domestic partner or child. Additionally, an employee who experiences a reproductive loss through a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction may take up to five (5) consecutive days off with regular pay. This leave may be taken by any employee who would have been the parent. The leave must be completed within three months of the loss and days can be taken intermittently. This leave does not run concurrently with CFRA or PDL. For employees who experience multiple losses, this leave is capped at no more than 20 days in a 12-month-period.

Bereavement leave may be taken intermittently with prior approval of the supervisor in no less than four-hour increments. If an employee requires more than the allocated time off for bereavement leave, the employee may use accumulated sick days. The CEO or designee may approve additional unpaid time off.

G. Military Leave

Regular full-time employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Reemployment Rights Act and applicable state regulations. The policy covers those employees who enter active military duty voluntarily and extends to Reservists and National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All employees, except those hired on a temporary or seasonal basis, are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed service organization calling the employee to active duty or military encampment.

Request Procedure

The employee must provide written notice of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. A copy of the military orders must also be provided. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay.

Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, length of service, pay increases, as may be from time to time provided by applicable statutes of the United States and the state of California. The employee may maintain health care insurance benefits for up to 24 months while on leave by paying the insurance premiums through COBRA for any leave extending beyond 30 days.

Reinstatement

Upon return from a Uniformed Service Leave, the employee must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

a. Between one (1) to thirty (30) days: The service member is expected to report to work on the first regularly scheduled work period on the first full day after release from service and will be reinstated to the same position held at the time the service leave began.
b. Between 31-180 days: The service member must submit an application for re-employment within 14 days of release from service.
c. For 181 days or longer: An application for reemployment must be submitted within 90 days of release from service.

Failure to file an application within the required time period may forfeit the right to reemployment.

H. Organ and Bone Marrow Donation Leave

The Organ and Bone Marrow Donation Leave grants up to 30 days leave of absence with pay to employees who have exhausted all available sick leave within a one-year period for the purpose of donating an organ and a five (5) day leave of absence with pay to employees who are bone marrow donors. If needed, employees may take an additional unpaid leave of absence, up to 30 days per year, for donating an organ.

This leave may require use of two weeks accrued paid time off for organ donation, and five (5) days for

bone marrow donation.

A medical note will be required to be submitted. Medical benefits will be maintained while the staff member is on leave and the staff member is guaranteed reinstatement to work. There will be no discrimination or retaliation for any leave taken.

I. Jury Duty and Witness Leave

The School encourages employees to serve on jury duty when called. Postponement to non-instructional or off-peak department times is encouraged in order to minimize the impact to the School.

Seasonal and part-time employees will be provided unpaid time off to participate in jury duty. Nonexempt employees will receive full pay while serving up to 5 days of jury leave. Exempt employees called for jury duty will receive full salary for the time spent; however, exempt employees are expected to arrange their work schedule to minimize the impact on the School and must consult with their supervisor for guidance.

The employee should notify HR and their supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Any employee summoned for jury duty must provide HR with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the employee's service. Employees are expected to return to work if they are excused for jury duty during their regular working hours.

Fees Paid by the Court - All jury fees (excluding mileage) received by the employee while on school paid status shall be remitted to HR. Jury fees received while on school unpaid status are retained by the employee.

J. Volunteer Firefighters, Reserve Police Officer or Emergency Rescue Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter. If the employee is an official volunteer firefighter, a reserve police officer, or an emergency rescue personnel they must alert HR that it may be necessary to take time off due to emergency duty.

K. Victims of Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave regardless of whether any person is arrested, prosecuted, or convicted of committing a crime. This leave provides time off for employees who are victims of domestic violence, sexual assault, and stalking, as well as leave for employees who are the victims or related to victims of certain serious or violent felonies. Employees may use available and accrued sick leave. The employee may also take paid vacation. The employee may request leave if they are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure the health, safety or welfare, or that of their child.

The employee should provide notice and certification if they need to take leave under this policy. Certification may be sufficiently provided by any of the following:

a. A police report indicating that the employee was a victim of domestic violence.

b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
c. Documentation from a medical professional, domestic violence advocate, health- care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The School will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

L. Suspension of an Employee's Enrolled Child

If an employee who is the parent or guardian of a child facing suspension from school and is summoned to the school to discuss the matter, the employee should alert the CEO or designee as soon as possible before leaving work. In keeping with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

M. Recreational Activities and Programs

The School or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

N. Workers' Compensation

The School, in accordance with state law, provides insurance coverage for employees in case of a work-related injury. The workers' compensation benefits provided to injured employees include:

- Medical care;
- Cash benefits, tax free, to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure that the employee receives any workers' compensation benefits to which they may be entitled, they will need to:

- Immediately report any work-related injury or illness to HR. If the employee believes the injury or illness is caused by their job and develops gradually, the report should be filed as soon as possible. Reporting promptly helps avoid problems and delays in receiving benefits, including medical care. If the employee does not report the injury within 30 days, they risk losing their right to receive workers' compensation benefits;
- Seek medical treatment and follow-up care if required;
- Complete a written claim form and return it to HR as soon as possible.
- Provide the School with a certification from the healthcare provider regarding the need for workers' compensation disability leave, as well as the eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available. Upon return, a teacher is not

guaranteed the same students, but will receive new/transfer students according to the same seniority status they had prior to the leave. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if an employee on workers' compensation leave would have been laid off had they not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the School's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of the job because of a physical or mental disability, the School's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

O. Other Types of Leaves

There are other types of leaves that employees may be eligible for which include:

a. Time off to visit children's schools: This leave provides employees up to 8 hours per month (to a maximum of 40 hours per year) of unpaid time off for the purpose of child-related activities which include: to find, enroll, or re-enroll the child in a school or with a licensed childcare provider; to participate in activities of the school or licensed child care provider; to address a child care provider or school emergency. Employees may use available and accrued sick leave;
b. Literacy accommodation leave: This leave provides reasonable accommodation for employees who experience difficulties with literacy to enroll in an adult literacy program, work with a tutor or otherwise take steps to improve upon their literacy needs. Employees may use available and accrued sick leave;
c. Military spousal leave: This leave provides employees up to 10 days of unpaid, protected leave, to spend time with a spouse or registered domestic partner who is home during a period of military deployment.

P. Professional Development

The School expects all employees to maintain necessary certifications and encourages all employees to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of the School. Employee requests to attend short-term professional development opportunities (two days or less) not sponsored by the School are subject to the approval of the Director or designee.

Employees will be allowed with the approval of their supervisor and the Director or designee to attend extended professional development programs. Extended professional development programs are considered more than two (2) days. An employee will be expected to complete missed work or assignments upon return.

Employees should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. The School requests that employees submit requests to take professional development days at least 10 days for in town events and at least 30 days for out of town events. The granting of request will be solely at the discretion of the Director.

Q. Holidays

The School recognizes the following holidays:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth (June 19)
- Independence Day (July 4th)
- Labor Day
- Veterans Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- New Year's Eve (December 31st)

Each year the winter break will be reviewed and the holidays determined by the beginning of the school year.

Unless otherwise provided in this policy, all employees will receive time off for each observed holiday. To qualify for holiday pay, an employee must be a regular full-time (thirty or more hours per week) classified employee in paid status on the working day immediately preceding or following the holiday. A holiday that falls during a classified employee's vacation time or sick time is paid as a holiday and is not deducted from vacation or sick-leave balances.

R. Vacation (Classified Employees)

The School's vacation policy is intended to provide eligible classified employees with time away from work for relaxation and renewal. In order to be eligible for vacation accrual, an employee must be a full time (thirty or more hours per week) classified exempt or nonexempt employee.

Vacation accrual begins on the first day of employment, and employees are eligible for vacation upon successful completion of 30 days of continuous employment. Eligible employees will accrue one day of vacation per month in paid status (e.g. an 8 hour/day 12 month employee will earn 12 days of vacation or 96 hours). Vacation accruals per pay period are displayed in the payroll system and on the employee's pay stubs.

Vacation Accrual *Classified Staff*					
	Full Time Equivalent (FTE)	**Hours Worked Per Week**	**Non-Exempt: Per Semi Monthly Pay Period**	**Exempt: Per Pay Monthly Period**	**Total Vacation Hours Accrued Per Month**
Full Time	.75+	30+	4 hours/4 hours	8 hours	8 hours
Part Time	.74 or less	29 or less	not eligible	not eligible	not eligible

As a general practice, the supervisor will make an effort to approve a vacation request that is mutually convenient for the employee and the School. A requested vacation will be approved if the absence does not cause a disruption of service or place an undue burden on fellow employees. All vacation requests must be made in advance of the time to be taken. All requests must be entered and approved through the payroll system before taking the time. Additionally, all requests must be approved by your supervisor (via Intranet) before taking the time. Any changes to a vacation request must be pre-approved by the supervisor at least three (3) business days prior to the start of the requested date of vacation, except in an emergency situation. Failure to get pre-approval may result in disciplinary action. The supervisor may determine peak times in which vacations may not be approved.

Employees may be required to use their earned vacation hours during school recess. Vacation can be used in increments of 1 hour and only used from the employee's available accrual. Vacation hours cannot be advanced ahead of the earned accrual. Accrued and unused vacation hours will roll over from year to year but are capped at one and a half times the annual rate of accrual (18 days or 144 hours). Employees will not accrue any additional vacation until their balance has dropped below the annual cap. Terminating employees (voluntary or involuntary discharge, death, end of employment agreement, etc.) will be paid all accrued and unused vacation in their final paycheck.

S. Work Year Calendars

Each year the Board of Directors will approve the instructional and work year calendars for the new school year. Specific work days for certificated staff are determined by the School based on a return date for prep days, professional development, and final date for grade submission. The work days will be designated within the date range listed on the employment agreement.

In coordination with HR, supervisors will prepare a work year calendar displaying the first and last day of the assignment, all recess periods, and designated non-work days. For employees working less than 12 months, non-work days will be determined at the discretion of the employer, indicated on a work calendar provided to the employee, and determined so that work schedules will provide the greatest support to the School or department.

Non-work days are unpaid days based upon the employee's position and employment agreement as stated

on the work year calendar. Unlike accrued leave, non-work days will not carry over from year to year.

T. Work Hours and Scheduling

The school retains the right to establish and modify work schedules and hours of operation to meet the needs of students, educational partners, and the organization. Employees are expected to work the hours assigned to them by their supervisor, which may vary depending on job duties, site needs, and operational requirements.

Work hours may be adjusted temporarily or permanently at the School's discretion. This includes changes to start or end times, break periods, or assigned workdays. While the School strives to provide advance notice of schedule changes whenever possible, circumstances may arise that require immediate adjustments.

Employees will be notified of their work schedule by their supervisor and are expected to adhere to it unless prior written approval for an alternate schedule or time off has been granted. Non-exempt employees must not work outside of their assigned hours without prior approval, in compliance with wage and hour laws.

The School will make reasonable efforts to accommodate employee scheduling needs where feasible and consistent with business needs, and in accordance with applicable laws.

U. Make-up Time

Nonexempt employees may choose to use make up time in order to accommodate employee scheduling needs. Employees may choose to work over 8 hours on one or more days per week, so they make up work less than 8 hours another day for personal reasons. The extra hours worked for make-up time would not be counted as overtime. Employees are not to work more than 11 hours in a single workday (without prior approval), and the make-up time must all be taken and used within the pay work week. If employees request make-up time and have worked over 8 hours in a day earlier in the week, and their need for time off changes, the employer may still require the employee to take the planned time off to avoid unnecessary overtime. Unless otherwise approved, employees are not to work more than 40 hours per week, in which case, they will be eligible for overtime. Requests for make-up time must be submitted to the supervisor in advance.

V. Suggestions

The School is always striving to improve operating procedures and encourages all employees to make suggestions to this end. We welcome suggestions on subjects such as safety; ways to improve customer service; and, how to save labor, money, energy, time, and materials. All suggestions should be submitted in writing to the appropriate supervisor who will in turn discuss them with School management. We appreciate staff suggestions that help make the School more successful.

Confirmation of Receipt of Handbook

I have received the School's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with its policies and procedures, including the Schools policy for preventing discrimination, harassment and retaliation. I have been given the opportunity to ask any questions I might have about the policies in the Handbook.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School. The School reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the Director, no manager, supervisor, or representative of the School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Director has the authority to make any such agreement and then only in writing, signed by the Director.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at the School is employment at-will; employment may be terminated at the will of either the School or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the School and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the School.

Employee's Signature	Employee's Print Name	Date

Coversheet

Policy Development

Section: IX. Consent
Item: D. Policy Development
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: MYA Safety Plan - Redlined - 2025.07.31.pdf
MYA Safety Plan - For Board Approval - 2025.07.31.pdf

BACKGROUND:

1. Approval of MYA Safety Plan (Revision)

The proposed revision to the MYA Safety Plan updates Appendix D to fully align with Element 10 of the school's approved Charter Petition. Appendix D now incorporates the complete language from Element 10, which outlines MYA's comprehensive safety policies and emergency preparedness procedures. These include protocols for disaster response, earthquake and fire drills, lockdown and evacuation procedures, emergency communications, staff training requirements, and coordination with local emergency services. As part of this update, all references to "County Collaborative" were changed to "Motivated Youth" and "CCCS" to "MYA" to ensure accuracy and consistency with the school's current name and operations. This change ensures the Safety Plan reflects the governing charter document in both content and terminology, creating a consistent and authoritative resource for staff, students, and community partners.

RECOMMENDATION:

It is recommended the Board approve **Consent items listed under A through D which are considered routine and can be approved/adopted by a single motion.**

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 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 shooter
- Number of shooters, if more than one
- Physical description of shooter/s
- Number and type of weapons held by the 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 ~~C~~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~~Warehouse~~

The school warehouse is located in a rented facility that has an emergency plan listed in Appendix A.~~ The school has developed safety protocol addressing safety concerns, including but not limited to:¶~~

- ~~Safety Training and Communication¶~~
- ~~Fire Safety¶~~
- ~~Hazardous Materials¶~~
- ~~Emergency Medical Response¶~~
- ~~Evacuation Plan (Appendix A: Warehouse Evacuation Maps)¶~~
- ~~General Safety Precautions¶~~
- ~~Security Measures¶~~
- ~~Warehouse Visitor Check-In and Safety Protocol¶~~
- ~~Warehouse Floor and Power Equipment Safety Procedures¶~~

~~¶~~

~~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:¶~~

~~¶~~

~~Facilities Manager (or Designee*)¶~~

- ~~Access to current staff emergency contact information in UKG¶~~
- ~~Develop site emergency plans and protocol as well as communicate plans to staff¶~~
- ~~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 warehouse is equipped with necessary emergency tools, including rolling~~

~~ladders, first aid kits, and supplies, flashlights, window breakers, etc.~~¶

- ~~Provide staff on-site safety training as needed~~¶
- ~~Serve as the school's emergency management response~~¶
- ~~Ensure the warehouse temperature control remains within a temperature range recommended by the Occupational Safety and Health Act (OSHA) when staff are present. Collaborate with supervisor to ensure Heat Illness Preventative measures are being implemented when the temperature approaches or exceeds OSHA recommended temperature threshold~~¶
- ~~Coordinate a plan with warehouse staff to avoid instances, if feasible, where a staff member is working alone in any space~~¶

¶

~~*Employees serving as key carriers at the warehouse will also serve as the facilities manager's designee in the event of an emergency~~¶

¶

~~All Additional Staff~~¶

- ~~Maintain a current personal emergency contact with the school in UKG~~¶

~~Responsible for following the emergency and safety plans during an incident~~

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.govhttps://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf?. (Appendix C—E: 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.

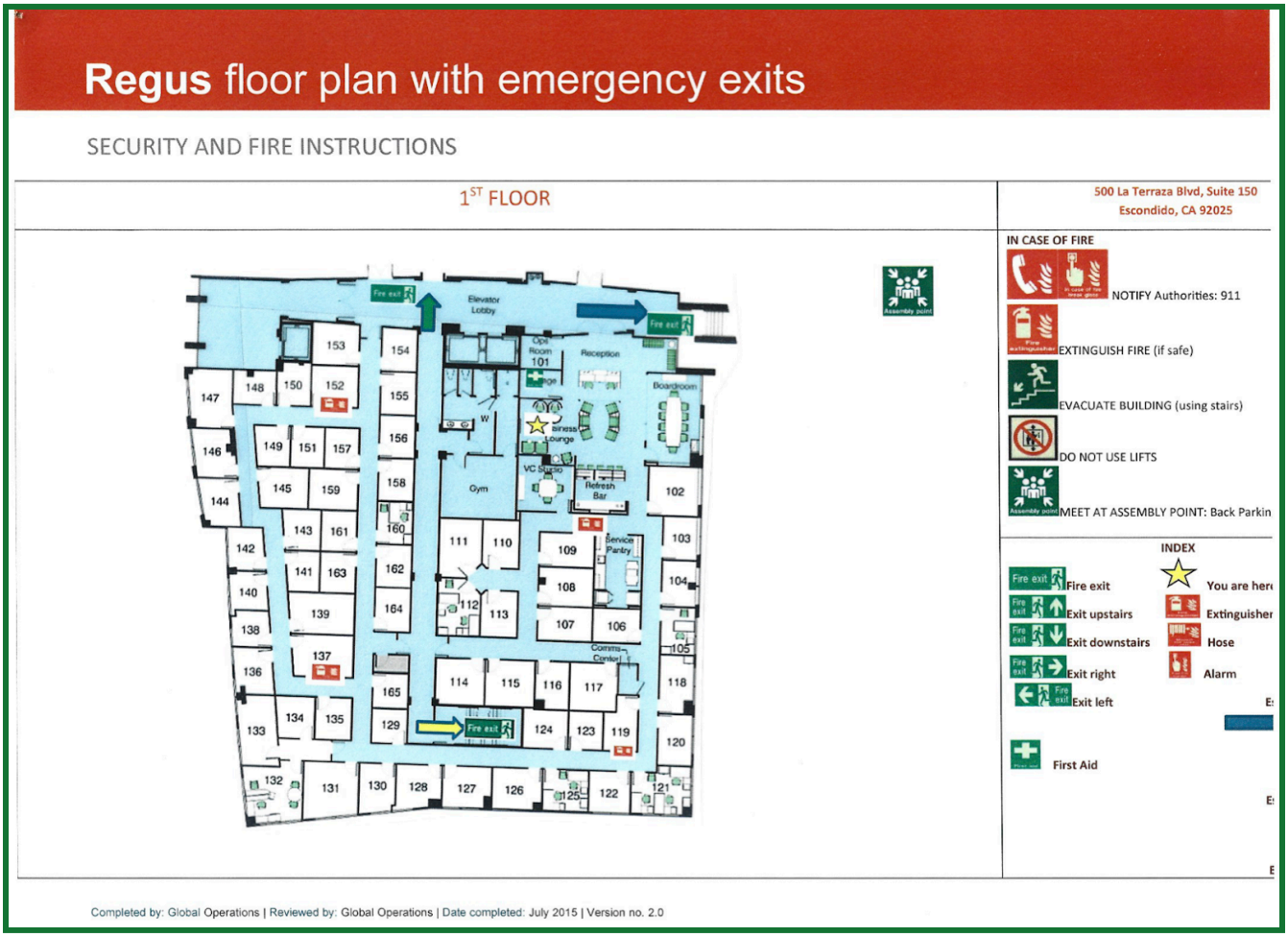
Break In's
The tenant is responsible to contact the police department and make a report. The manager should take photographs if possible, and complete the Incident Report.

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

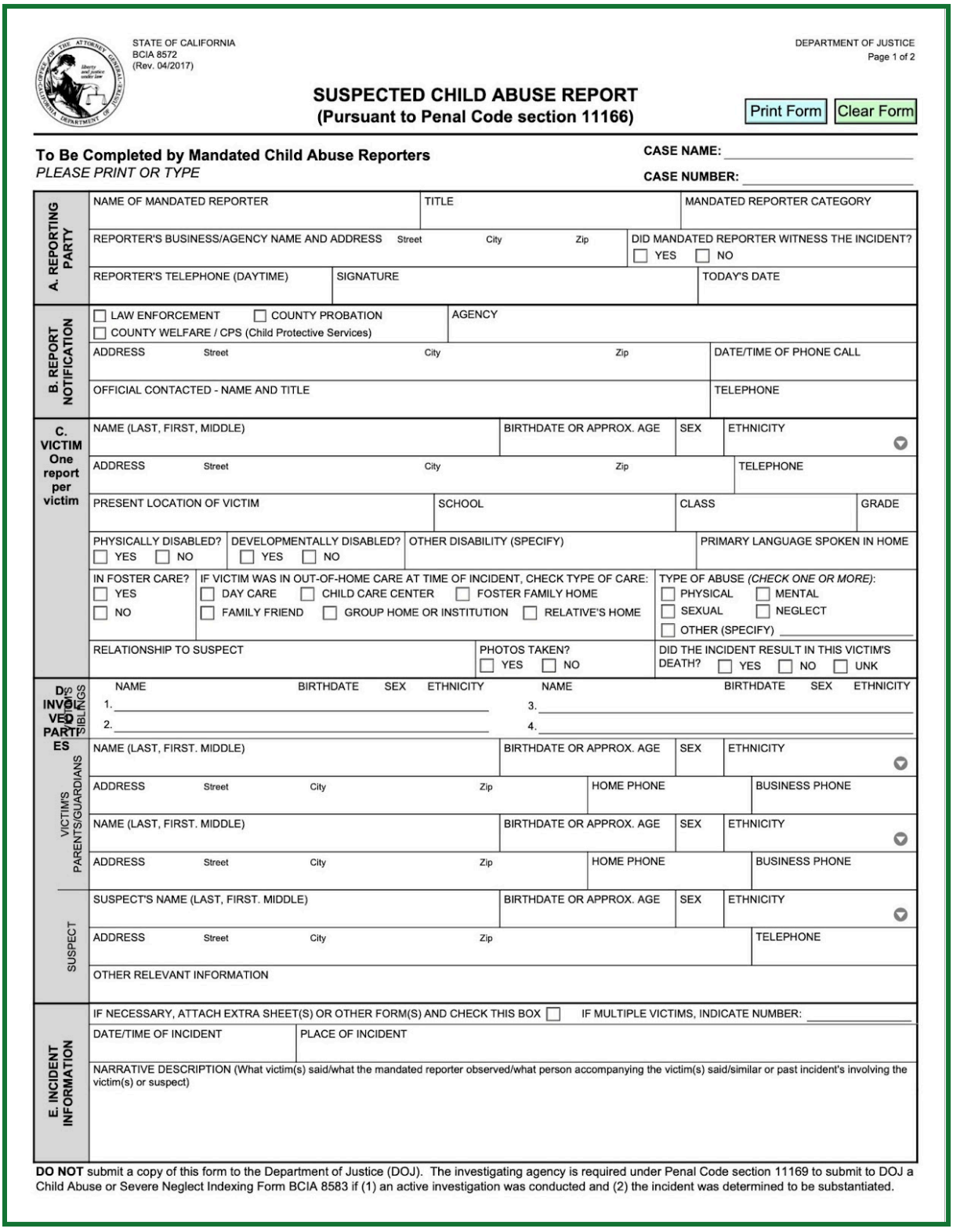


APPENDIX B: Facility Sites Utilized by MY Academy - Contact Information

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 CHILDREN/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, teachers, 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 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 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 teachers, 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 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 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 shooter
- Number of shooters, if more than one
- Physical description of shooter/s
- Number and type of weapons held by the 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

Regus floor plan with emergency exits

SECURITY AND FIRE INSTRUCTIONS

1ST FLOOR

500 La Terraza Blvd, Suite 150
Escondido, CA 92025



IN CASE OF FIRE

NOTIFY Authorities: 911

EXTINGUISH FIRE (if safe)

EVACUATE BUILDING (using stairs)

DO NOT USE LIFTS

MEET AT ASSEMBLY POINT: Back Parkin

INDEX

Fire exit
Exit upstairs
Exit downstairs
Exit right
Exit left
First Aid
You are here
Extinguisher
Hose
Alarm

Completed by: Global Operations | Reviewed by: Global Operations | Date completed: July 2015 | Version no. 2.0

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 CHILDREN/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, teachers, 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 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 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 teachers, 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 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.

Coversheet

Approval of 2025-26 Memorandum of Understanding (MOU) between Human Migration Institute (HMI) and Motivated Youth Academy

Section: X. Education/Student Services
Item: A. Approval of 2025-26 Memorandum of Understanding (MOU) between Human Migration Institute (HMI) and Motivated Youth Academy
Purpose: Vote
Submitted by: Gigi Lenz
Related Material:
2025-26 MOU between Human Migration Institute HMI and Motivated Youth Academy MYA - for bo ard approval - 2025.07.31.pdf

BACKGROUND:

The proposed Memorandum of Understanding (MOU) between Motivated Youth Academy (MYA) and the Human Migration Institute (HMI) 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 HMI referrals with equitable access to free public education culminating in a high school diploma, along with information on and participation in community-based events. HMI 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) between Human Migration Institute (HMI) and Motivated Youth Academy (#1628).

Fiscal Impact: None

MEMORANDUM of UNDERSTANDING

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 Human Migration Institute (HMI). 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.

Since 2015, Human Migration Institute (HMI) has provided comprehensive support services to refugees and Special Immigrant Visa (SIV) holders from Afghanistan, Ukraine, and other regions, primarily in Riverside County, California. HMI offers English as a Second Language (ESL) classes, K-12 tutoring, community engagement activities, case management, career development, donation distribution, and other essential services. Its programs are grounded in best practices, including newcomer-informed design, linguistic and cultural accessibility, and trauma-informed care for vulnerable populations. Guided by the core values of human dignity and worth, HMI is a woman-led organization where approximately 80% of staff and leadership are refugees, asylees/asylum seekers, or immigrants, ensuring culturally responsive and empathetic service delivery.

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 Human Migration Institute.
- ☐ Provide information on community-based events and provide registration opportunities to referrals from the Human Migration Institute.
- ☐ Provide equitable access for eligible Human Migration Institute referrals to free public education culminating in a high school diploma.
- ☐ Support Human Migration Institute 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.

Human Migration Institute will:

- ☐ Provide resources and support to participant referrals from MY Academy.
- ☐ Provide information on community-based events or services.
- ☐ 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
- Human Migration Institute: Selin Nielsen, Founder & President, syn@hmir.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 Human Migration Institute 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.

_____ _____

Bill Dobson, Director — Date

Motivated Youth Academy

_____ _____

Selin Nielsen, Founder & President — Date

Human Migration Institute

Coversheet

Approval of San Diego County District Attorney's office Memorandum of Understanding (MOU)

Section: X. Education/Student Services
Item: B. Approval of San Diego County District Attorney's office Memorandum of Understanding (MOU)
Purpose: Vote
Submitted by: Gigi Lenz
Related Material: SCFJC Partner MOU.pdf

BACKGROUND:

The Memorandum of Understanding between Motivated Youth Academy (MYA) and the San Diego County District Attorney's Office establishes MYA as a participating partner in the South County Family Justice Center (SCFJC) to deliver educational services to eligible students served through One Safe Place. Under this agreement, MYA will host monthly enrollment seminars, provide laptops, Wi-Fi devices, transportation passes, and YMCA memberships, and assign Learning Facilitators on-site based on student enrollment numbers. The partnership leverages MYA's flexible Independent Study model to ensure 24-hour access to education, particularly benefiting students experiencing unsheltered, transitional, or unstable housing. Approval of this MOU will enhance access to education, improve student attendance and course completion rates, and support academic achievement, graduation, and post-secondary transitions for vulnerable youth.

RECOMMENDATION:

It is recommended the Board approve the updated Memorandum of Understanding (MOU) between San Diego County District Attorneys office and Motivated Youth Academy (#1628).

Fiscal Impact: None

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OFFICE OF
THE DISTRICT ATTORNEY
COUNTY OF SAN DIEGO

SUMMER STEPHAN
DISTRICT ATTORNEY

DWAIN D. WOODLEY
ASSISTANT DISTRICT ATTORNEY

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SAN DIEGO COUNTY DISTRICT ATTORNEY'S OFFICE AND
MOTIVATED YOUTH ACADEMY

I. PARTICIPATING AGENCIES

This Memorandum of Understanding (MOU) is entered into on _____ (the Effective Date) by and between the San Diego County District Attorney's Office (SDCDA) with its principal place of business located at the Hall of Justice, 330 West Broadway, Suite 1300, San Diego, CA 92101 and Motivated Youth Academy (MYA)

(MOU Partner) with its principal office located at

500 La Terraza Blvd. Suite #150 Escondido, CA 92025

regarding the use and operations of the South County Family Justice Center (SCFJC), located at 401 Mile of Cars Way, Suite 100, National City, CA 91950 (Premises).

II. BACKGROUND

SDCDA is the largest provider of victim services assisting approximately seventeen thousand (17,000) crime victims annually. However, data indicates there are thousands of crime victims that either report crime but are unable to access victim services, or those who do not report crime but are nonetheless in desperate need of victim services. SDCDA, in collaboration with law enforcement partners and community service providers, has strategically identified the need to regionalize services in San Diego County to equitably address victim needs.

The District Attorney's SCFJC will provide a single location for law enforcement, victim advocates, case managers, therapists, justice practitioners, forensic services personnel, and other needed service providers to convene and serve victims of crime (Clients).

III. MISSION

Our mission is to collectively and collaboratively provide victims, and their family members integrated health, justice, and healing services to address the effects of victimization and improve outcomes for the persons harmed and for the community.

IV. PURPOSE

This MOU delineates the roles, responsibilities and commitments of the Participating Agencies relating to the operations of the South County Family Justice Center.

V. RECITALS

WHEREAS the South County Family Justice Center (SCFJC) is a program of SDCDA. The SCFJC provides a location to convene public agencies and community service providers, including MOU Partners (collectively referred to as Participating Agencies), and other professionals

and volunteers to fulfill a community need for coordinated, streamlined and collaborative services for victims and families; and

WHEREAS SDCDA leases office space for the SCFJC, located at 401 Mile of Cars Way, Suite 100, National City, CA 91950; and

WHEREAS the SCFJC relies on the MOU Partners to offer services for victims and families; and

WHEREAS SDCDA provides use of office space and common areas such as breakrooms, interview rooms, Client care rooms, for MOU Partners to co-locate and collaborate in providing services for victims; and

WHEREAS MOU Partner is a qualified organization with expertise, experience, and personnel to provide services for victims; and

WHEREAS MOU Partner is granted the non-exclusive right to enter onto the Premises for the purposes described in this MOU and based on the terms and conditions of this MOU.

VI. ROLES AND RESPONSIBILITIES OF MOU PARTNER

A. Provide services, staff and/or conduct programs at SCFJC as reasonably necessary and appropriate within the MOU Partner's area of expertise as agreed upon by SCFJC Executive Director and MOU Partner.

B. Promptly communicate any changes in staffing and staff schedules with SCFJC Executive Director and/or Operations Manager.

C. Abide by all policies, procedures and protocols stated in the SCFJC's Operations Manual, including personnel identification badge protocols.

D. Maintain Workers' Compensation insurance in compliance with state laws.

E. Follow all California mandatory reporting laws based on staff role and profession.

F. Assign appropriate Partner liaison to attend regular SCFJC weekly, monthly, quarterly, and annual partner meetings and other SCFJC meetings as requested.

G. Complete trainings as required by SDCDA including, but not limited to, topics such as De-escalation and Crisis related training; Mental Health First Aid, lethality, and risk assessment; best practice response for serving survivors and victims of domestic violence, teen relationship abuse, child abuse, elder and dependent adult abuse, human trafficking and CSEC, gang violence, and other victim/survivor training related to trauma informed practices.

H. Present in meetings, workshops and conferences as requested and agreed upon.

I. Participate in monitoring and evaluation activities set forth by SDCDA.

J. Commit to participate in SDCDA's centralized intake system, HOPE Tech Suite Software, to facilitate collaboration between Participating Agencies and share SCFJC related outcomes.

K. MOU Partner's Executive Director to meet with SCFJC Executive Director as necessary to discuss outcomes and opportunities for increased partnership success.

L. Commit to working with other Participating Agencies co-located at the SCFJC in an active, collaborative process as opposed to working in "silos" throughout the building.

M. Commit to fair treatment, equality of opportunity, and fairness in access to services and resources.

VII. ROLES AND RESPONSIBILITIES OF SDCDA

A. Provide non-exclusive and revocable access to offices, workspace, or common areas at the SCFJC for the purposes described in this MOU and in accordance with the terms and conditions in this MOU.

B. Provide SCFJC's Operations Manual.

C. Provide access to systems and forms identified by SCFJC to be used for the operations.

D. Provide office furniture and common facilities for services or programs for SCFJC Clients or related to the SCFJC's work, including reception area, multipurpose rooms, training room, and staff lunchroom.

E. Provide access to Internet via wireless connection, Partner is responsible for laptop and cell phone equipment.

F. Provide for use of printers, copy machines, and utilities.

G. Provide building Security during SCFJC business hours.

H. Provide referrals.

I. Maintain regular communication of SCFJC activities, including training and grant opportunities.

J. Convene SCFJC events, regular Partner meetings and other relevant trainings.

K. Change Partner assigned office(s) or workspace(s) as necessary.

L. Provide HOPE Tech Suite Software License and access.

VIII. HOURS OF OPERATION

Business hours will be set by the SDCDA. MOU Partner shall notify the SCFJC Front Desk Receptionist in advance of any need to hold a meeting after hours as SDCDA will ensure Clients are escorted out of the building and the building is secured. MOU Partner shall also notify the SCFJC Front Desk Receptionist or the Operations Manager if partner employee is unable to be physically present at the SCFJC when scheduled.

IX. RESTRICTIONS ON USE

A. Partner shall not use the Premises and/or property for activities that are not approved by SDCDA.

B. Partner shall only serve SCFJC Clients at the Premises, unless approved in advance by SDCDA.

C. Partner shall not construct, place, and/or alter any permanent structures, signs, furniture, equipment or fixtures at the Premises without advanced written approval of SDCDA.

D. Partner shall not conduct any unauthorized activities on or about the Premises that constitute waste or nuisance.

E. Partner shall only display those signs and artwork that are approved by SDCDA. Partner shall not damage SCFJC's Real or Personal Property.

F. Partner shall not cause any Hazardous Material to be brought upon, kept, used, stored, generated, or disposed of in, on or about the Premises, or transported to or from the Premises.

G. Partner acknowledges its responsibility to keep and maintain the facility and Premises and every part thereof in good order and clean condition.

H. Partner shall be responsible for arranging conference room and huddle spaces for their own meetings and returning all furniture to its original location. Partner is responsible for cleaning up all reserved spaces after meetings and ensuring that all trash is placed in proper receptacles after meetings.

I. Partner shall be responsible for any and all repairs or maintenance of the Premises required as the result of the negligent, careless, or willful acts of the Partner, its employees, or business visitors. By entry onto the Premises, Partner will be deemed to have acknowledged that the Premises are in good order and suitable for intended use.

X. INTERFERENCE WITH OPERATIONS

SDCDA retains the discretion to identify activities conducted by Partners that are not in accordance with the mission and intention of SCFJC and/or SCFJC Operations and to direct Partner to cease such activities or take such other action, as SDCDA deems necessary.

Partner will be given a reasonable time within which to comply with SDCDA's directive, if appropriate. Any costs incurred by SDCDA in remedying such activity shall be the Partner's sole responsibility.

XI. INSPECTION

SDCDA shall have the right to enter the Premises to determine if its use is in accordance with this Agreement and the mission of SCFJC, including the right to enter and inspect the Premises, excluding confidential Client records, and to change assigned workspace areas as is necessary with no less than five (5) days' notice to the Partner.

XII. SOLICITING

No soliciting (e.g., sales, auctions, or fundraisers etc.) or lobbying activities shall be conducted on the Premises.

XIII. CONFIDENTIALITY

The Participating Agencies agree to comply with all applicable state or federal laws regarding confidentiality, including but not limited to, the identity of Clients served at the SCFJC, their records, or services provided and ensure Client information is not published or disclosed, except as may be authorized by Clients or required in the administration of the services conducted pursuant to this MOU.

Understanding that confidentiality is critical, Participating Agencies shall ensure their staff, agents, and volunteers protect the confidentiality of all Client-related information obtained or overheard while at the SCFJC.

XIV. CLIENT INFORMATION SHARING

With informed written consent from a Client, Participating Agencies shall share information, and documents for the purposes of enhancing safety and providing more effective services. Any such information and documents shall not be disclosed to any third party unless the third-party disclosure is authorized by the Client or required by court order. Participating Agencies will alert SDCDA prior to any information being released to a third party.

XV. DATA SHARING

Participating Agencies agree to work together to implement and utilize the SCFJC data system(s) as identified by SDCDA and related practices to gather and share Client information for the purpose of triage and service coordination, to track Client progress and to ensure Clients' needs and outcomes are being addressed and met. This includes communicating the status of requested services on behalf of individual Clients to SDCDA.

Data will also be analyzed and shared in aggregate for the purposes of administrative, grant/contract, and donor reporting, to track SCFJC and program outcomes, to generate reports, and to perform general program evaluation.

Client information may be shared with Participating Agencies as necessary for collaboration and service provision subject to confidentiality restrictions and Client consent. Client consent for information sharing will be obtained at intake and renewed routinely.

XVI. COLLABORATIVE FUNDING OPPORTUNITIES

Participating Agencies will engage in open communication about potential collaborative funding opportunities. The Participating Agencies will develop a coordinated approach and message when pursuing collaborative funding opportunities.

XVII. RELATIONSHIP CLARIFICATION

The participation of the MOU Partner at the SCFJC does not create an employment, tenancy, fiscal, fiduciary, or agency relationship between SDCDA and MOU Partner, or any of their officers, employees, volunteers, agents, or contractors. This agreement does not convey any possessory interest to MOU Partner.

The parties agree to work together for the common goals and good of SCFJC and for victims. Management direction and supervision of personnel participating in this agreement remain under exclusive management, direction, and control of each respective party's chain of command.

XVIII. CRIMINAL BACKGROUND CHECKS & SUBSEQUENT ARREST NOTIFICATION

Criminal background checks are required for all MOU Partner staff and volunteers who work as part of this Agreement. Partner Agencies shall have a written protocol requiring background checks for all such staff and volunteers and maintain documentation of their completion and results. In addition to the initial criminal background check, Partner Agencies shall obtain subsequent arrest notifications to monitor future arrest of employees, agents and volunteers pursuant to this Agreement. SDCDA shall not be responsible for the costs associated with the criminal background checks or subsequent arrest

notifications. MOU Partner assumes liability for any malfeasance or misconduct of its employees, agents and volunteers as part of this Agreement.

MOU Partner shall either:

1) Provide proof of background clearance prior to employees, agents, and volunteers working as part of this Agreement and co-locating at the Premises; or

2) As requested by SDCDA, submit the necessary documentation for SDCDA to complete the criminal background check(s) of which SDCDA will cover associated costs.

XIX. ASSIGNMENT AND SUBLICENSE

MOU Partner shall not assign or sublicense any rights granted by this MOU or any interest in this MOU without SDCDA's prior written consent. Approval of any such proposed assignment or sublicense may be withheld at the sole and absolute discretion of SDCDA. Any assignment by law shall automatically terminate this MOU.

XX. COMPLIANCE WITH LAW

MOU Partner shall, at its sole cost and expense, at all times in its occupancy, use and maintenance of the Premises comply with all applicable rules, regulations and laws, and all direction by competent authority, which now or hereafter pertain to MOU Partner's occupancy, use, and maintenance of the Premises. In addition, MOU Partner shall comply immediately with all directives issued by SDCDA or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations. The laws of the State of California shall govern and control the terms and conditions of this Agreement.

XXI. DRUG FREE WORKPLACE AND NON-DISCRIMINATION

MOU Partner shall comply with the County of San Diego's Drug-Free Workplace requirements. MOU Partner shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or disability with respect to employment, contracting, admission, or services and privileges offered to Clients of the SCFJC pursuant to this MOU.

XXII. CONFLICT RESOLUTION

If any conflict arises between the Participating Agencies, they will commit to resolving their conflict as follows: (a) they will meet to discuss their conflict; (b) they will involve their supervisors as appropriate; (c) they will review together this MOU and the SCFJC Operations Manual; and (d) identify what is out of alignment and needs adjustment if appropriate. SDCDA retains the right to request removal of any Partner personnel as needed to resolve or mediate any conflicts or noncompliance with the Operations Manual and Mission of SCFJC.

XXIII. TERMINATION

Either party may terminate this Agreement with thirty (30) days written notice to the other party. Upon termination of the Agreement, MOU Partner shall promptly vacate the SCFJC and shall remove all items other than property owned by the SCFJC. MOU Partner shall repair or be liable for the costs of any

damage caused to the SCFJC by MOU Partner's personnel, employees, volunteers, agents, or contractors.

Upon termination of this Agreement, Partner at its sole cost and expense will remove all its furnishings, equipment, and personal property from Premises and, to the extent requested by SDCDA, restore the Premises as nearly as possible to the condition in which it existed immediately prior to the date of commencement of this Agreement.

XXIV. INDEMNIFICATION

SDCDA shall not be liable for, and Participating Agencies shall defend, indemnify, and hold SDCDA harmless from, any and all claims, demands, lability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, malfeasance, misconduct, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to the work covered by this MOU arising either directly or indirectly from any act, error, omission or negligence of the Participating Agency or its contractors, licensees, agents, servants or employees, including, without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive, of SDCDA or its agents or employees. However, Service Provider shall have no obligation to defend or indemnify SDCDA from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of SDCDA or its agents or employees.

XXV. TERM OF AGREEMENT AND MODIFICATION OF THE MOU

The term of this Agreement shall commence when signed and dated by both Participating Agencies, and shall continue until cancelled by either party, given thirty (30) day notice. Any modification of this MOU is effective with the written mutual consent of the involved Participating Agencies.

XXVI. COUNTERPARTS AND ELECTRONIC SIGNATURES

The Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed using electronic or digital signatures in accordance with California law, which signatures shall be deemed an original.

So, AGREED on behalf of the entities/organizations below:

William B. Dobson **Date**	**Summer Stephan** **Date**
Director	District Attorney
Motivated Youth Academy (MYA)	San Diego County District Attorney

MOU Partner - Scope of Services

Scope of Services:

Motivated Youth Academy (MYA) will provide a comprehensive set of services to support students enrolled through One Safe Place. Each month, MYA will host one enrollment seminar and enroll eligible students into the program. Based on enrollment numbers, a Learning Facilitator will be assigned onsite with increasing presence tied to student count: 1 day per week for 1-6 students, 2 days for 7-12 students, 3 days for 13-18 students, 4 days for 19-24 students, and full-time (5 days) for 25-30 students. All enrolled students will receive a laptop and Wi-Fi device, regional transportation passes, and a basic YMCA membership. In addition, MYA will ensure students are informed about the College and Career opportunities and resources to support their personal growth and future planning.

Anticipated Outcomes:

Motivated Youth Academy (MYA) offers students flexible, 24-hour access to education through its traditional Independent Study model, ensuring continued learning opportunities regardless of their living situations. This approach is especially beneficial for students experiencing unsheltered, transitional, or unstable housing conditions. MYA's model supports students in achieving key milestones such as high school graduation and provides guidance as they transition to post-secondary pathways. Additionally, the program is designed to improve school attendance, increase class completion rates, and promote measurable growth in student learning outcomes.

William B. Dobson **Date**	**Summer Stephan** **Date**
Director	District Attorney
Motivated Youth Academy (MYA)	San Diego County District Attorney

Coversheet

Approval of Data Reporting Coordinator New Stipend Position

Section: XI. Personnel Services
Item: A. Approval of Data Reporting Coordinator New Stipend Position
Purpose: Vote
Submitted by: Bill Dobson
Related Material: Data Reporting Coordinator (New) - For Board Approval - 2025.08.pdf

BACKGROUND:

As a result of information shared during the Audit Implications Resulting from the Charter School Taskforce Recommendations workshop hosted by the San Diego County Charter Schools Division, MY Academy has developed the position of Data Reporting Coordinator.

At many larger flexible learning schools, this work is handled by a dedicated department or full-time staff member. Given the current size of MY Academy, a full-time position is not yet feasible. However, by creating this stipend-based role, MYA will be able to follow best practices while laying the groundwork for a potential full-time position as the school continues to grow.

RECOMMENDATION:

It is recommended that the Board approve the **Data Reporting Coordinator New Stipend Position for Motivated Youth Academy (#1628).**

Fiscal Impact: $12,000.00

Data Reporting Coordinator (Stipend)

Job Description

Reports To: Director (or designee)
FLSA Status: Exempt/Non-Exempt
School Classification: Certificated
Pay Schedule: $12,000/Annual
Work Schedule: 220 Days/12 months
Location: Remote with occasional in person meetings

Position Summary

The Data and Educational Reporting Coordinator develops and maintains educational reporting for Motivated Youth Academy, supporting the Director. This role includes overseeing educational reporting and CALPADS, while ensuring compliance with dashboard indicators, state, and local assessments.

ESSENTIAL FUNCTIONS and RESPONSIBILITIES

Overarching Duties and Abilities for All Motivated Youth Academy Coordinators:

Primary Focus	1. Supports school leadership in executing the school's shared vision 2. Conducts research on laws and trends that pertain to the department as needed
Budget	1. Supports the tracking, monitoring, and maintenance of specific budget items as assigned
Staff Performance and Professional Development	1. Conducts observations, tracks performance, and provides constructive feedback to staff as needed 2. Facilitates the schools' corrective action process for all assigned staff as needed 3. Collaborates with the Director (or designee) to set individual professional goals/actions that are in alignment with schoolwide goals. Develops a plan to execute and achieve those goals 4. Collaborates with other MYA staff and vendors to ensure the training needs of all staff are supported; Creates and presents trainings/presentations that align with identified training needs; constructively and concisely responds to staff questions
School and/or	1. Develops innovations that will support the schools' growth and needs

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Department Development	and promote sustainability and longevity within the school; Determines department needs and proactively develops solutions using creative problem solving and a high level of customer service to the larger community, staff and students 2. Supports leadership with maintaining policies, procedures and manuals to ensure alignment with school goals and current laws 3. Supports department with hiring of quality staff and works collaboratively with human resources to follow school policy and procedure
Educational Partner Engagement	Develops a strong presence, collaborative relationship, and engaged connectivity with authorizing district, the Board of Directors, MY Academy staff and educational partners, and the larger community through both in-person and virtual means Attends meetings and conferences as needed

Operations and Accountability

Assessment Duties

1. Attends assessment meetings, compiles information, prepares reports and follows protocols as requested
2. Keeps abreast of educational laws and state policy updates and procedures
3. Supports the implementation of all school assessments and ensures legal compliance
4. Attends assessment related training
5. Provides Learning Facilitator and staff training related to assessments, test administration and implementation of practices in terms of supporting student achievement
6. Analyzes student test scores
7. Ensures Individualized Education Program (IEP) and 504 accommodations and supports are provided to students for all assessments, as needed
8. Collaborates to ensure proper technology is available for successful completion of testing for all students
9. Investigates security breaches as needed, files STAIRS reports as indicated, and provides detailed documentation to Director (or designee)
10. Provides assessment information and training for Educational Rights Holders, students and Learning Facilitators using a variety of media, as needed

Educational Reporting and Data-Related Duties

1. Oversees the completion and submission of educational reporting, including but not limited to Charter Renewal, LCAP, WASC, SARC, California Dashboard, Local Indicators, and Climate Surveys
2. Oversees CALPADS reporting and ensures accuracy

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3. Partners with PARSEC or other community partner services to evaluate and develop a comprehensive understanding of student achievement data, including survey data
4. Works with applicable MY Academy staff to analyze student achievement data
5. Participates in, leads, or organizes presentations for the board of directors, school leadership, educational partners, or community events, as requested
6. Provides Learning Facilitator and staff training related to educational reporting and student achievement data
7. Acts as primary coordinator for all school programs/charter and ensures compliance with all state requirements

Oversight Responsibilities

1. Oversees and trains staff for administration of assessments, as needed, including but not limited to:
    a. Learning Facilitators
    b. Other Learning Staff
2. Oversees Learning Facilitators, if applicable

Other Duties

1. Responds to non-urgent communication within 24 school hours and urgent communication within two school hours
2. Resolves escalated employee, Educational Rights Holder, and student issues in alignment with core values and ensuring compliance with the school's Uniform Complaint Policy; the school's Uniform Technology Policy; and the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
3. Performs other duties as assigned

QUALIFICATIONS GUIDE

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Experience & Education

1. Minimum of one to two years of related experience preferred
2. A Bachelor's degree preferred

Other Qualifications

1. State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and the Human Resources Manager notifying the immediate supervisor of this clearance.

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2. Proof of a clear TB Tine test or signed Certificate of Completion dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years
3. Hold and maintain a valid California Driver's License, proof of automobile insurance, and full time use of a dependable automobile that is insured pursuant to California regulations.

Knowledge

1. Computer and technology literacy:
    a. Operate office equipment including a calculator, copier, fax machine, computer and assigned software
    b. Google docs, Google spreadsheets and other online collaboration tools to send and receive information
2. Basic arithmetic calculations
3. Laws that pertain to proctoring school and state assessments
4. Keeps abreast of State policy updates/changes and procedures

Skills

1. Conflict resolution
2. Record-keeping techniques
3. Methods of collecting and organizing data and information

Abilities

1. Embraces MY Academy's core values
2. Maintains integrity at all times
3. Works independently with little direction
4. Maintains developed, clear communication and interpersonal skills that maintain a respectful, professional, and courteous manner
5. Maintains flexible and adaptable mindset
6. Demonstrates sensitivity to individual differences and cultural backgrounds
7. Maintains confidentiality of sensitive and privileged information
8. Follows established procedures and meets all established deadlines
9. Allocates time and resources effectively
10. Understand complex, multi-step written and oral instructions
11. Willingness to research and become knowledgeable of educational resources
12. Serve the staff, student and Educational Rights Holders' needs to the best of his/her ability without allowing his/her own convenience to interfere
13. Proactive:
    a. Understands the needs of the school and takes steps toward meeting those needs with little support and guidance
    b. Prevents problems by planning ahead and anticipating outcomes
    c. Self starter; ability to take initiative and work with little direction

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Use of Computer Technology

Skilled in using educational software, Google Suite applications, Microsoft Office, and web-based tools for effective teaching and communication.

Physical Demands

The role requires meeting certain physical demands to perform job functions effectively. These include auditory and verbal communication, manual dexterity, computer and machinery operation, visual acuity for reading and student observation, flexibility for bending, kneeling, or crouching, as well as the ability to sit or stand for long durations. The position involves lifting up to 25 pounds independently and, with support, managing heavier loads. Additionally, driving to student meetings is necessary. Reasonable accommodations are available to support individuals with disabilities in fulfilling these requirements.

Work Environment

This position operates in a virtual home office environment requiring a flexible schedule and the ability to travel for student support, meetings, and school events. The role involves moderate noise levels, indoor and outdoor work in varying temperatures, and the necessity for personal transportation capable of 200-mile daily travel. Reasonable accommodations are provided for those with disabilities.

Hazards

Employees may encounter challenging interactions with dissatisfied individuals

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Employee Acknowledgement

This description summarizes key responsibilities and requirements and is not exhaustive. Employees may perform additional duties as assigned, aligning with the school's needs and goals.

_____	_____	_____
Employee Signature	Printed Name	Date

Coversheet

Approval of Educational Reporting Facilitator New Stipend Position

Section: XI. Personnel Services
Item: B. Approval of Educational Reporting Facilitator New Stipend Position
Purpose: Vote
Submitted by: Bill Dobson
Related Material:
Educational Reporting Facilitator Stipend (New) - For Board Approval - 2025.08.pdf

BACKGROUND:

As a result of information shared during the Audit Implications Resulting from the Charter School Taskforce Recommendations workshop hosted by the San Diego County Charter Schools Division, MY Academy has developed the position of Educational Reporting Facilitator.

At many larger flexible learning schools, this work is handled by a dedicated department or full-time staff member. Given the current size of MY Academy, a full-time position is not yet feasible. However, by creating this stipend-based role, MYA will be able to follow best practices while laying the groundwork for a potential full-time position as the school continues to grow.

RECOMMENDATION:

It is recommended that the Board approve the Educational Reporting Facilitator **New Stipend Position for Motivated Youth Academy (#1628).**

Fiscal Impact: $12,000.00

Educational Reporting Facilitator (Stipend)

Job Description

Reports To: Director (or designee)
FLSA Status: Exempt/Non-Exempt
School Classification: Certificated
Pay Schedule: $12,000/Annual
Work Schedule: 220 Days/12 months
Location: Remote with occasional in person meetings

Position Summary

The Data and Educational Reporting Coordinator develops and maintains educational reporting for Motivated Youth Academy, supporting the Director. This role includes overseeing educational reporting and CALPADS, while ensuring compliance with dashboard indicators, state, and local assessments.

ESSENTIAL FUNCTIONS and RESPONSIBILITIES

1. Supports the completion and submission of educational reporting, including but not limited to Charter Renewal, LCAP, WASC accreditation, and SARC
2. Collects and tracks all necessary data and information with the goal of having it prepared for report completion
3. Writes Charter Renewal reports and ensures reports thoroughly and accurately answer the prompts
4. Writes WASC reports and ensures reports thoroughly and accurately answer the prompts
5. Supports the completion of the SARC
6. Supports the completion of the LCAP
7. Ensures alignment between Charter Renewal, WASC, LCAP, and the strategic plan
8. Collaborates with applicable MY Academy staff and vendors to collect data needed for reports
9. Maintains a timeline throughout the year to ensure reports are completed by the mandatory deadline
10. Creates PLC, summit, and support staff meeting agendas in order to integrate reporting with staff professional development
11. Facilitates and organizes focus groups and/or home groups and develops the meeting agendas
12. Organizes and hosts both in person and virtual WASC Visiting Committee visits, including but not limited to schedules, links, educational partner groups, and online class observations.
13. Performs any other necessary functions relating to the WASC report, action plan, and evidence

14. Attends training in order to stay abreast on current laws, rules, and procedures
15. Serves as a WASC Visiting Committee member for Motivated Youth Academy.

Other Duties

1. Responds to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours
2. Documents and reports to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and Educational Right's Holders in a timely manner; ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
3. Performs other duties as assigned

QUALIFICATIONS GUIDE

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

Experience & Education

1. Two or more years in a MY Academy Learning Facilitator position desired
2. A valid, current, and appropriate California state teaching credential for Learning Facilitators. A copy of Teaching Credential to be provided and kept current.

Other Qualifications

State and federal fingerprint clearance (LiveScan) to work with students (Ed. Code 44237). No prospective employee can report to work without this clearance being received and Human Resources notifying the immediate supervisor of this clearance.

1. Proof of a clear TB Tine test dated within the last 60 days (Ed. Code 49406) upon employment and thereafter updated every four years
2. The employee is expected to have access to a working computer with an internet connection and a printer.
3. Valid California Driver's License

Knowledge

1. Computer and technology literacy:
    a. Operate office equipment including a calculator, copier, fax machine, computer and assigned software
    b. Google docs, Google spreadsheets and other online collaboration tools to send and receive information
2. Basic arithmetic calculations

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Skills

1. Conflict resolution
2. Record-keeping techniques
3. Methods of collecting and organizing data and information

Abilities

1. Embraces MY Academy's core values
2. Maintains integrity at all times
3. Works independently with little direction
4. Maintains developed, clear communication and interpersonal skills that maintain a respectful, professional, and courteous manner
5. Maintains flexible and adaptable mindset
6. Demonstrates sensitivity to individual differences and cultural backgrounds
7. Maintains confidentiality of sensitive and privileged information
8. Follows established procedures and meets all established deadlines

Use of Computer Technology

Skilled in using educational software, Google Suite applications, Microsoft Office, and web-based tools for effective teaching and communication.

Physical Demands

The role requires meeting certain physical demands to perform job functions effectively. These include auditory and verbal communication, manual dexterity, computer and machinery operation, visual acuity for reading and student observation, flexibility for bending, kneeling, or crouching, as well as the ability to sit or stand for long durations. The position involves lifting up to 25 pounds independently and, with support, managing heavier loads. Additionally, driving to student meetings is necessary. Reasonable accommodations are available to support individuals with disabilities in fulfilling these requirements.

Work Environment

This position operates in a virtual home office environment requiring a flexible schedule and the ability to travel for student support, meetings, and school events. The role involves moderate noise levels, indoor and outdoor work in varying temperatures, and the necessity for personal transportation capable of 200-mile daily travel. Reasonable accommodations are provided for those with disabilities.

Hazards

Employees may encounter challenging interactions with dissatisfied individuals

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Employee Acknowledgement

This description summarizes key responsibilities and requirements and is not exhaustive. Employees may

perform additional duties as assigned, aligning with the school's needs and goals.

_____	_____	_____
Employee Signature	Printed Name	Date