MY Academy

Regular Meeting of the Board of Directors

Published on October 2, 2026 at 2:35 PM PDT

Date and Time

Thursday October 8, 2026 at 9:00 AM PDT

Location

Join Zoom Meeting
https://us06web.zoom.us/j/3709989227?omn=83083354613
Meeting ID: 370 998 9227

One tap mobile
+16694449171,,3709989227# US
+17193594580,,3709989227# US

Join by SIP
• 3709989227@zoomcrc.com
Join instructions
https://us06web.zoom.us/meetings/83083354613/invitations?signature=s6fOYFcgo-Zjbz_xflzxpjWTFyPaSQJyVyQV8cW_DHo

MISSION STATEMENT

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

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**9:00 AM**
A.	Call the Meeting to Order		Board President	1 m
B.	Record Attendance		Board President	1 m
	Roll Call: William Hall, President Michael Humphrey, Vice President Steve Fraire, Clerk Peter Matz, Member Larry Alvarado, Member			
II.	**Pledge of Allegiance**			**9:02 AM**
A.	Led by Board President or designee		Board President	1 m
III.	**Land Acknowledgment**			**9:03 AM**
A.	Land Acknowledgment read by Sarina Laff, Learning Facilitator, Motivated Youth Academy	FYI	Sarina Laff	1 m
IV.	**Approve/Adopt Agenda**			**9:04 AM**
A.	(Action) Approve Agenda	Vote	Board President	1 m
	It is recommended the Board of Directors approve the agenda for the Regular Board meeting of October 8, 2026, as presented.			

		Purpose	Presenter	Time

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

V. Approve Minutes — 9:05 AM

A.	(Action) Minutes of the Regular Meeting of the Board of Directors that was held on September 10, 2026	Approve Minutes	Board President	1 m

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

VI. Public Comments/Recognition/Reports

Members of the public who wish to make a Public Comment at a board meeting, whether attending in person or remotely, must submit a Request to Speak using this Google Form to address the Board of Directors. If you are having difficulty filling out the Google form, please email kmatchette@myacademy.org for support.

Requests to speak must be submitted before the public comment period begins in open session. Each speaker is allotted up to three (3) minutes. Public comments on the same subject are limited to a total of twenty (20) minutes. Board members do not respond to public comments during the meeting. However, the Board may refer a matter to staff for review and request that it be brought back to the Board at a future meeting.

VII. Oral Presentations — 9:06 AM

		Purpose	Presenter	Time
A.	School Highlights, Presented by Tova Hensley, Learning Facilitator, Motivated Youth Academy	FYI	Tova Hensley	4 m
B.	Financial Update, Presented by Gracyn Ortiz, Director of Client Finance, Charter Impact	FYI	Gracyn Ortiz	5 m

VIII. Consent — 9:15 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 be removed from the Consent upon the request of any member of the Board, discussed, and acted upon separately.

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

1. Check Register - September 2026
2. Approval of Edwards, Stevens & Tucker Legal and Consultant Services Agreement (Renewal)
3. Approval of August 2026-July 2027 GoGuardian Beacon (Training)
4. Approval of November 2026-June 2028 GoGuardian Beacon-Core (Renewal)
5. Approval of January 2027-June 2027 Regus Premier Office Space Lease Agreement (Renewal)

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

1. Approval of 2026-2027 Student and Educational Rights Holder Handbook (Revised)
2. Approval of August 2026-July 2027 Goalbook Contract under SELPA License (Renewal)
3. Approval of September 2026-September 2027 NCS Pearson Inc License (Renewal)
4. Approval of September 2026-September 2027 Cook Center for Human Connection (Renewal)
5. Approval of November 2026-November 2027 Charter Schools Development Center (Renewal)
6. Approval of September 2026 Memorandum of Understanding (MOU) with Urban League of San Diego County (ULSDC)

C. Consent - Personnel Services — Vote — Board President — 1 m

1. Approval of July 2026-July 2027 Vector Solutions (CSAP Library)
2. Approval of November 2026-November 2027 Vector Solutions Subscription (Renewal)

		Purpose	Presenter	Time
	3. Approval of Job Description - Administrative and Human Resources Coordinator			
D.	Consent - Policy Development	Vote	Board President	1 m

Board Policies Revised:
The following are current policies that have been revised to provide clarity or alignment with changes in law or procedures.

1. Approval of MYA Safety Plan (Revision)
2. Approval of MYA 5015 Title IX Harassment Intimidation Discrimination and Bullying Policy (Revision)

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

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

IX. Policy Development — 9:19 AM

		Purpose	Presenter	Time
A.	(Action) Approval of the Motivated Youth Academy Crisis Communication Plan	Vote	Bill Dobson	4 m

It is recommended the Board approve the Crisis Communication Plan for Motivated Youth Academy (#1628).

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

		Purpose	Presenter	Time

X. Calendar

The next scheduled regular meeting of the Board of Directors will be held on November 12, 2026.

XI. Comments — 9:23 AM

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

XII. Closing Items — 9:30 AM

A.	Adjourn Meeting	Vote	Board President	1 m

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 read by Sarina Laff, Learning Facilitator, Motivated Youth Academy

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

Land Acknowledgment

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

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

Coversheet

(Action) Minutes of the Regular Meeting of the Board of Directors that was held on September 10, 2026

Section: V. Approve Minutes
Item: A. (Action) Minutes of the Regular Meeting of the Board of Directors that was held on September 10, 2026
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Regular Meeting of the Board of Directors on September 10, 2026

DRAFT

MY Academy

Minutes

Regular Meeting of the Board of Directors

Date and Time
Thursday September 10, 2026 at 9:00 AM

Location
Join Zoom Meeting
https://us06web.zoom.us/j/3709989227?omn=83083354613
Meeting ID: 370 998 9227

One tap mobile
+16694449171,,3709989227# US
+17193594580,,3709989227# US

Join by SIP
• 3709989227@zoomcrc.com
Join instructions
https://us06web.zoom.us/meetings/83083354613/invitations?signature=s6fOYFcgo-Zjbz_xflzxpjWTFyPaSQJyVyQV8cW_DHo

MISSION STATEMENT

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

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

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

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

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

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

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

Directors Present

Larry Alvarado, Michael Humphrey, Peter Matz, Steve Fraire, William Hall

Directors Absent

None

Guests Present

Becky Robinson, Bill Dobson, Gracyn Ortiz (remote), Jason Sitomer (remote), Kierra McLaughlin, Melissa Lato, Tammam Tautou

---

I. Opening Items

A. Call the Meeting to Order

William Hall called a meeting of the board of directors of MY Academy to order on Thursday Sep 10, 2026 at 9:00 AM.

B. Record Attendance

II. Pledge of Allegiance

A. Led by Board President or designee

William Hall, Board President, led the Pledge of Allegiance.

III. Approve/Adopt Agenda

A. (Action) Approve Agenda

Steve Fraire made a motion to Approve Agenda.

Peter Matz seconded the motion.
The board **VOTED** unanimously to approve the motion.

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

IV. Approve Minutes

A. (Action) Minutes of the Regular Meeting of the Board of Directors that was held on August 13, 2026

Larry Alvarado made a motion to approve the minutes from Regular Meeting of the Board of Directors on 08-13-26.
Peter Matz seconded the motion.
The board **VOTED** unanimously to approve the motion.

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

V. Public Comments/Recognition/Reports

A. Public Comment

There was no request for public comment.

VI. Oral Presentations

A. CliftonLarsonAllen LLP Correspondence

Bill Dobson, Interim Director, presented the CliftonLarsonAllen LLP Correspondence.

VII. Consent

A. Consent - Business/Financial Services

B. Consent - Education/Student Services

C. Consent - Personnel Services

D. Consent - Policy Development

Steve Fraire made a motion to Approve the consent agenda, items A through D as presented.
Peter Matz seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Michael Humphrey	Aye
Peter Matz	Aye
Larry Alvarado	Aye
William Hall	Aye
Steve Fraire	Aye

VIII. Board Governance

A. (Action) Election of Motivated Youth Academy Corporate Officer

Steve Fraire made a motion to the Election of Motivated Youth Academy Corporate Officer.
Larry Alvarado seconded the motion.
Bill Dobson, Interim Director, presented the recommendation to elect Kierra Matchette as Secretary in accordance with the Fifth Amended Bylaws of Motivated Youth Academy, Article VIII, Corporate Officers, section 8.01(c).
The board **VOTED** unanimously to approve the motion.

Roll Call

William Hall	Aye
Larry Alvarado	Aye
Peter Matz	Aye
Steve Fraire	Aye
Michael Humphrey	Aye

B. (Action) Approval of the 2025-2026 Annual Board Evaluation

Steve Fraire made a motion to Approve of the 2025-2026 Annual Board Evaluation.
Larry Alvarado seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Peter Matz	Aye
Larry Alvarado	Aye
Steve Fraire	Aye
Michael Humphrey	Aye
William Hall	Aye

IX. Business/Financial Services

A. (Action) Approval of 2025-2026 Unaudited Actuals Financial Report

Steve Fraire made a motion to Approve of 2025-2026 Unaudited Actuals Financial Report.
Peter Matz seconded the motion.
Jason Sitomer, Head of Strategic Accounts at Charter Impact, presented the 2025-2026 Unaudited Actuals Financial Report.

Board Vice President, Michael Humphrey, asked how the increased revenue will be used in short term investments.
The board **VOTED** unanimously to approve the motion.

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

B. (Action) Approval of 2025-2026 EPA Education Protection Account for Motivated Youth Academy

Steve Fraire made a motion to Approve of 2025-2026 EPA Education Protection Account for Motivated Youth Academy.
Larry Alvarado seconded the motion.
Jason Sitomer, Head of Strategic Accounts at Charter Impact, presented the 2025-2026 EPA Education Protection Account for Motivated Youth Academy.
The board **VOTED** unanimously to approve the motion.

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

C. (Action) Approval of Compensation for a Director Designee

Steve Fraire made a motion to Approve of Compensation for a Director Designee.
Peter Matz seconded the motion.
Bill Dobson, Interim Director, presented the background information of the Compensation for a Director Designee.
The board **VOTED** unanimously to approve the motion.

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

D. (Action) Approval of the Proposition 28, Art and Music K-12 Education Funding Initiative Annual Report

Larry Alvarado made a motion to Approve of the Proposition 28, Art and Music K-12 Education Funding Initiative Annual Report.
Steve Fraire seconded the motion.
Bill Dobson, Interim Director, presented the background information of the the Proposition 28, Art and Music K-12 Education Funding Initiative Annual Report.
The board **VOTED** unanimously to approve the motion.

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

X. Policy Development

A. Approval of MYA 5144 Pupil Suspension and Expulsion Policy

Steve Fraire made a motion to Approve of MYA 5144 Pupil Suspension and Expulsion Policy.
Michael Humphrey seconded the motion.
The board **VOTED** unanimously to approve the motion.

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

XI. Calendar

A. Next Board Meeting

The next Board Meeting will be held in-person on Thursday, October 8th, 2026.

XII. Comments

A. Board Comments

The Board is appreciative and pleased with the financial health of Motivated Youth Academy.

B. Interim Director and CEO Comments

Bill Dobson, Interim Director, shares that he and Melissa Lato, Assistant Director, have been working on Motivated Youth Academy's charter renewal. Bill Dobson, Interim Director, is happy with a great start to the school year.

XIII. Closing Items

A. Adjourn Meeting

Steve Fraire made a motion to Adjourn Meeting.
Michael Humphrey seconded the motion.
The board **VOTED** unanimously to approve the motion.

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

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 9:32 AM.

Respectfully Submitted,
Kierra McLaughlin

Documents used during the meeting

- Flag Slide.pdf
- Land Acknowledgment.jpg
- CliftonLarsonAllen LLP Correspondence.pdf
- Check Register - August 2026.pdf
- TSW Therapy (Renewal).pdf
- 2026-2027 California Schools VEBA Benefits Plan (Renewal).pdf
- 2026-2027 Educators Legal Liability Policy and Umbrella Policy with American Southern Home Insurance.pdf
- 2026-2027 Package Policy with Wright Specialty Insurance.pdf
- 2026-2027 Auto Policy with Wright Specialty Insurance.pdf
- MYA 1025 UCP Policy and Complaint Form - Redlined - 2026.08.27.pdf
- MYA 1025 UCP Policy and Complaint Form - For Board Approval - 2026.08.27.pdf
- 2025-2026 Annual Board Evaluation.pdf
- 2025-2026 Unaudited Actuals Financial Report.pdf
- 2025-2026 EPA Education Protection Account.pdf

- 2026-27 Administrative Salary Schedule.pdf
- Proposition 28, Art and Music K-12 Education Funding Initiative Annual Report.pdf
- MYA 5144 Pupil Suspension and Expulsion Policy - For Board Adoption - 2026.09.03.pdf

---

FOR MORE INFORMATION

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

Coversheet

School Highlights, Presented by Tova Hensley, Learning Facilitator, Motivated Youth Academy

Section: VII. Oral Presentations
Item: A. School Highlights, Presented by Tova Hensley, Learning Facilitator, Motivated Youth Academy
Purpose: FYI
Submitted by:
Related Material: School Highlights - October 2026.pdf

BACKGROUND:

The October 2026 School Highlights share Motivated Youth Academy's latest news, organized around the ACS WASC/CDE school criteria. The highlights open with a current enrollment update and upcoming dates, then cover staff professional learning and capacity building, including conferences, trainings, and the Fall Kickoff Week. Next, it shows how teachers and students build personalized learning together. The last section covers school culture and student support: community meetups, student projects and spotlights, and college and career readiness.

MOTIVATED YOUTH ACADEMY

Enrollment *School Highlights | October 2026*

2026-2027 Enrollment (as of 9/30/2026)
Total Enrolled - 285

Track E
July 6, 2026 - September 30, 2026
- 29 Enrolled
  - 1 - Imperial County
  - 0 - Orange County
  - 2 - Riverside County
  - 26 - San Diego County

Track F
August 31, 2026 - September 30, 2026
- 247 Enrolled
  - 9 - Imperial County
  - 8 - Orange County
  - 54 - Riverside County
  - 176 - San Diego County

Track G
September 24, 2026 - September 30, 2026
- 9 Enrolled
  - 0 - Imperial County
  - 0 - Orange County
  - 4 - Riverside County
  - 5 - San Diego County

Important Dates

- MYA Board Meeting: Thursday, October 8, 2026, from 9:00 – 10:00 am



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

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

Vision, Leadership, Resources and Professional Learning

MY Academy Staff Participated In:

Mountain Empire Unified School District (MEUSD)
- IEA/Title VI District Meeting (In Person)

Scaling Student Success
- Ignite 2026 Summit: Portrait of a Learner (In Person)

California Authorizer Support Initiative (CASI)
- Chatter Chats (Virtual)

California Charter School Association (CCSA)
- First Friday's with Myrna (Virtual)

Charter School Development Center (CSDC)
- Advocacy Affinity Group (Virtual)
- Non Classroom Based Affinity Group (Virtual)

County of San Diego Health and Human Services Agency (HHSA)
- K-12 Education Sector Telebriefing (Virtual)

Community Base Organizations (CBO) Alliance
- Upstream Town Hall (In Person)

Coram
- Why Schools Need Coordinated Emergency Response Systems (Virtual)

San Diego County Office of Education (SDCOE)
- Community of Alternative Education Leaders (CAEL) - (In Person)



Vision, Leadership, Resources and Professional Learning

Professional Learning and Capacity Building

Shared by Assistant Director Melissa Lato:

Fall Kickoff Week

MY Academy kicked off the new school year with a full week dedicated to real connection, clear direction, and bringing regional staff teams together.







Highlights of the Week:

Vision & Core Values: An all-staff day spent getting grounded in MY Academy's mission, living out core values, and making sure everyone is pulling in the same direction.

Student-Centered Learning: A hands-on day for the instructional team focused on what matters most—knowing each student, tailoring their learning journey, and meeting them right where they are.

Regional Cluster Days: Four days focused on smaller geographic cluster teams, giving local staff space to collaborate, build real relationships, and prepare for their specific student communities.

Kickoff Week set the tone for the year ahead: aligned on mission, connected as a team, and ready to support every student.

Vision, Leadership, Resources and Professional Learning

Professional Learning and Capacity Building

Shared by Learning Facilitator, Tova Hensley:

MYA staff members recently traveled to Minnesota for an immersive professional learning conference focused on Project-Based Learning (PBL). During the trip, they toured two groundbreaking exemplar schools to see high-impact PBL in action. Our team brought these valuable insights back to a recent staff meeting, sharing their findings with all Learning Facilitators and instructional staff to expand our collective understanding. By bringing these innovative strategies to the wider team, we continue to enhance our capacity to make student learning deeply personalized, meaningful, and relevant.





Northwest Passage Presentation

Minnesota New Country School Presentation

Vision, Leadership, Resources and Professional Learning

Professional Learning and Capacity Building

Shared by Learning Facilitator, Tova Hensley:

MY Academy staff attended the Ignite 2026 conference in San Jose and came home energized about the future of learning. The team even met Dr. Linda Darling-Hammond, President of the State Board of Education, who shared how the Board is working to improve policy around competency-based learning. Across the conference, the message was clear: learning should be relevant and experiential, and it should build durable skills for college, careers, and life. The team left proud that so much of this vision is already alive at MY Academy!



Curriculum, Teaching and Learning, and Assessment

MY Academy Staff Participated In:

SDCOE
- Suicide Prevention Awareness (Virtual)

Parsec
- Monthly Partner Success Meeting (Virtual)
- Clarity Onboarding (Virtual)

Reaching At Promise Student Association (RAPSA)
- Beyond the four-year graduation rate: A framework for state accountability for alternative schools (Virtual)

San Diego County Office of Education
- New CAASPP/ELPAC Coordinator Fall Convening (In Person)

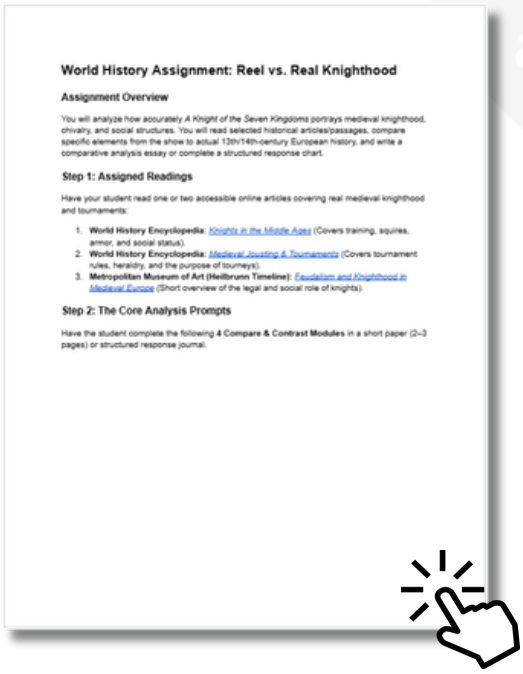


Curriculum, Teaching and Learning, and Assessment

Rigorous and Relevant Curriculum

Shared by Learning Facilitator, Kevin Sved:

Student Aaron Shafer is taking a World History Class. Thanks to the curricular flexibility of MY Academy, Aaron co-constructed with his Learning Facilitator a learning module about the life of knights during the Medieval Times. His research assignment compares the "real" life of knights to "reel" knights we see portrayed in movies and television. As a bonus, Aaron is learning chess which is full of critical thinking as well as stories and connections to the learning material.



World History Assignment: Reel vs. Real Knighthood

Assignment Overview

You will analyze how accurately *A Knight of the Seven Kingdoms* portrays medieval knighthood, chivalry, and social structures. You will read selected historical articles/passages, compare specific elements from the show to actual 13th/14th-century European history, and write a comparative analysis essay or complete a structured response chart.

Step 1: Assigned Readings

Have your student read one or two accessible online articles covering real medieval knighthood and tournaments:

1. **World History Encyclopedia:** *Knights in the Middle Ages* (Covers training, squires, armor, and social status).
2. **World History Encyclopedia:** *Medieval Jousting & Tournaments* (Covers tournament rules, heraldry, and the purpose of tourneys).
3. **Metropolitan Museum of Art (Heilbrunn Timeline):** *Feudalism and Knighthood in Medieval Europe* (Short overview of the legal and social role of knights).

Step 2: The Core Analysis Prompts

Have the student complete the following **4 Compare & Contrast Modules** in a short paper (2–3 pages) or structured response journal.





School Culture and Student Support

MY Academy Staff Participated In:

San Diego Workforce Partnership (SDWP)

- South Bay Regional Monthly Partnership Meeting (Virtual)



School Culture and Student Support

Inclusive School Culture

Shared by Learning Facilitator, Abigail Ganje:

Meeting with Dykesha at Oceanside Library to facilitate a warm hand-off and ensure a seamless academic transition for students entering the new school year.



School Culture and Student Support

Inclusive School Culture



Shared by Learning Facilitator, Jen Fredericks:

Our Back to School Meetup was a fantastic success, with a wonderful turnout of over 20 attendees, including students, families, and staff. I'd love to highlight this photo, which perfectly captures the genuine friendship these students have developed since connecting through our school community.

School Culture and Student Support

Inclusive School Culture





Shared by Learning Facilitator, Sofia Gonzalez Ibarra:

On September 23rd, 2026, I met with students and families for our Fall Meet Up in which students, families, and myself were able to socialize via participation in icebreaker games, a pizza dinner, and a brief presentation by their student's Learning Facilitator. During the presentation, I shared about my "why" for joining the field of education, which I hoped would help better connect me with my students and their families. The ice breaker games were meant to help students connect with their peers, to build a sense of belonging in MYA, and to build on respect and inclusivity by bringing a voice to every student. Additional MYA staff was present at the event and with families there, we were able to work together to help the students participate in the social and ensure equal opportunities for participation at the social.

School Culture and Student Support

Inclusive School Culture

Shared by Learning Facilitator, Louise Shuster:

Following a school lesson on the dangers of smoking, students Natalia Shipp, Sinny Dyche and Helena Tamayo were inspired to create a video sharing the impact it made on them. Please view their reflections on the issue in their video below.



School Culture and Student Support

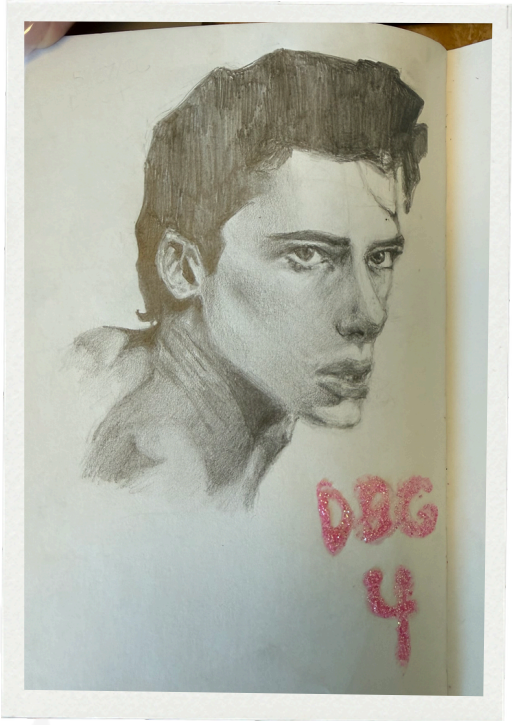
Inclusive School Culture

Shared by Learning Facilitator, Ana Andres:
****Student Spotlight****
Highlighting the Visual Artistry of Audrey Soto

During our very first Monday Workgroup/Workshop, 11th-grade student Audrey Soto introduced us to her deep passion for the visual arts.

Audrey's dedication to her craft truly came alive during our first in-person meeting, where she brought in her sketchbook. Her pages were filled with impressive technique, thoughtful detail, and vivid imagination. One of her featured drawings showcases her exceptional talent.

I would like to celebrate Audrey's creative achievements and look forward to seeing how her passion for visual arts continues to develop this school year!







School Culture and Student Support

College and Career Readiness



Shared by Learning Facilitator, Tova Hensley:

A recent (2026) graduate shared how MY Academy helped her discover her career goals and supported her path to college. When asked how the school helped her succeed, she reflected: "MY Academy helped to know exactly what I want for my future and what I wanted and that is to be a Preschool teacher. My teacher asked me if I wanted to go to college at the time and I said no that I was gonna take a year and then I would go back to college and her support followed all summer long I applied at Grossmont college and I got in so now I'm in college all thanks to my teachers help and support."

School Culture and Student Support

College and Career Readiness

Shared by Learning Facilitator, Kesha Chavers:

On September 22, MYA was invited to participate in the Hired & Inspired: Career & Resource Fair at the Escondido YMCA. Members of the West Cluster came together to represent and showcase our wonderful school. We had the opportunity to connect with potential students, families, and community partners while sharing more about what MYA has to offer. It was also a great opportunity for us to work together, support one another, and build stronger connections as a cluster. We are excited about the new relationships and opportunities that came from this event!





Coversheet

Financial Update, Presented by Gracyn Ortiz, Director of Client Finance, Charter Impact

Section: VII. Oral Presentations
Item: B. Financial Update, Presented by Gracyn Ortiz, Director of Client Finance, Charter Impact
Purpose: FYI
Submitted by:
Related Material: Financial Update-August 2026.pdf

BACKGROUND:

The August 2026 **Financial Update** provides an update on the financial position and projected financial performance of Motivated Youth Academy for Fiscal Year 2026–2027. The report reflects projected enrollment of 334 ADA, projected revenues of approximately $7.55 million, and projected expenditures of approximately $7.24 million. Based on current projections, the Academy anticipates a year-end surplus of approximately $2.97 million, an increase of $52,000, primarily attributable to a decrease in projected expenses. The report also indicates that the Academy maintains a stable cash position, with approximately 118 days of cash on hand and projected year-end cash of approximately $3.0 million, representing 42% of annual expenditures. The financial package includes the monthly cash flow and forecast, budget-to-actual results, statement of financial position, statement of cash flows, check register, and accounts payable aging for the period ended August 31, 2026.

RECOMMENDATION:

It is recommended the Board approve as presented the August 2026 Financial Update for Motivated Youth Academy (#1628).

Fiscal Impact: None

CHARTER IMPACT

BOARD FINANCIALS

Motivated Youth Academy

August 2026 Financial Report

MY Academy – Highlights

- P2 ADA projections remain the same at **334**
- Days cash on hand currently 118 days
- Revenues increased by $6k
- Expenses decreased by $46k
- Year-End surplus projecting at $2.97M

MY Academy – Revenue

- Revenues are now forecasting at $7.55M, an increase of $5,810
  - LCFF Revenues remain the same
  - Federal Revenues remain the same
  - Other State Revenues remain the same
  - Other Local Revenue projecting slightly higher

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Revenue						
State Aid-Rev Limit	$ 463,046	$ 283,602	$ 179,444	$ 5,893,563	$ 5,893,563	$ -
Federal Revenue	-	-	-	879,399	879,399	-
Other State Revenue	-	22,295	(22,295)	766,098	766,098	-
Other Local Revenue	6,394	584	5,810	12,819	7,009	5,810
Total Revenue	**$ 469,440**	**$ 306,481**	**$ 162,959**	**$ 7,551,879**	**$ 7,546,069**	**$ 5,810**

MY Academy – Expenses

- Expenses are forecasting at $7.24M, a decrease of **$46K**
  - Personnel costs projecting $159K **lower**
  - Books & Supplies projecting $80k **higher**
  - Operations projecting $24k **higher**
  - Professional Services projecting $22k **higher**

	Year-to-Date			*Annual/Full Year*		
	Actual	Budget	Fav/(Unf)	Forecast	Budget	Fav/(Unf)
Expenses						
Certificated Salaries	$ 343,978	$ 435,429	$ 91,451	$ 3,040,852	$ 3,132,304	$ 91,451
Classified Salaries	116,248	154,591	38,343	940,520	978,862	38,343
Benefits	152,441	204,098	51,657	1,334,090	1,363,533	29,444
Books and Supplies	128,379	48,605	(79,774)	420,843	341,033	(79,810)
Subagreement Services	985	11,870	10,885	504,881	516,631	11,750
Operations	56,926	32,383	(24,543)	218,843	194,300	(24,543)
Facilities	5,455	6,800	1,345	39,455	40,800	1,345
Professional Services	117,069	98,667	(18,402)	741,518	719,703	(21,815)
Depreciation	-	-	-	-	-	-
Interest	-	-	-	-	-	-
Total Expenses	**$ 921,481**	**$ 992,442**	**$ 70,961**	**$ 7,241,002**	**$ 7,287,167**	**$ 46,165**

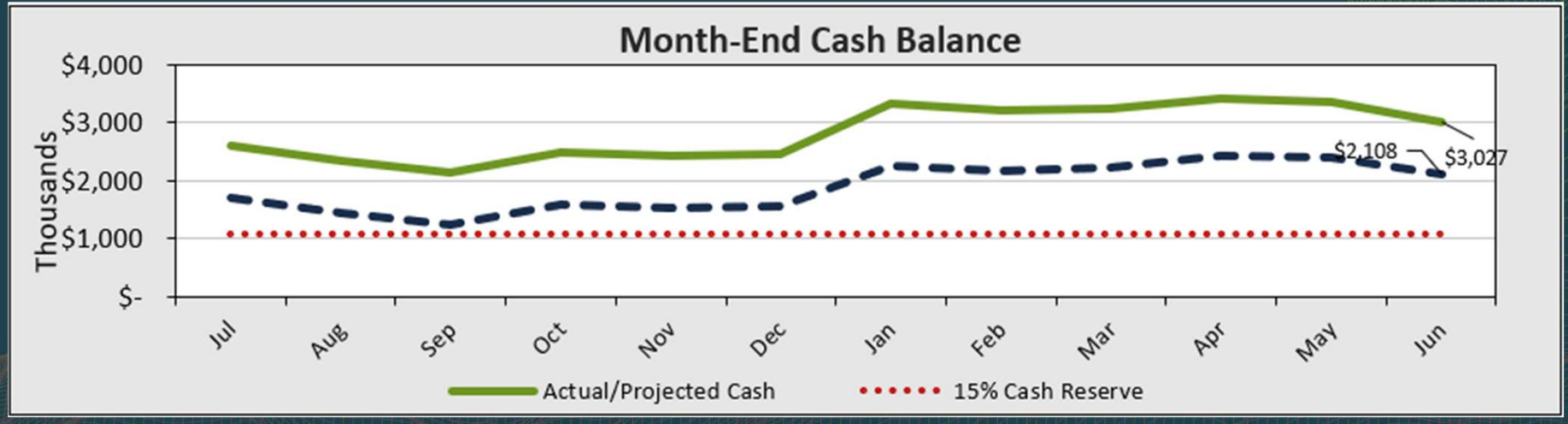
MY Academy – Fund Balance

- Projected year-end surplus increased by **$52k**, driven by decrease in expenses
- End-of-year balance continues to exceed State recommendation of 5%

	Year-to-Date			*Annual/Full Year*		
	Actual	**Budget**	**Fav/(Unf)**	**Forecast**	**Budget**	**Fav/(Unf)**
Total Surplus(Deficit)	**$ (452,041)**	**$ (685,961)**	**$ 233,920**	**$ 310,877**	**$ 258,902**	**$ 51,976**
Beginning Fund Balance	2,662,434	2,662,434		2,662,434	2,662,434	
Ending Fund Balance	**$ 2,210,393**	**$ 1,976,473**		**$ 2,973,311**	**$ 2,921,336**	
As a % of Annual Expenses	*30.5%*	*27.1%*		*41.1%*	*40.1%*	

MY Academy – Cash Balance

- Cash balance is stable and healthy
  - Ending cash projected at **$3M, 42%** of annual expenditures
  - No projected borrowing needed now or in the future



MY Academy – Appendix

- Monthly Cash Flow / Forecast 26-27
- Budget vs. Actual
- Statement of Financial Position
- Statement of Cash Flows
- Check Register
- Aging Items

MY Academy Charter

Financial Package

August 31, 2026

Presented by:

CHARTER IMPACT

FY26-27 Motivated Youth Academy

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: A

ADA = 333.90

CHARTER IMPACT

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
Revenues																ADA = 333.90	
State Aid - Revenue Limit																	
8011	LCFF State Aid	231,523	231,523	239,245	430,641	430,641	430,641	430,641	430,641	438,301	438,301	438,301	438,301	438,301	**5,047,005**	5,047,005	-
8012	Education Protection Account	-	-	16,695	-	-	16,695	-	-	16,695	-	-	-	16,695	**66,780**	66,780	-
8096	In Lieu of Property Taxes	-	-	88,714	59,143	59,143	59,143	59,143	59,143	131,784	65,892	65,892	65,892	65,892	**779,778**	779,778	-
		231,523	231,523	344,654	489,784	489,784	506,479	489,784	489,784	586,780	504,193	504,193	504,193	520,888	**5,893,563**	**5,893,563**	**-**
Federal Revenue																	
8181	Special Education - Entitlement	-	-	-	-	-	-	-	-	-	-	-	-	45,640	**45,640**	45,640	-
8290	Title I, Part A - Basic Low Income	-	-	15,488	-	-	46,463	-	-	-	-	-	-	-	**61,951**	61,951	-
8291	Title II, Part A - Teacher Quality	-	-	1,945	-	-	5,835	-	-	-	-	-	-	-	**7,780**	7,780	-
8296	Other Federal Revenue	-	-	-	191,007	-	-	191,007	-	-	191,007	-	-	191,007	**764,028**	764,028	-
		-	-	17,433	191,007	-	52,298	191,007	-	-	191,007	-	-	236,647	**879,399**	**879,399**	**-**
Other State Revenue																	
8311	State Special Education	-	-	21,210	38,177	38,177	38,177	38,177	38,177	47,066	47,066	47,066	47,066	47,066	**447,426**	447,426	-
8520	Child Nutrition	-	-	-	1,001	1,901	1,901	1,901	1,901	1,901	1,901	1,901	1,901	3,802	**20,012**	20,012	-
8550	Mandated Cost	-	-	-	-	-	18,085	-	-	-	-	-	-	-	**18,085**	18,085	-
8560	State Lottery	-	-	-	-	-	-	21,526	-	-	21,526	-	-	47,769	**90,821**	90,821	-
8599	Other State Revenue	-	-	1,085	43,966	1,953	1,953	43,966	1,953	1,953	43,966	1,953	1,953	45,051	**189,754**	189,754	-
		-	-	22,295	83,144	42,032	60,117	105,570	42,032	50,921	114,459	50,921	50,921	143,688	**766,098**	**766,098**	**-**
Other Local Revenue																	
8660	Interest Revenue	4,135	2,259	167	167	167	167	167	167	167	167	167	167	-	**8,061**	2,000	6,061
8698	ASB Fundraising	-	-	250	651	551	551	551	551	551	551	551	-	-	**4,758**	5,009	(250)
		4,135	2,259	417	818	718	718	718	718	718	718	718	167	-	**12,819**	**7,009**	**5,810**
Total Revenue		**235,658**	**233,782**	**384,799**	**764,753**	**532,533**	**619,612**	**787,079**	**532,533**	**638,418**	**810,377**	**555,831**	**555,280**	**901,223**	**7,551,879**	**7,546,069**	**5,810**
Expenses																	
Certificated Salaries																	
1100	Teachers' Salaries	71,398	160,273	191,742	191,742	191,742	191,742	191,742	191,742	191,742	191,742	191,742	191,742	-	**2,149,088**	2,199,782	50,694
1175	Teachers' Extra Duty/Stipends	841	2,098	4,644	4,644	4,644	4,644	4,644	4,644	4,644	4,644	4,644	2,644	-	**47,378**	50,500	3,122
1200	Pupil Support Salaries	27,833	27,833	46,832	46,832	46,832	46,832	46,832	46,832	46,832	46,832	46,832	46,832	-	**523,983**	561,980	37,997
1300	Administrators' Salaries	26,851	26,851	26,670	26,670	26,670	26,670	26,670	26,670	26,670	26,670	26,670	26,670	-	**320,404**	320,042	(362)
		126,923	217,055	269,887	269,887	269,887	269,887	269,887	269,887	269,887	269,887	269,887	267,887	-	**3,040,852**	**3,132,304**	**91,451**
Classified Salaries																	
2100	Instructional Salaries	22,340	19,109	41,251	41,251	41,251	41,251	41,251	41,251	41,251	41,251	41,251	41,251	-	**453,960**	484,750	30,790
2200	Support Salaries	12,356	18,930	36,178	36,178	36,178	36,178	36,178	36,178	36,178	36,178	36,178	36,178	-	**393,064**	434,134	41,070
2400	Clerical and Office Staff Salaries	7,001	31,133	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	4,998	-	**88,116**	59,978	(28,138)
2900	Other Classified Salaries	305	5,074	-	-	-	-	-	-	-	-	-	-	-	**5,379**	-	(5,379)
		42,002	74,246	82,427	82,427	82,427	82,427	82,427	82,427	82,427	82,427	82,427	82,427	-	**940,520**	**978,862**	**38,343**
Benefits																	
3101	STRS	24,114	41,192	53,099	53,099	53,099	53,099	53,099	53,099	53,099	53,099	53,099	52,705	-	**595,900**	598,270	2,370
3301	OASDI	2,560	4,646	5,319	5,319	5,319	5,319	5,319	5,319	5,319	5,319	5,319	5,319	-	**60,394**	60,689	295
3311	Medicare	2,416	4,168	5,275	5,275	5,275	5,275	5,275	5,275	5,275	5,275	5,275	5,245	-	**59,305**	59,612	307
3401	Health and Welfare	39,279	25,293	42,075	42,075	42,075	42,075	42,075	42,075	42,075	42,075	42,075	42,075	-	**485,322**	504,900	19,578
3501	State Unemployment	208	544	1,678	1,678	1,678	1,678	8,391	6,713	3,356	1,678	1,678	1,678	-	**30,958**	33,563	2,604
3601	Workers' Compensation	1,032	3,062	5,093	5,093	5,093	5,093	5,093	5,093	5,093	5,093	5,093	5,064	-	**54,997**	57,556	2,559
3901	Other Benefits	1,177	2,750	4,331	4,331	4,331	4,331	4,331	4,331	4,331	4,331	4,331	4,306	-	**47,213**	48,943	1,731
		70,786	81,655	116,870	116,870	116,870	116,870	123,583	121,904	118,548	116,870	116,870	116,393	-	**1,334,090**	**1,363,533**	**29,444**
Books and Supplies																	
4100	Textbooks and Core Curricula	-	-	500	500	500	500	500	500	500	500	500	500	-	**5,000**	6,000	1,000
4302	School Supplies	-	-	287	331	-	2	-	5,905	4,927	4,927	4,927	4,927	-	**26,231**	26,231	-
4305	Software	106,065	8,094	17,200	17,200	17,200	17,200	17,200	17,200	17,200	17,200	17,200	17,200	-	**286,159**	206,400	(79,759)
4310	Office Expense	721	12,994	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	4,125	-	**54,965**	49,500	(5,465)
4311	Business Meals	-	505	792	792	792	792	792	792	792	792	792	792	-	**8,422**	9,500	1,078
4400	Noncapitalized Equipment	-	-	256	295	-	2	-	5,265	4,393	4,393	4,393	4,393	-	**23,390**	23,390	-
4700	Food Services	-	-	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	1,668	-	**16,677**	20,012	3,335
		106,786	21,593	24,828	24,910	24,284	24,288	24,284	35,454	33,604	33,604	33,604	33,604	-	**420,843**	**341,033**	**(79,810)**
Subagreement Services																	
5102	Special Education	-	-	5,042	5,042	5,042	5,042	5,042	5,042	5,042	5,042	5,042	5,042	-	**50,417**	60,500	10,083
5104	Transportation	-	-	458	458	458	458	458	458	458	458	458	458	-	**4,583**	5,500	917
5106	Other Educational Consultants	985	-	1,787	2,058	-	12	-	36,724	30,641	30,641	30,641	312,641	-	**446,131**	446,131	-
5107	Instructional Services	-	-	375	375	375	375	375	375	375	375	375	375	-	**3,750**	4,500	750
		985	-	7,662	7,933	5,875	5,887	5,875	42,599	36,516	36,516	36,516	318,516	-	**504,881**	**516,631**	**11,750**
Operations and Housekeeping																	
5201	Auto and Travel	150	494	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	-	**19,644**	22,800	3,156
5300	Dues & Memberships	15,971	20	1,367	1,367	1,367	1,367	1,367	1,367	1,367	1,367	1,367	1,367	-	**29,658**	16,400	(13,258)
5400	Insurance	822	22,061	3,567	3,567	3,567	3,567	3,567	3,567	3,567	3,567	3,567	3,567	-	**58,550**	42,800	(15,750)
5516	Miscellaneous Expense	-	-	292	292	292	292	292	292	292	292	292	292	-	**2,917**	3,500	583
5900	Communications	11,773	5,192	8,450	8,450	8,450	8,450	8,450	8,450	8,450	8,450	8,450	8,450	-	**101,465**	101,400	(65)
5901	Postage and Shipping	16	427	617	617	617	617	617	617	617	617	617	617	-	**6,610**	7,400	790
		28,732	28,194	16,192	16,192	16,192	16,192	16,192	16,192	16,192	16,192	16,192	16,192	-	**218,843**	**194,300**	**(24,543)**
Facilities, Repairs and Other Leases																	
5601	Rent	2,560	2,560	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	2,883	-	**33,953**	34,600	647

FY26-27 Motivated Youth Academy

Monthly Cash Flow/Forecast FY26-27

Revised 9/25/2026

Actuals Through: A

ADA = 333.90

CHARTER IMPACT

		Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Year-End Accruals	Annual Forecast	Original Budget Total	Favorable / (Unfav.)
5602	Additional Rent	335	(320)	167	167	167	167	167	167	167	167	167	167	-	1,682	2,000	318
5604	Other Leases	-	320	350	350	350	350	350	350	350	350	350	350	-	3,820	4,200	380
		2,895	2,560	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	3,400	-	39,455	40,800	1,345
Professional/Consulting Services																	
5801	IT	14,472	8,808	9,108	9,108	9,108	9,108	9,108	9,108	9,108	9,108	9,108	9,108	-	114,363	109,300	(5,063)
5802	Audit & Taxes	-	-	-	12,933	12,933	12,933	-	-	-	-	-	-	-	38,800	38,800	-
5803	Legal	-	3,123	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	2,592	-	29,040	31,100	2,060
5804	Professional Development	150	20,813	1,617	1,617	1,617	1,617	1,617	1,617	1,617	1,617	1,617	1,617	-	37,130	19,400	(17,730)
5805	General Consulting	26,152	9,500	18,975	18,975	18,975	18,975	18,975	18,975	18,975	18,975	18,975	18,975	-	225,402	227,700	2,298
5806	Special Activities/Field Trips	-	-	308	354	-	2	-	6,324	5,277	5,277	5,277	5,277	-	28,096	28,096	-
5807	Bank Charges	92	61	67	67	67	67	67	67	67	67	67	67	-	820	800	(20)
5808	Printing	-	-	458	458	458	458	458	458	458	458	458	458	-	4,583	5,500	917
5809	Other taxes and fees	-	113	250	250	250	250	250	250	250	250	250	250	-	2,613	3,000	387
5810	Payroll Service Fee	-	-	258	258	258	258	258	258	258	258	258	258	-	2,583	3,100	517
5811	Management Fee	15,721	15,721	13,560	13,560	13,560	13,560	13,560	13,560	13,560	13,560	13,560	13,560	-	167,045	162,608	(4,438)
5812	District Oversight Fee	-	-	3,102	4,408	4,408	4,558	4,408	4,408	5,281	4,538	4,538	4,538	8,855	53,042	53,042	-
5813	County Fees	-	2,343	-	2,600	-	-	2,600	-	-	2,600	-	-	2,600	12,743	10,400	(2,343)
5814	SPED Encroachment	-	-	742	1,336	1,336	1,336	1,336	1,336	1,647	1,647	1,647	1,647	3,245	17,257	17,257	-
5815	Public Relations/Recruitment	-	-	800	800	800	800	800	800	800	800	800	800	-	8,000	9,600	1,600
		56,587	60,482	51,837	69,317	66,363	66,515	56,030	59,754	59,891	61,747	59,147	59,147	14,700	741,518	719,703	(21,815)
Depreciation																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest																	
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenses		**435,696**	**485,785**	**573,103**	**590,937**	**585,299**	**585,467**	**581,678**	**631,618**	**620,465**	**620,644**	**618,044**	**897,567**	**14,700**	**7,241,002**	**7,287,167**	**46,165**
Monthly Surplus (Deficit)		**(200,038)**	**(252,003)**	**(188,305)**	**173,816**	**(52,765)**	**34,145**	**205,401**	**(99,085)**	**17,953**	**189,733**	**(62,212)**	**(342,286)**	**886,523**	**310,877**	**258,902**	**51,976**
															4.1%		
Cash Flow Adjustments																	
Monthly Surplus (Deficit)		(200,038)	(252,003)	(188,305)	173,816	(52,765)	34,145	205,401	(99,085)	17,953	189,733	(62,212)	(342,286)	886,523	310,877		
Cash flows from operating activities																	
	Depreciation/Amortization	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Public Funding Receivables	632,314	-	-	161,134	-	-	646,340	-	-	-	-	-	(901,223)	538,565		
	Grants and Contributions Rec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Due To/From Related Parties	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Prepaid Expenses	164,743	(43,586)	-	-	-	-	-	-	-	-	-	-	-	121,157		
	Other Assets	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Accounts Payable	(91,039)	113	-	-	-	-	-	-	-	-	-	-	14,700	(76,226)		
	Accrued Expenses	(284,341)	35,280	-	-	-	-	-	-	-	-	-	-	-	(249,061)		
	Other Liabilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Deferred Revenue	4,641	4,641	-	-	-	-	-	-	-	-	-	-	-	9,282		
Cash flows from investing activities																	
	Purchases of Prop. And Equip.	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Notes Receivable	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Cash flows from financing activities																	
	Proceeds from Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Payments on Factoring	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Proceeds(Payments) on Debt	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Change in Cash		226,280	(255,555)	(188,305)	334,950	(52,765)	34,145	851,742	(99,085)	17,953	189,733	(62,212)	(342,286)				
Cash, Beginning of Month		2,372,639	2,598,919	2,343,364	2,155,059	2,490,010	2,437,245	2,471,389	3,323,131	3,224,046	3,241,999	3,431,732	3,369,520				
Cash, End of Month		**2,598,919**	**2,343,364**	**2,155,059**	**2,490,010**	**2,437,245**	**2,471,389**	**3,323,131**	**3,224,046**	**3,241,999**	**3,431,732**	**3,369,520**	**3,027,234**				

Cert.	Instr.
56.5%	80.0%
1,245,516	1,717

Pupil:Teacher Ratio		
17.30	:	1

Days Cash
118

as of 8/30/26

Motivated Youth Academy

Budget vs Actual

For the period ended August 31, 2026

CHARTER IMPACT

	Current Period Actual	Current Period Budget	Current Period Variance	Current Year Actual	YTD Budget	YTD Budget Variance	Total Budget
Revenue							
State Aid - Revenue Limit							
8011 - LCFF Revenue	231,523	239,245	231,523	463,046	239,245	223,801	5,047,005
8012 - Economic Protection Account Funding	0	0	0	0	0	0	66,780
8096 - In Lieu of Property Taxes	0	44,357	0	0	44,357	(44,357)	779,778
Total State Aid - Revenue Limit	231,523	283,602	231,523	463,046	283,602	179,444	5,893,563
Federal Revenue							
8181 - Federal Special Education - IDEA	0	0	0	0	0	0	45,640
8290 - Title I, Part A - Basic Low Income	0	0	0	0	0	0	61,951
8291 - Title II, Part A - Teacher Quality	0	0	0	0	0	0	7,780
8296 - Other Federal Revenue	0	0	0	0	0	0	764,028
Total Federal Revenue	0	0	0	0	0	0	879,399
Other State Revenue							
8311 - State Special Education - AB602	0	21,210	0	0	21,210	(21,210)	447,426
8520 - State - Child Nutrition	0	0	0	0	0	0	20,012
8550 - State - Mandated Cost Reimbursement	0	0	0	0	0	0	18,085
8560 - State - State Lottery	0	0	0	0	0	0	90,821
8599 - State - Other State Revenue	0	1,085	0	0	1,085	(1,085)	189,754
Total Other State Revenue	0	22,295	0	0	22,295	(22,295)	766,098
Other Local Revenue							
8660 - Interest Revenue	2,259	167	2,259	6,394	333	6,060	2,000
8699 - School Fundraising	0	250	0	0	251	(250)	5,008
Total Other Local Revenue	2,259	417	2,259	6,394	584	5,810	7,008
Total Revenue	**233,782**	**306,314**	**233,782**	**469,440**	**306,481**	**162,959**	**7,546,068**
Expenses							
Certificated Salaries							
1100 - Certificated Teachers' Salaries	160,273	191,742	160,273	231,671	282,365	(50,694)	2,199,782
1175 - Certificated Teachers' Extra Duties/Stipends	2,098	4,644	2,098	2,939	6,061	(3,122)	50,500
1200 - Certificated Pupil Support Salaries	27,833	46,831	27,833	55,666	93,663	(37,997)	561,979
1300 - Certificated Supervisors' and Administrators' Salaries	26,851	26,670	26,851	53,702	53,340	361	320,042
Total Certificated Salaries	217,055	269,887	217,055	343,978	435,429	(91,452)	3,132,303
Classified Salaries							
2100 - Classified Instructional Salaries	19,109	41,252	19,109	41,449	72,239	(30,789)	484,750
2200 - Classified Support Salaries	18,930	36,177	18,930	31,286	72,356	(41,070)	434,134
2400 - Clerical, Technical, and Office Staff Salaries	31,133	4,999	31,133	38,134	9,996	28,138	59,978
2900 - Other Classified Salaries	5,074	0	5,074	5,378	0	5,378	0
Total Classified Salaries	74,246	82,428	74,246	116,247	154,591	(38,343)	978,862
Benefits							
3101 - State Teachers' Retirement System, certificated positions	41,192	51,548	41,192	65,307	83,167	(17,860)	598,270
3301 - OASDI/Medicare/Alternative, certificated positions	4,646	5,111	4,646	7,206	9,585	(2,379)	60,690
3311 - Medicare certificated positions	4,168	5,108	4,168	6,584	8,555	(1,971)	59,612
3401 - Health and Welfare Benefits, certificated positions	25,293	42,075	25,293	64,572	84,150	(19,578)	504,900
3501 - State Unemployment Insurance, certificated positions	544	1,678	544	752	3,356	(2,604)	33,562
3601 - Workers' Compensation Insurance, certificated positions	3,062	4,933	3,062	4,094	8,260	(4,167)	57,556
3901 - Other Benefits, certificated positions	2,750	4,194	2,750	3,927	7,024	(3,097)	48,943
Total Benefits	81,655	114,647	81,655	152,442	204,097	(51,656)	1,363,533
Books & Supplies							
4100 - Textbooks and Core Curricula Materials	0	500	0	0	1,000	(1,000)	6,000
4302 - School Supplies	0	19	0	0	20	(19)	26,231
4305 - Software	8,094	17,200	8,094	114,159	34,400	79,760	206,400
4310 - Office Expense	12,993	4,125	12,993	13,714	8,250	5,463	49,500
4311 - Business Meals	505	792	505	505	1,583	(1,078)	9,500
4400 - Noncapitalized Equipment	0	17	0	0	17	(17)	23,390
4700 - Food Services	0	1,667	0	0	3,335	(3,335)	20,012
Total Books & Supplies	21,592	24,320	21,592	128,378	48,605	79,774	341,033
Subagreement Services							
5102 - Special Education	0	5,042	0	0	10,084	(10,084)	60,500
5104 - Transportation	0	458	0	0	916	(916)	5,500
5106 - Other Educational Consultants	0	120	0	986	120	866	446,131
5107 - Instructional Services	0	375	0	0	750	(750)	4,500
Total Subagreement Services	0	5,995	0	986	11,870	(10,884)	516,631
Professional/Consulting Services							
5801 - IT	8,808	9,108	8,808	23,280	18,217	5,063	109,300
5802 - Audit and Tax	0	0	0	0	0	0	38,800
5803 - Legal	3,123	2,592	3,123	3,123	5,183	(2,060)	31,100
5804 - Professional Development	20,813	1,617	20,813	20,963	3,233	17,729	19,400
5805 - General Consulting	9,500	18,975	9,500	35,651	37,950	(2,298)	227,700
5806 - Special Activities	0	20	0	0	21	(21)	28,096
5807 - Bank Charges	61	67	61	152	133	19	800
5808 - Printing	0	458	0	0	917	(916)	5,500
5809 - Other Taxes and Fees	113	250	113	113	500	(387)	3,000
5810 - Payroll Service Fee	0	259	0	0	516	(517)	3,100
5811 - Management Fee	15,721	13,550	15,721	31,442	27,102	4,341	162,608
5812 - District Oversight Fee	0	2,553	0	0	2,552	(2,553)	53,042
5813 - LACOE Fees	2,343	0	2,343	2,344	0	2,344	10,400
5814 - SELPA Fees	0	742	0	0	743	(742)	17,257
5815 - Public Relations	0	800	0	0	1,600	(1,600)	9,600
Total Professional/Consulting Services	60,482	50,991	60,482	117,068	98,667	18,402	719,703
Facilities, Repairs & Other Leases							
5601 - Rent	2,560	2,883	2,560	5,120	5,766	(647)	34,600
5602 - Additional Rent	(320)	167	(320)	15	333	(319)	2,000
5604 - Other Leases	320	350	320	320	700	(380)	4,200
Total Facilities, Repairs & Other Leases	2,560	3,400	2,560	5,455	6,799	(1,346)	40,800
Operations & Housekeeping							
5201 - Auto and Travel Expense	494	1,900	494	644	3,800	(3,156)	22,800
5300 - Dues & Memberships	20	1,367	20	15,991	2,734	13,258	16,400
5400 - Insurance	22,061	3,566	22,061	22,883	7,133	15,750	42,800
5516 - Miscellaneous Expense	0	292	0	0	583	(584)	3,500
5900 - Communications	5,192	8,450	5,192	16,965	16,900	65	101,400
5901 - Postage and Shipping	427	617	427	443	1,234	(789)	7,399
Total Operations & Housekeeping	28,194	16,192	28,194	56,926	32,384	24,544	194,299
Total Expenses	**485,784**	**567,860**	**485,784**	**921,480**	**992,442**	**(70,961)**	**7,287,164**
Change in Net Assets	**(252,002)**			**(452,041)**			
Net Assets, Beginning of Period	**2,462,395.52**			**2,662,434.19**			
Net Assets, End of Period	**$ 2,210,393**			**$ 2,210,393**			

Motivated Youth Academy

Statement of Financial Position

For the period ended August 31, 2026

	Current Balance	Beginning Balance	YTD Change	YTD % Change
Assets				
Current Assets				
Cash & Cash Equivalents	$ 2,343,364	$ 2,372,639	$ (29,275)	(1) %
Accounts Receivable	850	851	0	0 %
Public Funding Receivables	633,774	1,266,087	(632,314)	(50) %
Prepaid Expenses	46,621	167,778	(121,156)	(72) %
Total Current Assets	3,024,609	3,807,355	(782,745)	(21) %
Total Assets	**$ 3,024,609**	**$ 3,807,355**	**$ (782,745)**	**(21) %**
Liabilities				
Current Liabilities				
Accounts Payable	$ (177)	$ 90,749	$ (90,926)	(100) %
Accrued Liabilities	187,823	436,883	(249,061)	(57) %
Deferred Revenue	626,570	617,288	9,283	2 %
Total Current Liabilities	814,216	1,144,920	(330,705)	(29) %
Total Liabilities	**814,216**	**1,144,920**	**(330,705)**	**(29) %**
Net Asset	**(2,210,393)**	**(2,662,434)**	**904,082**	**(34) %**
Liabilities & Net Assets	**$ 3,024,609**	**$ 3,807,355**	**$ (1,234,786)**	**(32) %**

Motivated Youth Academy

Statement of Cash Flows

For the period ended August 31, 2026

	Month Ending 08/31/2026	Year To Date 08/31/2026
Cash Flows from Operating Activites		
Change in Net Assets	$ (252,002)	$ (452,041)
(Increase) Decrease in Operating Assets		
Public Funding Receivables	0	632,314
Prepaid Expenses	(43,586)	121,156
Increase (Decrease) in Operating Liabilities		
Accounts Payable	113	(90,926)
Accrued Expenses	35,280	(249,060)
Deferred Revenue	4,641	9,282
Total Cash Flows from Operating Activites	**(255,554)**	**(29,275)**
Change in Cash and Cash Equivalents	**255,554**	**29,275**
Cash & Cash Equivalents, Beginning of Period	**2,598,918**	**2,372,639**
Cash & Cash Equivalents, End of Period	**$ 2,343,364**	**$ 2,343,364**

Motivated Youth Academy

Check Register

For the period ended August 31, 2026

CHARTER IMPACT

Check Number	Vendor	Transaction Description	Check Date	Check Amount
21373	Instructure, Inc.	Transcript Svcs - 08/01/26 - 07/31/27	08/05/2026	$ 1,114.05
21374	2026 CSDC Conference Registration	Professional Development - Bill Dobson	08/12/2026	775.00
21375	Land's End Business Outfitters	Custom Polos - Set Up Fee	08/12/2026	6,847.89
21376	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 07/26	08/12/2026	3,123.00
21377	Wright Specialty Premium Trust	Commercial Auto Insurance - 07/01/26 - 03/01/27	08/12/2026	22,031.00
21378	California Schools VEBA	Insurance Svcs - Employee Benefits - 08/26	08/17/2026	31,248.84
21379	Acacia HR Solutions	Consulting Svcs - 06/26	08/20/2026	1,275.00
21380	Fully Promoted EmbroidMe La Mesa	Office Supplies	08/20/2026	1,690.53
21381	Gallagher Benefit Services, Inc	FSA - 08/26	08/20/2026	30.00
21382	Land's End Business Outfitters	Staff Shirts	08/20/2026	43.67
21383	SchoolsFirst Plan Administration LLC	457b Contributions PR08/10/26	08/20/2026	462.16
21384	Burlington English Inc.	Core Curricula License (50) - 08/01/26 - 07/31/27	08/20/2026	4,800.00
21385	TripLog, Inc.	TripLog License (42 Users) - 08/03/26 - 09/02/26	08/20/2026	630.00
21386	TripLog, Inc.	TripLog License (42 Users) - 08/03/26 - 09/02/26	08/21/2026	630.00
21387	2026 CSDC Conference Registration	Professional Development - Tova Hensley	08/27/2026	675.00
21388	Acacia HR Solutions	Services for September 2026	08/27/2026	5,100.00
21389	California Schools VEBA	Insurance Svcs - Employee Benefits - 09/26	08/27/2026	43,337.82
21390	Crestline Specialties, Inc.	Office Supplies - Staff Backpacks - FY 26-27	08/27/2026	1,637.82
21391	MarshMcLennan Agency	Workers Comp. - 07/01/26 - 07/01/27 - (2/10)	08/27/2026	3,062.00
21392	Securian Life Insurance Company	Life Ins - 09/26	08/27/2026	778.49
21393	SchoolsFirst Plan Administration LLC	457b Contributions PR082626 (8/1-8/15 & 8/16-8/31)	08/27/2026	2,031.06
21394	SchoolsFirst Plan Administration LLC	403b Contributions PR082626 (8/1-8/15)	08/27/2026	1,150.00
322271620000483	Peter Matz	Stipend - 08/26	08/05/2026	700.00
322271620000484	Larry Albert Alvarado	Stipend - 08/26	08/05/2026	700.00
322271620000485	Michael P. Humphrey	Stipend - 08/26	08/05/2026	1,150.00
322271620000486	William W. Hall	Additional Board Evaluation Stipend - 08/26	08/05/2026	1,150.00
322271620000487	Steve Fraire	Stipend - 08/26	08/05/2026	700.00
322271620000488	Charter Impact LLC	Business Mgmt Svcs - 08/26	08/05/2026	15,721.00
322271620000489	Alpha Vision Computers, Inc.	Backupify G-Suite - 07/26	08/12/2026	140.00
322271620000490	JD Learning Partners	Professional Development - Invoice 1 of 4	08/12/2026	17,500.00
322271620000491	R&B Communications	Communications Svcs - 07/26	08/20/2026	709.00
322271620000492	Alpha Vision Computers, Inc.	Cybersecurity Meeting - 08/10/26	08/20/2026	125.00
322271620000493	Keyn Group, LLC	Office Supplies	08/24/2026	9,663.14
322271620000494	Scenario Learning LLC	Employee Safety & Compliance Training - 26/27	08/27/2026	900.00
322271620000495	Amazon Capital Services	Office Supplies	08/27/2026	246.03
ACH	Chase	Service Charges - 07/26	08/05/2026	25.90
ACH	Inova	Federal & State Tax Payments for Pay Date 081026	08/07/2026	5,191.81
ACH	Chase	Chase Ink CC# 0904 Payment	08/10/2026	9,264.07
ACH	Verizon Wireless	Communication Svcs - 07/12/26 - 08/11/26	08/17/2026	4,252.54
ACH	Chase	Chase Ink CC# 0904 Payment	08/17/2026	5,067.27
ACH	Verizon Wireless	Communication Svcs - 07/06/26 - 08/05/26	08/24/2026	230.22
ACH	Inova	Federal & State Tax Payments for Pay Date 082626	08/26/2026	46,901.46
Voided - 21385	Void	Void	08/21/2026	Void
		Total Disbursements in August		**$ 252,810.77**

Motivated Youth Academy

Accounts Payable Aging

For the period ended August 31, 2026

Vendor Name	Invoice/Credit Number	Date Due	Current	1 - 30 Days Past Due	31 - 60 Days Past Due	61 - 90 Days Past Due	Over 90 Days Past Due	Total
NCS Pearson Inc	150099	10/30/2024	$ -	$ -	$ -	$ -	$ (290)	$ (290)
State of California Department of Ju	068223	09/30/2026	113	-	-	-	-	113
Total Outstanding Invoices			**$ 113**	**$ -**	**$ -**	**$ -**	**$ (290)**	**$ (177)**

Coversheet

Consent - Business/Financial Services

Section: VIII. Consent
Item: A. Consent - Business/Financial Services
Purpose: Vote
Submitted by: Becky Robinson
Related Material:
Check Register-September 2026.pdf
Edwards, Stevens & Tucker Legal and Consultant Services Agreement (Renewal).pdf
Aug 2026-July 2027 GoGuardian Beacon (Training).pdf
Nov 2026-June 2028 GoGuardian Beacon-Core (Renewal).pdf
Jan 2027-June 2027 Regus Premier Office Space Lease Agreement (Renewal).pdf

BACKGROUND:

1. The **September 2026 Check Register** tracks the day-to-day cash flow and provides the necessary operational transparency required by state laws, authorizers, and public auditors.

2. **Edwards, Stevens and Tucker** (EST) is a California law firm serving public agencies, school districts, charter schools and other public-sector organizations. The firm provides legal guidance designed to help public organizations address complex issues, remain focused on their missions and meet their legal and governance responsibilities. For MYA, legal counsel can play an important role in helping the governing board and administration navigate issues involving governance, employment, education law, compliance, contracts, public meetings and other matters that arise in operating a public school. EST emphasizes a client-service model in which MYA will have direct access to the firm's legal team and receive timely responses to questions and emerging issues. The firm's stated approach is intended to help boards and administrators obtain practical legal guidance efficiently so they can remain focused on serving students and the public. Services are billed hourly, from $110 to $425 per hour depending on staff level, plus reimbursement of necessary expenses, and the firm will send itemized monthly statements payable within 30 days. The agreement does not have an end date. It remains in effect until either party ends it with at least 30 days' written notice.

3. Board approval is requested for the purchase of professional product training services from **GoGuardian and Pear Deck Learning**, for the 2026-2027 school year. These trainings will prepare MYA to use an integrated suite of solutions designed to safeguard students from digital threats, support their mental well-being, and enhance physical well being. It will empower MYA with proactive tools that foster a safer learning environment. The attached order form provides for one hour of live virtual training designed to provide administrators or teachers with an overview of product functionality and may be utilized as part of a train-the-trainer program. The training service is scheduled for August 1, 2026, through July 31, 2027, at a total cost of $500.00. These professional training services will support staff in effectively utilizing the GoGuardian platform.

4. **GoGuardian Beacon - Core** services monitors online activity on school-managed devices/accounts, including web searches, browsing, email, web applications and other online activity. GoGuardian has also added Google Docs API coverage in 2026. The attached order form

provides for 250 licenses for the subscription period of November 1, 2026, through June 30, 2028, at a total cost of $2,780.00. The renewal will support the continued availability of the GoGuardian Beacon - Core platform for the school. Payment terms require the applicable subscription fees to be paid in full in advance of the subscription term. Board approval is requested to authorize the renewal of these services in accordance with the attached order form.

5. **Regus** delivers global office space and services to help MYA scale wherever the school needs. The attached Office Space Lease Agreement provides for the continued use of the office space located at the Regus Corporate Plaza, 500 La Terraza Blvd. Suite #150, Escondido, CA and related workplace services for the period of January 1, 2027, through June 30, 2027. The agreement establishes the terms and conditions governing the use of the office space, including service fees, payment obligations, access to the accommodation, and applicable renewal provisions. Renewal of this agreement will support the continued availability of office space for school operations.

RECOMMENDATION:

1. It is recommend the Board approve the August 2026 Check Register as submitted for Motivated Youth Academy (#1628).

Fiscal Impact: None

2. It is recommended that the Board approve the Edwards, Stevens & Tucker Legal and Consultant Services Agreement (Renewal).

Fiscal Impact: None at this time

3. It is recommended that the Board approve the August 2026–July 2027 GoGuardian Beacon training for Motivated Youth Academy (#1628).

Fiscal Impact: $500.00

4. It is recommended that the Board approve the renewal of the November 2026–June 2028 GoGuardian Beacon-Core for Motivated Youth Academy (#1628).

Fiscal Impact: $2,780.00

5. It is recommended that the Board approve the renewal of the January 2027-June 2027 Regus Premier Office Space Lease Agreement for Motivated Youth Academy (#1628).

Fiscal Impact: $16,155.00

Motivated Youth Academy

Check Register

For the period ended September 31,2026

Check Number	Vendor	Transaction Description	Check Date	Check Amount
21395	Acacia HR Solutions	Consulting Svcs - 09/26	9/10/2026	$ 1,275.00
21396	Law Office of Young, Minney & Corr. LLP	Legal Svcs - 08/26	9/10/2026	7,793.50
21397	MarshMcLennan Agency	Workers Comp. - 07/01/26 - 07/01/27 - (3/10)	9/10/2026	804.00
21398	San Diego County Office of Education	Fingerprint Svcs - 07/26	9/10/2026	126.00
21399	SchoolsFirst Plan Administration LLC	457b Contributions PR09/10/26	9/11/2026	1,746.96
21400	Gallagher Benefit Services, Inc	FSA - 09/26	9/17/2026	30.00
21401	State of California Department of Justice	Fingerprint Svcs - 07/26	9/17/2026	113.00
21402	Acacia HR Solutions	Consulting Svcs - 10/26	9/23/2026	6,375.00
21403	Charter Schools Development Center	2026 Human Resource Academy - 10/13/26 - 10/14/26	9/23/2026	3,150.00
21404	SchoolsFirst Plan Administration LLC	457b Contribution Payment PR09/25/26	9/24/2026	2,736.72
21405	SchoolsFirst Plan Administration LLC	403b Contribution Payment PR09/25/26	9/24/2026	850.00
322271620000496	Amazon Capital Services	Office Supplies - Prime Membership	9/3/2026	814.58
322271620000497	Charter Impact LLC	Business Mgmt Svcs - 09/26	9/3/2026	15,721.00
322271620000498	R&B Communications	Communications Svcs - 06/01/26 - 06/30/26	9/10/2026	1,418.00
322271620000499	Michael P. Humphrey	Stipend -	9/10/2026	1,150.00
322271620000500	Larry Albert Alvarado	Stipend -	9/10/2026	700.00
322271620000501	William W. Hall	Stipend -	9/10/2026	1,150.00
322271620000502	Peter Matz	Stipend -	9/10/2026	700.00
322271620000503	Steve Fraire	Stipend	9/10/2026	700.00
322271620000504	Alpha Vision Computers, Inc.	Backupify G-Suite - 09/26	9/10/2026	70.00
322271620000505	Keyn Group, LLC	IT Svcs - 10/26	9/17/2026	7,824.50
322271620000506	JD Learning Partners	2026 Kick Off Meeting	9/23/2026	18,666.82
322271620000507	Alpha Vision Computers, Inc.	Research Meeting - 09/17/26	9/23/2026	125.00
322271620000508	GHA Technologies, Inc.	Chromebook Recycling Fee	9/25/2026	400.00
E090326-01	Chase	Service Charges - 08/26	9/3/2026	25.90
E090926-01	Inova	Direct Deposit for Pay Date 091026	9/9/2026	33,596.83
E090926-02	Inova	Federal & State Tax Payments for Pay Date 091026	9/9/2026	10,836.22
		Total Disbursements in September		**$ 118,899.03**

AGREEMENT FOR THE PROVISION OF LEGAL SERVICES BY EDWARDS, STEVENS & TUCKER LLP

THIS AGREEMENT is made and entered into this 1st day of October, 2026, by and between the Motivated Youth Academy, a California public charter school, hereinafter called "CLIENT," and EDWARDS, STEVENS & TUCKER LLP, hereinafter called "ATTORNEYS."

In consideration of the promises and the mutual agreements contained in this Agreement for the Provision of Legal Services, CLIENT and ATTORNEYS agree as follows:

ATTORNEYS agree to provide the following professional services upon request:

1. Represent and advise CLIENT on those aspects of law as directed by the CLIENT;

2. Prepare legal opinions regarding statutes, court decisions, legislation, and other legal issues;

3. Represent the CLIENT before the courts, and other legal and administrative agencies;

4. Assist CLIENT in legal matters relating to administration of the CLIENT;

5. Perform such other duties as may be assigned by CLIENT in meeting its obligations under the law; and

6. Other duties as assigned by CLIENT and acceptable to ATTORNEYS.

ATTORNEYS shall provide those legal services reasonably required to represent CLIENT in these matters. ATTORNEYS shall also take reasonable steps to keep the CLIENT informed of significant developments and respond to the CLIENT's inquiries. CLIENT shall be truthful with ATTORNEYS, cooperate with ATTORNEYS, keep ATTORNEYS informed of developments, and perform the obligations it has agreed to perform under this Agreement. This Agreement shall continue in effect at CLIENT's option unless terminated in writing with at least 30 days advance notice.

CLIENT agrees to pay ATTORNEYS the following rates for legal services performed with no cap on the number of hours to be provided at these rates:

- Partners $325.00 - $425.00/hr.
- Associate Attorneys $250.00 - $325.00/hr.
- Of Counsel/Senior Counsel $275.00 - $375.00/hr.
- Law Clerk/Paralegal $185.00 - $225.00/hr.
- Administrative Assistant $110.00 - $150.00/hr.

Powered by BoardOnTrack

CLIENT will be billed in minimum increments of one-tenth (0.1) of an hour at ATTORNEYS' prevailing rates for all time spent on CLIENT's matters at a minimum of three-tenths (0.3) of an hour for any work performed in one business day.

ATTORNEYS will notify CLIENT at least 30 days in advance of any changes to the above rate structure or increases outside of the above rate structure. CLIENT agrees that it will pay ATTORNEYS any increase in their hourly rates. Agreements for legal fees other than the current hourly basis may be made by mutual written agreement for special projects.

CLIENT further agrees to reimburse ATTORNEYS for actual and necessary expenses and costs with respect to providing legal services, including but not limited to costs of mileage, lodging and travel expenses (including travel time), copying and facsimile transmissions, serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrator's fees, court reporter's fees, jury fees, witness fees, investigation expenses, overnight delivery costs, costs of computer research outside of standard databases, consultant's fees and expert witness fees.

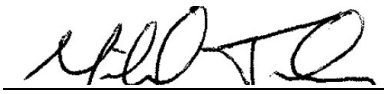
ATTORNEYS shall send CLIENT a statement for fees and costs incurred every calendar month. ATTORNEYS' statements shall: (1) clearly state the hourly rate; (2) the hours billed; and (3) provide a thorough description of the work performed. CLIENT shall pay ATTORNEYS' statements within 30 days of each statement's date.

It is expressly understood and agreed to by both parties that ATTORNEYS, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the CLIENT. Nevertheless, CLIENT agrees that it shall provide ATTORNEYS with a defense and indemnification for any and all acts undertaken by ATTORNEYS on CLIENTS behalf to the extent ATTORNEYS would be entitled to such indemnity and defense if ATTORNEYS or its staff were employed by CLIENT.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for the provision of legal services.

_____ Date:_____

Bill Dobson, Director
Motivated Youth Academy



Date: October 1, 2026

Michael Tucker, Partner
Edwards, Stevens & Tucker LLP

ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

Primary Contact
Bill Dobson
Superintendent
bdobson@myacademy.org
(619) 343-2048

QUOTE #	**Q-554033**
Created Date	7/9/2026
Contract Start Date	8/1/2026
Contract End Date	7/31/2027
Quote Term	Net 30

Ship To
Motivated Youth Academy (CA)
3291 Buckman Springs Rd
Pine Valley, California 91962-4003
United States
(619) 343-2048
bdobson@myacademy.org

Quote is valid 90 days from the created date above

Bill To
Motivated Youth Academy (CA)
500 LaTerraza Blvd #150
Escondido, California 92025
United States

Prepared By:
James Boyd
jboyd@goguardian.com

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula and https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
1	ProServ-PT1Y-000001	Professional Product Training: One-hour, live virtual overview of product functionality for Admin users or teacher users. Commonly used for train-the-trainer programs.	8/1/2026	7/31/2027	$500.00	$500.00
				TOTAL (USD):		$500.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."
AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Authorized Representative: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Accounts Payable Name: _____

Accounts Payable Email: _____

If paying by purchase order, your PO must have:
1. PO Number
2. Bill to information
3. The products being purchased
4. Quote or quote number matching your purchase order
5. Total dollar amount

ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

Primary Contact

QUOTE #	**Q-542280**
Created Date	9/17/2026
Contract Start Date	11/1/2026
Contract End Date	6/30/2028
Quote Term	Net 30

Ship To
Motivated Youth Academy (CA)
500 La Terraza Blvd. #150
Escondido, California 92025
United States

Quote is valid 90 days from the created date above

Bill To
Motivated Youth Academy (CA)
500 LaTerraza Blvd #150
Escondido, California 92025
United States

Prepared By:
James Boyd
jboyd@goguardian.com

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at https://www.goguardian.com/policies/eula and https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
250	GG-BCN2Y-000001	GoGuardian Beacon - Core	11/1/2026	6/30/2028	$11.12	$2,780.00
				TOTAL (USD):		$2,780.00

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."
AZ/HI/SC/WA Customers: Sales tax will be added to the Fees quoted above.

ORDER FORM

Liminex, Inc.
dba GoGuardian and Pear Deck Learning
8605 Santa Monica Blvd #996559
West Hollywood, California 90069-4109
United States

RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Authorized Representative: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Accounts Payable Name: _____

Accounts Payable Email: _____

If paying by purchase order, your PO must have:
1. PO Number
2. Bill to information
3. The products being purchased
4. Quote or quote number matching your purchase order
5. Total dollar amount

IWG International Workplace Group

Regus · SPACES. · HQ · Signature by Regus · No18

RENEWAL SERVICE AGREEMENT

AGREEMENT DATE : SEPTEMBER 30, 2026

BUSINESS CENTER ADDRESS:
Regus
CA, Escondido - La Terraza Corporate Plaza
500 La Terraza Blvd.
Suite 150
Escondido
California
92025
United States of America

CLIENT ADDRESS (NOT A BUSINESS CENTER ADDRESS):	
Company Name	Motivated Youth Academy
Contact Name	Kierra Matchette
Address *	500 La Terraza Blvd Suite 150
City *	Escondido
State/ County/ Province/ Municipality/ Governorate *	California
Post Code *	92025
Country *	United States of America
Phone number *	United States of America +1 619-504-9994
Email *	kmatchette@myacademy.org

RENEWAL PAYMENT DETAILS (EXCLUDING TAX AND OPTIONAL SERVICES)

Office Number	Number of People	Total Monthly Office Price	Discount for Longer Term	One-time Special Discount	Total Monthly Discount	Discounted Monthly Renewal Price
147	2	$ 3,188.50	$ 496.00	$ 44.60	$ 540.60	**$ 2,647.90**
TOTALS	**2**	**$ 3,188.50**	**$ 496.00**	**$ 44.60**	**$ 540.60**	**$ 2,647.90**

SERVICE PROVISION:	Start Date	January 1, 2027	End Date*	June 30, 2027

COMMENTS:

* All agreements end on the last calendar day of the month. More info

- Invoices/Fees are charged on a monthly basis which is calculated based on a 30-day month. More info
- A refundable service retainer equivalent to 2 x monthly office fee will be payable. More info

Promotion: Any promotion or discount is for the initial term of the agreement.

TERMS AND CONDITIONS

We are Regus Management Group, LLC, please click the link below for terms and conditions.

AGREEMENT TO ARBITRATE/CLASS ACTION WAIVER: YOU AND WE MUTUALLY AGREE TO WAIVE OUR RESPECTIVE RIGHTS TO RESOLVE DISPUTES IN A COURT OF LAW BY A JUDGE OR JURY AND AGREE TO RESOLVE ANY DISPUTE BETWEEN US BY BINDING ARBITRATION, except as expressly provided in this paragraph. Any dispute or claim relating in any way or arising out of this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association in accord with its Commercial Arbitration Rules (available at www.adr.org), except that You or We may assert claims in small claims court and We may pursue a court action to remove You if You do not leave when this Agreement terminates (and You may pursue a court action to prevent Your removal). The arbitrator, and not a court of law, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this agreement to arbitrate, and shall conduct the arbitration on an individual basis only and not as a class or representative action. You and We acknowledge that this Agreement is governed by the Federal Arbitration Act and will survive after this Agreement terminates or your relationship with Us ends.

CLASS ACTION WAIVER: YOU UNDERSTAND AND AGREE THAT YOU AND WE MAY EACH BRING CLAIMS AGAINST THE OTHER, WHETHER IN COURT OR ARBITRATION, ONLY IN AN INDIVIDUAL CAPACITY AND NOT ON A CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE BASIS, AND EXPRESSLY WAIVE THE RIGHT TO PURSUE OR HAVE A DISPUTE RESOLVED AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING.

PDF Download the terms and conditions

PDF Download the house rules

This website is secure. Your personal details are protected at all times.

Print Agreement

CONFIRMATION NO : R-3926929

IF YOU NEED ASSISTANCE CALL OUR HELPLINE ON +1-855-400-3575

Copyright © 2021, IWG Group Companies. All rights reserved. Reproduction in whole or in part in any form or medium without express written permission of IWG Group Companies is prohibited. Powered by BoardOnTrack

These General Terms and Conditions apply to Offices/coworking, Virtual Office Membership and workplace recovery agreements for Services We supply to You.

1. General Agreement

1.1. Nature of an agreement: At all times, each Center remains in Our possession and control. YOU ACCEPT THAT AN AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE, OR OTHER REAL PROPERTY INTEREST IN YOUR FAVOR WITH RESPECT TO THE ACCOMMODATION.

1.2. House Rules: The House Rules, which are incorporated into these terms and conditions, are primarily in place and enforced to ensure that all clients have a professional environment to work in.

1.3. Company and Contact Information: It is Your responsibility to keep the information and key contact information We use to communicate with You up to date through the App or Online Account (or other customer portal as advised to you from time to time). This includes but is not limited to email addresses, phone numbers, company address, Tax/VAT and registration details as locally applicable. Your contact address details must be a legitimate business address or residential address of the primary contact; it must not be an IWG Center address (or other business center address).

1.4. Availability at the start of an agreement: If for any unfortunate reason We cannot provide the virtual office services or Offices/coworking accommodation in the Center stated in an agreement by the start date, We will have no liability to You for any loss or damage, but You may either move to one of Our other Center (subject to availability), delay the start of the agreement or cancel it.

1.5. **AUTOMATIC RENEWAL:** SO THAT WE CAN MANAGE YOUR Services EFFECTIVELY AND TO ENSURE SEAMLESS CONTINUITY OF THOSE Services, ALL AGREEMENTS WILL RENEW AUTOMATICALLY FOR SUCCESSIVE PERIODS EQUAL TO THE CURRENT TERM UNTIL BROUGHT TO AN END BY YOU OR US. ALL PERIODS SHALL RUN TO THE LAST DAY OF THE MONTH IN WHICH THEY WOULD OTHERWISE EXPIRE. THE FEES ON ANY RENEWAL WILL BE AT THE THEN PREVAILING MARKET RATE, AND FOR CLARITY, MONTH TO MONTH AGREEMENTS RENEW EVERY MONTH AND ARE SUBJECT TO A CHANGE IN FEES ON EACH RENEWAL. IF YOU DO NOT WISH FOR AN AGREEMENT TO RENEW THEN YOU CAN CANCEL IT EASILY WITH EFFECT FROM THE END DATE STATED IN THE AGREEMENT, OR AT THE END OF ANY EXTENSION OR RENEWAL PERIOD, BY GIVING US PRIOR NOTICE. NOTICE MUST BE GIVEN THROUGH YOUR ONLINE ACCOUNT OR THROUGH THE app. THE NOTICE PERIODS REQUIRED ARE AS FOLLOWS:

Term	Notice Period
Month-to-Month	no less than 1 months' notice from the 1st day of any calendar month
3 months	no less than 2 months' notice prior to the end of the term
More than 3 months	no less than 3 months' notice prior to the end of the term

1.6. We may elect not to renew an agreement. If so, We will inform You by email, through the App or Your online account, according to the same notice periods specified above.

1.7. If the Center is no longer available: In the event that We are permanently unable to provide the services and accommodation at the Center stated in an agreement, We will offer You accommodation in one of Our other centers. In the unlikely event We are unable to find a nearby alternative accommodation, Your agreement will end, and You will only have to pay monthly fees up to that date and for any additional services You have used.

1.8. Ending an agreement immediately: We may terminate an agreement immediately by giving You notice if (a) You become insolvent or bankrupt; or (b) You breach one of your obligations which cannot be put right, or which We have given You notice to put right and which You have failed to put right within 14 days of that notice; or (c) Your conduct, or that of someone at the Center with Your permission or invitation, is incompatible with ordinary office use and, (i) that conduct continues despite You having been given notice, or (ii) that conduct is material enough (in Our reasonable opinion) to warrant immediate termination; or (d) You are in breach of the "Compliance With Law" clause below. If We terminate an agreement for any of the reasons referred to in this clause You must, within 30 days of the date of Our notice of termination, pay Us as a lump sum payment all sums that would otherwise have fallen due and payable by you during the remainder of the period for which Your agreement would have lasted if We had not terminated it. You agree that this payment reflects a reasonable estimate of the actual damages that We will sustain in the event of an early termination.

© IWG plc 2026

1.9. When an Office agreement ends: When an agreement ends You must vacate Your accommodation immediately, leaving it in the same state and condition as it was when You took it. If You leave any property in the Center, We may dispose of it at Your cost in any way We choose without owing You any responsibility for it or any proceeds of sale. If You continue to use the accommodation when an agreement has ended, You are responsible for any loss, claim or liability We may incur as a result of Your failure to vacate on time.

1.10. Transferability: Subject to availability (which shall be determined in Our sole discretion) You may transfer Your agreement to alternative accommodation in the IWG network of Centers provided that Your financial commitment remains the same (or increases) and such transfer is not used to extend or renew an existing agreement. Such a transfer may require entry into a new agreement.

2. Use of the Centers:

2.1. Business Operations: You may not carry on a business that competes with Our business of providing serviced offices and flexible working. Our Services may not be re-sold, or otherwise assigned by You to any third party. You may not use Our name (or that of Our affiliates) in any way in connection with Your business. You are only permitted to use the address of a Center as Your registered office address if it is permitted by both law and if We have given You prior written consent (given the administration there is an additional fee chargeable for this service which can be found in the House Rules). You must only use the accommodation for office business purposes. If We decide that a request for any particular service is excessive, We reserve the right to charge an additional fee. In order to ensure that the Center provides a great working environment for all, We kindly ask you to limit any excessive visits by members of the public.

2.2. Accommodation

2.2.1. Alterations or Damage: You are liable for any damage caused by You or those in the Center with Your permission, whether express or implied, including but not limited to all employees, contractors and/or agents.

2.2.2. IT Installations: We take great pride in Our IT infrastructure and its upkeep and therefore You must not install any cabling, IT, or telecom connections without Our consent, which We may refuse in our absolute discretion. As a condition to Our consent, You must permit Us to oversee any installations (for example, IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation by other clients or Us or any landlord of the building. Fees for installation and de-installation will be at Your cost.

2.2.3. Use of the Accommodation: An agreement will list the accommodation We initially allocate for Your use. You will have a non-exclusive right to the rooms allocated to You. Where the accommodation is a coworking desk, this can only be used by one individual, it cannot be shared amongst multiple individuals. Occasionally to ensure the efficient running of the Center, We may need to allocate different accommodation (including re-allocation of a coworking desk) to You, but it will be of reasonably equivalent size, and We will notify You with respect to such different accommodation in advance.

2.2.4. Access to the Accommodation: To maintain a high level of service, We may need to enter Your accommodation and may do so at any time, including and without limitation, in an emergency, for cleaning and inspection or in order to resell the space if You have given notice to terminate. We will always endeavor to respect any of Your reasonable security procedures to protect the confidentiality of Your business.

2.2.5. Hybrid Working: You may use Your designated office for hybrid working (excluding Coworking desks). Hybrid working is defined as having more individuals registered with access to Your office than the specified maximum allowable occupants for that office at any one time. The management of individuals accessing your office is Your responsibility and should be managed through Your online account. At no time may the number of individuals working in Your accommodation exceed the maximum number of occupants allowed. A hybrid supplemental monthly fee will be payable by You for each individual registered above the maximum occupants allowed. This fee can be found in the House Rules.

2.3. Membership:

2.3.1. If You have subscribed to a Membership Agreement You will have entry access to all participating center worldwide within your membership tier during standard business working hours and subject to availability.

© IWG plc 2026

If You would like to stay after hours, please speak to the Community Team for instructions on, and availability of, after hours use.

2.3.2. Membership Usage: Usage is measured in whole days and unused days cannot be carried over to the following month. A membership is not intended to be a replacement for a full-time workspace and all workspaces must be cleared at the end of each day. You are solely responsible for Your belongings at the center at all times. We are not responsible for any Property that is left unattended. Should You use more than Your membership entitlement, We will charge You an additional usage fee. *Only Lounge Membership customers may bring in 1 guest free of charge (subject to fair usage)*. Any further guests will be required to purchase a day pass.

2.3.3. As a Member, You may not use any Center as Your business address without an accompanying office or virtual office agreement in place. Any use of the Center address in such a way will result in an automatic enrollment in the Virtual Office product for the same term as Your membership and You will be invoiced accordingly.

2.4. Workplace Recovery: The Workplace Recovery services are governed by these terms and conditions including, without limitation, Our liability to You and insurance. This service is detailed further in the Workplace Recovery Services Guide which is available upon request.

2.5. Compliance with Law: You must comply with all relevant laws and regulations in the conduct of Your business. You must not do anything that may interfere with the use of the Center by Us or by others (including but not limited to political campaigning or immoral activity), cause any nuisance or annoyance, or cause loss or damage to Us (including damage to reputation) or to the owner of any interest in the building. If We have been advised by any government authority or other legislative body that it has reasonable suspicion that You are conducting criminal activities from the Center, or You are or will become subject to any government sanctions, then We shall be entitled to terminate any and all of Your agreements with immediate effect. You acknowledge that any breach by You of this clause shall constitute a material default, entitling Us to terminate Your agreement without further notice.

2.6. Ethical Trading: Both We and You shall comply at all times with all relevant anti-slavery, anti-bribery, and anti-corruption laws.

2.7. Data Protection:

2.7.1. Each party shall comply with all applicable data protection legislation. The basis on which we will process Your personal data is set out in our privacy policies (available on our website at www.iwgplc.com/clientprivacypolicy.)

2.7.2. You acknowledge and accept that we may collect and process personal data concerning You and/or your personnel in the course of our agreement for services with you. Such personal data will be processed in accordance with our privacy policy. Where you provide this data to us, you will ensure that you have the necessary consents and notices in place to allow for this.

2.8. Employees: We will both have invested a great deal in training Our staff. Therefore, neither of us may knowingly solicit or offer employment to the other's staff employed in any Center (or for 3 months after they have left their employment). To recompense the other for staff training and investment costs, if either of us breaches this clause the breaching party will pay upon demand the other the equivalent of 6 months' salary of any employee concerned.

2.9. Confidentiality: The terms of an agreement are confidential. Neither of us may disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues for a period of 3 years after an agreement ends.

2.10. Assignment: An agreement is personal to You and cannot be transferred to anyone else without prior consent from Us unless such transfer is required by law. However, We will not unreasonably withhold our consent to assignment to an affiliate provided that You execute our standard form of assignment. We may transfer any agreement and any and all amounts payable by You under an agreement to any other member of Our group.

2.11. Applicable law: An agreement is interpreted and enforced in accordance with the law of the place where the Center is located other than in a few specific jurisdictions which are detailed in the House Rules. We and You

© IWG plc 2026

both accept the exclusive jurisdiction of the courts of that jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

2.12. Mail and Packages Handling: When either Your agreement or Business Continuity Services (if selected upon termination), comes to an end (inclusive of default termination), any mail and Packages received will not be held at the center nor returned to sender after the termination date. We may, at Our sole discretion, dispose of received mail or Packages without notice or any liability.

2.13. Our liability to You and Insurance

2.13.1 The extent of Our liability: To the maximum extent permitted by applicable law, We are not liable to You in respect of any loss or damage You suffer in connection with an agreement, including without limitation any loss or damage arising as a result of our failure to provide a service as a result of mechanical breakdown, strike, or other event outside of Our reasonable control otherwise, unless We have acted deliberately or have been negligent. In no event shall We be liable for any loss or damage until You provide written notice and give Us a reasonable time to put it right. If We are liable for failing to provide You with any service under an agreement, then, subject to the exclusions and limits set out immediately below, We will pay any actual and reasonable additional expense You have incurred in obtaining the same or similar service from elsewhere.

2.13.2 Your Insurance: It is Your responsibility to arrange insurance for property which You bring in to the Center, for any mail You send or receive and for Your own liability to your employees and to third parties. We strongly recommend that You put such insurance in place.

2.14. IT Services and Obligations: Whilst We have security internet protocols in place and strive to provide seamless internet connectivity, WE DO NOT MAKE ANY REPRESENTATION AND CANNOT GUARANTEE ANY MAINTAINED LEVEL OF CONNECTIVITY TO OUR NETWORK OR TO THE INTERNET, NOR THE LEVEL OF SECURITY OF IT INFORMATION AND DATA THAT YOU PLACE ON IT. You should adopt whatever security measures (such as encryption) You believe are appropriate to Your business. Your sole and exclusive remedy in relation to issues of reduced connectivity which are within Our reasonable control shall be for Us to rectify the issue within a reasonable time following notice from You to Us.

2.15. EXCLUSION OF CONSEQUENTIAL LOSSES: WE WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY TO YOU FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS. WE STRONGLY RECOMMEND THAT YOU INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

2.16. Financial limits to our liability: In all cases, our liability to You is subject to the following limits:

2.16.1 without limit for personal injury or death;

2.16.2 up to a maximum of GBP 1 million (or USD 1.5 million or EUR 1 million or other local equivalent) for any one event or series of connected events for damage to Your personal property; and

2.16.3 in respect of any other loss or damage, up to a maximum equal to 125% of the total fees paid between the date services under an agreement commenced and the date on which the claim in question arises; or if higher, for office agreements only, GBP 50,000 / USD 100,000 / EUR 66,000 (or local equivalent).

3. Fees

3.1. Service Retainer/Deposit: Your service retainer / deposit will be held by Us without generating interest as security for performance of all Your obligations under an agreement. All requests for the return must be made through Your online account or App after which the service retainer/deposit or any balance will be processed within 30 days to You once your agreement has ended and when You have settled Your account. We will deduct any outstanding fees and other costs due to Us before returning the balance to You. We will require You to pay an increased retainer if the monthly office or virtual office fee increases upon renewal, outstanding fees exceed the service retainer/deposit held and/or You frequently fail to pay invoices when due.

3.2. Taxes and duty charges: You agree to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which You are required to pay to any governmental authority (and, at Our request, You will provide to Us evidence of such payment) and (ii) any taxes paid by Us to any governmental authority that are

© IWG plc 2026

attributable to Your accommodation, where applicable, including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, duties or other documentary taxes and fees.

3.3. Payment: We are continually striving to reduce our environmental impact and support You in doing the same. Therefore, We will send all invoices electronically and You will make payments via an automatic payment method, one-off payment via Your online account or via an electronic funds transfer. If You do not set up an automatic form of payment, You will be charged a refundable payment retainer equal to one times your monthly product fee. For certain payment method, a transaction fee may be applied. Invoices are due and payable on the due date stated in them. Invoices will be issued, and payments collected either by Us directly or by any member of Our group of companies.

3.4. Late payment: If You do not pay fees when due, a fee will be charged on all overdue Balance. This fee will differ by country and is listed in the House Rules. If any part of an invoice is legitimately disputed, You shall give immediate written notice to Us, follow the requirements of the Disputes clause in the House Rules and pay the amount not in dispute by the due date or be subject to late fees. We also reserve the right to withhold Services (including for the avoidance of doubt, denying You access to the Center where applicable) while there are any outstanding fees and/or interest, or You are in breach of an agreement.

3.5. Insufficient Funds: Due to the additional administration We incur, You will pay a fee for any returned or declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.

3.6. Activation: An activation fee is payable in respect of each agreement You have with Us (including any new agreements entered into under clause 1.10 above). This fee covers the administrative cost of the client onboarding process and account setup. This fee is set out in each Local Services Agreement and is charged on a per occupant basis for Serviced Office and Coworking (dedicated desk), on a per location basis for Virtual Office, and on a per person basis for Membership. Further information is set out in the House Rules.

3.7. Indexation: If an agreement, continues for more than 12 months, We will increase the monthly fee on each anniversary of the start date in line with the relevant inflation rate detailed in the House Rules current at the time. If a country experiences high levels of inflation, indexation could be applied more frequently and is detailed in the House Rules current at the time.

3.8. Office Restoration: Upon Your departure or if You choose to relocate to a different room within a Center, We will charge a fixed office restoration service fee to cover normal cleaning and any costs incurred to return the accommodation to its original condition and state. This fee will differ by country and is listed in the House Rules. We reserve the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear.

3.9. Standard services: Monthly fees, plus applicable taxes, and any recurring services requested by You are payable monthly in advance. Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than one month, the fee will be applied on a daily basis.

3.10. Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, are payable monthly in arrears at our standard rates which may change from time to time and are available on request.

3.11. Additional Fees: If Your use of the accommodation or treatment of the accommodation requires Us to incur additional costs for the provision of nonstandard service(s), including but not limited to deep cleaning, unusual rubbish removal, pest remediation, or additional security, We reserve the right to charge You for the cost of these services plus an additional 30% administration fee

3.12. Discounts, Promotions and Offers: If You benefited from a special discount, promotion or offer, We will discontinue that discount, promotion or offer without notice if You materially breach Your agreement.

© IWG plc 2026

Coversheet

Consent - Education/Student Services

Section: VIII. Consent
Item: B. Consent - Education/Student Services
Purpose: Vote
Submitted by:
Related Material:
Student and Educational Rights Holder Handbook - Redlined - 2026.09.16.pdf
Student and Educational Rights Holder Handbook - For Board Approval - 2026.09.16.pdf
Aug 2026- July 2027 Goalbook Contract under SELPA License (Renewal).pdf
Sept 2026-Sept 2027 NCS Pearson Inc. License (Renewal).pdf
Sept 2026-Sept 2027 Cook Center for Human Connection (Renewal).pdf
Nov 2026-Nov 2027 Charter Schools Development Center (Renewal).pdf
Sept 2026 Memorandum of Understanding (MOU) with Urban League of San Diego County (ULSD C).pdf

BACKGROUND:

1. The **Student and Educational Rights Holder Handbook** is being revised to incorporate updates to the 2026–2027 school year and to ensure that the handbook accurately reflects current Motivated Youth Academy programs, procedures, student and educational rights holder information, and applicable legal requirements. The redlined revisions include updates to the handbook's organizational structure and terminology; revisions to admissions, enrollment, registration, and educational rights holder information; updates to graduation pathways and graduation requirements, including the 130-credit pathway; revisions to state testing, sexual health education, English Learner, foster and mobile youth, homeless student, and Section 504 information; updates to student health, welfare, and safety provisions; revisions to suicide prevention, mental health services, and postvention procedures; updates to student rights, conduct, complaint procedures, educational records, and Title IX-related information; and corresponding updates to contact information, links, policy references, and other handbook provisions. These revisions are intended to provide students and educational rights holders with current and comprehensive information regarding MY Academy's educational programs, services, rights, responsibilities, and procedures.

2. The attached agreement outlines the renewal of **Goalbook** services through the Sonoma County SELPA for the 2026–2027 school year. The agreement provides for a one-year term from August 1, 2026, through July 31, 2027, with individual user licenses available at a cost of $555 per user. The agreement also establishes provisions for adding or reassigning licenses during the contract term, with additional licenses billed on a prorated basis as applicable. Final user lists are due by August 31, 2026, with invoices issued in September 2026 and initial payment due by the end of October 2026. Approval of this renewal will allow the school to continue accessing Goalbook services for the 2026–2027 school year under the SELPA licensing agreement.

3. **NCS Pearson, Inc.** has provided a renewal quote for Motivated Youth Academy's Digital Assessment Library for Schools (DALS) for the 2026–2027 school year. The renewal includes 100 licenses for the DALS Schools Complete for Small Districts digital assessment library, along with access to the associated Q-global assessment portfolios, including Ability, Psychological, Academic, Developmental, Mental Health, SLP-OT-PT, and Screener portfolios. The quote

supports assessment resources for up to 71 Individualized Education Programs (IEPs) and reflects a total cost of $2,135.00 for the renewal period. Approval of this item will authorize the renewal of the NCS Pearson, Inc. license for the 2026–2027 school year.

4. The attached quote from the **Cook Center for Human Connection** outlines a renewal for Parent Coaching services for MY Academy. The agreement provides 1:1 Parent Coaching services, with any parent or caregiver in the district eligible to participate. The renewal is for a one-year term at a total cost of $5,500.00, with payment due upfront in accordance with the stated Net-30 terms.

5. **Charter Schools Development Center (CSDC)** provides an annual membership that offers charter school-related resources and support services. The attached invoice reflects the renewal of Motivated Youth Academy's CSDC membership for the period of November 24, 2026, through November 23, 2027. The annual membership fee is $1,385.00, with payment due October 18, 2026, under Net 30 terms. Approval is requested to renew the CSDC membership for the 2026–2027 membership term and authorize payment of the associated annual fee.

6. This Memorandum of Understanding (MOU) establishes a formal, collaborative partnership between Motivated Youth Academy and the **Urban League of San Diego County (ULSDC)**. Since 2014, MY Academy has operated as a WASC-accredited, flex-based California public charter school utilizing an Enriched Virtual model to serve traditional-age students and young adults who have experienced significant barriers to education. As a Dashboard Alternative School Status (DASS) institution, MY Academy specializes in providing personalized, one-on-one instruction to at-promise youth. Recognizing the shared mission to empower communities and support student outcomes, this partnership integrates MY Academy's individualized educational pathways with ULSDC's comprehensive community resources, including youth development, college and career readiness, housing, and wraparound social services.

RECOMMENDATION:

1. It is recommended that the Board approve the Student and Educational Rights Holder Handbook for Motivated Youth Academy (#1628).

Fiscal Impact: None

2. It is recommended that the Board approve the August 2026–July 2027 Goalbook services for Motivated Youth Academy (#1628).

Fiscal Impact: $555.00 per user x 1 Program Manager/ 4 Education Specialists at this time

3. It is recommended that the Board approve the September 2026–September 2027 NCS Pearson Inc. License for Motivated Youth Academy (#1628).

Fiscal Impact: $2,135.00

4. It is recommended that the Board approve the September 2026–September 2027 Cook Center for Human Connection for Motivated Youth Academy (#1628).

Fiscal Impact: $5,500.00

5. It is recommended that the Board approve the November 2026–November 2027 Charter Schools Development Center for Motivated Youth Academy (#1628).

Fiscal Impact: $1,385.00

6. It is recommended that the Board approve the September 2026 Memorandum of Understanding (MOU) between Urban League of San Diego County and Motivated Youth Academy (#1628).

Fiscal Impact: None

Motivated Youth Academy
Student and Educational Rights Holder Handbook

Motivated Youth Academy

500 La Terraza Blvd. Suite #150

Escondido, CA 92025

Main Office Line: (619) 343-2048

Email: info@myacademy.org

Website: myacademy.org

Table of Contents

General Information 1

About Motivated Youth Academy (MY Academy / MYA) 1
Mission Statement 2
Core Values 2
Vision Statement 2
Calendar 2026-27 Links 2

Admissions, Registration, and Enrollment 3

Applications 3
Enrollment Requirements 4
Registration 4
Advisory Councils 5
Attendance 5
Educational Rights Holder Liability for Student Conduct 6
Accepting High School Credits from Previous Schools 6
Transitional Kindergarten (TK)/Kinder Placement 6
Immigrant Pupils' Rights 6
Nondiscrimination Statement 7
Notice of Involuntary Removal Process 9
Work Permits 9
Terminology 10

Instructional Program 11

Academic Guidance 11
Availability of Prospectus 11
Cal Grant Program Notice 11
Concerns about your Learning Facilitator (LF) 11
Educational Rights Holders Portal in the Student Information System (SIS) 12
English Language Proficiency Assessments for California (ELPAC) 12
Email Group for Educational Rights Holders 12

Graduation Requirements 12
Pathways to Graduation 13
Local Assessments 15
Notice for Information Regarding Financial Aid 15
Physical Fitness Test 16
Sexual Health Education 16
State Testing 17
Student Grades 18
High School Transcript 18
Report Cards 18
Learning Facilitator Qualification Information 18
Technology 20
Western Association of Schools and Colleges ("WASC") Accreditation 20

Student Health, Welfare, & Safety 21
Animal Dissections 21
California Healthy Kids Survey 21
Child Abuse Reporting 21
Dangers of Synthetic Drugs 21
Employee Qualifications and Scope of Services 22
Firearm Safety Laws 23
Human Trafficking Prevention 25
Immunizations 25
Intervention and Emergency Procedures 27
Mental Health Services 29
Oral Health Assessment 31
Physical Examinations and Right to Refuse 31
Pregnant and Parenting Students 32
Responding After a Suicide Death (Postvention) 33
School Safety Plan 34
Staff Development 34

Student Identification (ID) Cards 36
Student Participation and Education 36
Suicide Prevention Policy 37
Supporting Students during or after a Mental Health Crisis 46
Surveys About Personal Beliefs 46
Tobacco-Free Schools 46
Universal Meals Program 47

Special Populations 48
Education of Foster and Mobile Youth 48
Education of Homeless Children and Youth 54
English Learners 59
Section 504 59
Special Education / Students with Disabilities 60

Student Rights, Conduct, & Complaint Procedures 61
Educational Records and Student Information 61
Professional Boundaries: Staff/Student Interaction Policy 66
School Search and Seizure 70
Student Freedom of Speech and Expression 70
Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy 71
Uniform Complaint Procedures (“UCP”) 88
Use of Student Information Learned from Social Media 97

Policy Appendix 98
Community Relations 98
Access to Public Records Policy 98
COVID-19 Safe Reopening and Operation of Schools Policy 98
School Sponsored Field Trips and Cultural Excursions Policy 98
Suicide Prevention Policy 98
Uniform Complaint Procedures Policy 98

Instruction 98
130 Credit Graduation Path Policy 98
Attendance Policy 98
Independent Study Policy 98
Comprehensive School Safety Plan 98
Comprehensive Sexual Health Education Policy 98
Education for Foster Youth Policy 98
Education for Homeless Children and Youth Policy 98
Local Assessments Policy 98
Mathematics Placement Policy 98
Section 504 - Policy, Procedures, and Educational Rights Holder Rights 98
Special Education Assessment Requests Policy 98
Special Education Certificate of Completion Policy 98
Special Education Independent Educational Evaluation Policy 98

Personnel Services 99
Mandated Reporter - Child Abuse Policy 99

Student Services 9599
Academic Integrity Policy 99
Acceleration Policy 99
Acceptable Use Policy 99
Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy 99
Communicable Contagious or Infectious Disease Prevention 99
Comprehensive Self-Harm and Suicide Policy and Procedures 99
Educational Records and Student Information Policy 99
Immunization Policy 99
Student Freedom of Speech and Expression Policy 99
Student Services Concepts and Roles 99
Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy 99
Transgender and Gender Nonconforming Student Nondiscrimination Policy 99
Transcripts from Non-Accredited Institutions Policy 99

Hello,

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

Sincerely,

Bill Dobson, Interim Director

Contact MY Academy

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

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

Website: https://myacademy.org

General Information

About Motivated Youth Academy (MYA)

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

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

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

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

MYA understands the importance of providing students with a personalized course of study, which is why every MYA student receives a Motivated Youth Personalized Learning Adventure Now ("MY Plan"). A student's MY Plan is developed based on their unique abilities, needs, and interests. MYA staff provides the support every student needs to identify their dreams and reach their goals. This is one of the many reasons students thrive at MYA—whether working from home, on the road, or anywhere their experiences and adventures take them.

Mission Statement

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

Core Values

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

Vision Statement

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

Calendar 2026-27 Links

You will find the MY Academy 2026-2027 School Calendars linked here and on the MY Academy website (https://www.myacademy.org/calendar/).

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

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

Track E Calendar

Track F Calendar

Track G Calendar

Admissions, Registration, and Enrollment

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

Applications

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

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

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

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

Prior to admission, all educational rights holders must agree to and sign the written agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the written agreement. Enrollment space will be based on need in the community and availability of qualified, trained credentialed learning facilitators to serve as the learning facilitator of record.

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

Enrollment Requirements

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

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

Registration

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

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

- Proof of residency
- Birth certificate or proof of birthdate (such as a statement by the local registrar or a county recorder certifying the date of birth, a baptism certificate duly attested, a passport, or an affidavit of the educational rights holder or custodian of the minor)
- Immunization record or this form indicating the educational rights holder is waiving vaccinations (Please see the list of recommended vaccinations under the Immunization section below. ~~Section E below~~. Proof of Tdap (whooping cough vaccination) and Varicella (chickenpox) - Two (2) doses – Students entering 7th-12th grades or this form waiving vaccinations.
- Health Exam – TK, Kindergarten, and 1st grade students and any student entering the public school system for the first time - or the signed form waiving this requirement. (See information below for the right to refuse.)
- Oral Health Exam – TK, kindergarten, and 1st grade students, and any student entering the public school system for the first time - or the signed form waiving this requirement.
- Transcripts – High school students only.

- Caregiver Authorization Affidavit – Only if the person enrolling student is not the parent or legal guardian.

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

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

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

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

Advisory Councils

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

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

Attendance

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

Educational Rights Holder Liability for Student Conduct

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

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

Accepting High School Credits from Previous Schools

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

Transitional Kindergarten (TK)/Kinder Placement

Transitional Kindergarten (TK): In 2026-27, children are eligible for TK if they have their fourth birthday on or before September 1, 2026. Kindergarten: Students must turn five on or before September 1 to enroll in kindergarten.

Immigrant Pupils' Rights

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

All children in California:

- Have the right to a free public education.
- Must be enrolled in school if they are between 6 and 18 years old.
- Have the right to attend safe, secure, and peaceful schools.
- Have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.

- Have equal opportunity to participate in any program or activity offered by the school without discrimination.

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

Nondiscrimination Statement

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

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

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

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

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

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability).

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

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

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

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

Notice of Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the educational rights holder of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's educational rights holder or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the

student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

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

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

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

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

Work Permits

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

Terminology

The following is a list of commonly used terms:

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

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

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

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

Independent Study Written Agreement ("WA") - This is an agreement between the school, the learning facilitator, the student, and the student's educational rights holder. It outlines the assigned coursework, methods of study, available resources, methods of evaluation, meetings, and board policies.

Instructional Program

Academic Guidance

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

Availability of Prospectus

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

Cal Grant Program Notice

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

GPAs will be reported to Cal Grant on October 1 in order to meet the October 1 submission deadline. Students wishing to opt-out must complete and submit the opt-out form by September 1. Should the Cal Grant GPA Opt-Out form not be received by the date stated on

the form, it is understood that the student has agreed to have their GPA submitted for Cal Grant consideration.

Cal Grant Opt GPA out form - English.pdf

Cal Grant GPA opt out form - Spanish.pdf

Concerns about your Learning Facilitator (LF)

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

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

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

English Language Proficiency Assessments for California (ELPAC)

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

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

For more information about the English Language Proficiency Assessments for California (ELPAC), visit https://www.elpac.org/ or email info@myacademy.org.

Email Group for Educational Rights Holders

One of the primary methods of communication to MYA students, families is through the MYA educational rights holders email group. Recipients receive time-sensitive communication, deadline reminders, and notifications. Educational rights holders must inform their LF via email if they would like to be included in the educational rights holders email group. Please notify the student's LF, if emails are not received within a week of enrolling.

Graduation Requirements

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

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

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

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

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

MYA awards 5 credits per course, per semester.

Pathways to Graduation

MY Academy offers multiple pathways to graduation. Students are eligible for graduation when all requirements have been met. (Note; 5 credits are earned for completion of a one semester class.)

210 Credit General Education Pathway

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

Life Science	10
Physical Science	10
College and Career	10
Physical Education	20
Electives	70
Career Technical Education, Foreign Language or Visual and Performing Arts	10
Total Credits	210

130 Credit Pathway (Board Policy 6130-MYA)

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

Upon review by the School Counselor and Administration, and according to California state law, eligible students may participate in the State required minimum credit pathway of 130 credits.

Eligible students include, but are not limited to:

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

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

Subject Area	Credits

English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
Physical Education	20
Career Technical Education, Foreign Language or Visual and Performing Arts	10
Total Credits	130

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

Local Assessments

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

Notice for Information Regarding Financial Aid

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

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

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

Physical Fitness Test

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

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

Sexual Health Education

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

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

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. An educational rights holder has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Educational rights holder shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test,

questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

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

State Testing

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

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

Students in grades 3-8 and grade 11 are required by the California Department of Education to complete the CAASPP assessments. These tests occur during the spring each year. Student score reports include an overall score and a description of the student's achievement level for English Language Arts/Literacy, Mathematics, and Science. They encompass the following assessments:

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

As stated above, educational rights holders may opt out of state-mandated academic testing by submitting a written request to the school each year, but this only applies to the

state-mandated assessments and ***MYA does not recommend opting out***. MYA does not recommend opting out because charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school may have its Charter revoked if it does not provide sufficient data and demonstrate progress on students' performance using a variety of assessments and indicators.

For more information about the California Assessment of Student Performance and Progress (CAASPP), visit https://www.caaspp.org/ or email info@myacademy.org.

Student Grades

High School Transcript

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

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

Report Cards

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

Learning Facilitator Qualification Information

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

1. Whether the student's learning facilitator:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the learning facilitator provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the learning facilitator; and

2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

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

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

to obtain this information.

MY Academy currently receives school-wide assistance grants based on student/family socioeconomic status upon enrollment. This funding is allocated for direct impact on our at-promise students, English Learner, homeless, foster, juvenile, delinquent, migratory, and any student who is working toward grade level proficiency. Title I funding provides students with the appropriate interventions and resources to improve their academic achievement and meet state standards.

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

Educational Rights Holders ~~Parents~~ Right to Know Letter
If at any time your child has been taught for four or more consecutive weeks by a learning facilitator not highly qualified, the school will notify you.

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

Additional information may be found on the California Department of Education website.

https://www.cde.ca.gov/sp/sw/index.asp
Melissa Lato, Assistant Director ~~Intervention Coordinator~~
Ph: 619-343-2048
mlato@myacademy.org

Technology

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

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

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

School accreditation:

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

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

Student Health, Welfare, & Safety

Animal Dissections

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

based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof.

California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students at grades five, seven, nine, and eleven whose educational rights holder provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Child Abuse Reporting

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

Dangers of Synthetic Drugs

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

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

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

The California Department of Public Health ("CDPH") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if

drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.
Click here to view AB 889 – Pupil Safety: Synthetic Drugs
Click here for additional information from the CDPH Substance & Addiction Prevention Branch

Employee Qualifications and Scope of Services

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

Educational Rights Holders and Caregivers Participation and Education

1. Educational rights holders and caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this policy with educational rights holders and caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the parent handbook.
3. Educational rights holders and caregivers should be invited to provide input on the development and implementation of this policy.
4. All educational rights holders and caregivers may have access to suicide prevention training that addresses the following:
    a. Suicide risk factors, warning signs, and protective factors;
    b. How to talk with a student about thoughts of suicide;
    c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Firearm Safety Laws

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

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

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

Section 48986 has been added to the California Education Code (EC) and requires that beginning on July 1, 2023, all kindergarten through grade twelve school districts, county offices of education, and charter schools shall annually inform educational rights holders of California's child access prevention laws and laws relating to the safe storage of firearms at the beginning of the first semester or quarter of the regular school term. You will find Assembly Bill 452 on the California Legislative Information web page at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB452.

Senate Bill 906—School Safety: Homicide Threats

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

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

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

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

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

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

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

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

Human Trafficking Prevention

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

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

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

Immunizations

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

These required immunizations include:

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

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

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

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

Exemptions from Immunization Requirements

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

- Students who show proof of a medical exemption by a physician licensed to practice medicine in California pursuant to Health and Safety Code Sections 120370-120372.
- Commencing January 1, 2021, the CDPH standardized medical exemption form shall be the only documentation of a medical exemption that MYA shall accept.
- Medical exemptions remain valid until the earliest of: 1) the child's enrollment in the next grade span, as defined below; 2) the expiration date specified in a temporary medical exemption, which shall not exceed one year; or 3) revocation of the exemption pursuant to Health and Safety Code Section 120372.

- Students who are enrolled in a home-based private school or independent study program and do not receive any classroom-based instruction are exempt from immunizations, however MYA must still request, record, and report all enrolled student's immunization status.

Intervention and Emergency Procedures

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

1. School Counselor
2. School Psychologist

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

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's educational rights holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to educational rights holders and caregivers should follow a formal initial assessment to ensure that the student is not endangered by educational rights holder notification.

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

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

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

1. Ensure the student's physical safety by one or more of the following, as appropriate:
    a. Eliciting immediate medical treatment if a suicide attempt has occurred;
    b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
    c. Ensuring that the student is under continuous adult supervision until the educational rights holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
    d. Remaining calm, keeping in mind the student is overwhelmed, confused,

and emotionally distressed;

e. Moving all other students out of the immediate area if applicable;
f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
g. Promising privacy and help, but not promising confidentiality.

2. Document the incident in writing as soon as feasible.
3. Follow up with the educational rights holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the educational rights holder that the follow-up treatment has been accessed. Educational rights holders will be required to provide documentation of care for the student. If educational rights holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the educational rights holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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

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

1. Contact the educational rights holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the

attempt while minimizing widespread rumors among learning facilitators, staff, and students.

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

Mental Health Services

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

Available at School:

- School-based counseling services – your child is encouraged to request from their assigned learning facilitator connection with counseling services MYA's school psychologist supports students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact MYA's Special Education Program Manager to request an evaluation: programmanager@myacademy.org or (619) 343-2048 x 123.
- Prescription medication while at a school function – if your child requires prescription medication while attending a school function and you would like

assistance from School staff in providing this mediation to your child, please contact your student's learning facilitator.

Available in the Community:

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

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

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

Available Nationally:

- 211 - 211 is a free information and referral service that connects people to health and human services in their community 24 hours a day, 7 days a week. 211 serves people of all income levels, languages and cultural backgrounds and is available to 96% of Californians and to 85% of U.S. households. 211 programs are supported by United Way, public and private funders, city and county agencies and more. In fact, California United Ways operate and/or provide major funding for 2-1-1 programs throughout the state. 211 also plays a critical role in providing information and support in times of disaster, such as evacuation, shelter, food, medical and recovery information, and provides public officials with feedback from callers about changing conditions.
- California Youth Crisis Hotline – 1 (800) 843-5200
  The California Youth Crisis Line is a 24/7 statewide emergency response system for youth (ages 12-24) and families in crisis. Professionally trained staff and volunteer counselors respond to calls regarding thoughts of suicide, depression, bullying, health and identity questions, trauma, human trafficking or any teen-related struggle. Translation services are available for multiple languages.
- The 988 Suicide & Crisis Lifeline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours by dialing 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at 1-866-488-7386 or visit https://www.thetrevorproject.org/.

- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.

Oral Health Assessment

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

Physical Examinations and Right to Refuse

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

An educational rights holder having control or charge of any child enrolled in the Charter School may file annually with the Executive Director or designee a written and signed statement stating that the educational rights holder will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Pregnant and Parenting Students

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

absences from the student's regular school program are excused until the student is able to return to the regular school program.

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

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

Motivated Youth Academy
Administrative and Human Resources Coordinator ~~Operations and Program Manager~~
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
zcorrea@myacademy.org ~~glenz@myacademy.org~~

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

Responding After a Suicide Death (Postvention)

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

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
    a. Confirm death and cause;
    b. Identify a staff member to contact the deceased's family (within 24 hours);
    c. Notify all staff members (ideally in-person or via phone, not via e-mail or

mass notification).

2. Coordinate an all-staff meeting, to include:
    a. Notification (if not already conducted) to staff about suicide death;
    b. Emotional support and resources available to staff;
    c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
    d. Share information that is relevant and that which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
    a. Review of protocols for referring students for support/assessment;
    b. Talking points for staff to notify students;
    c. Resources available to students
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner; responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
    a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed
    b. Support siblings, close friends, learning facilitators, and/or students of deceased
    c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

School Safety Plan

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

The Comprehensive School Safety Plan can be found here.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

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

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

4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
   a. The impact of traumatic stress on emotional and mental health;
   b. Common misconceptions about suicide;
   c. Charter School and community suicide prevention resources;
   d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
   e. The factors associated with suicide (risk factors, warning signs, protective factors);
   f. How to identify youth who may be at risk of suicide;
   g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
   h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
   i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
   j. Responding after a suicide occurs (suicide postvention);
   k. Resources regarding youth suicide prevention;
   l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
   m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Student Identification (ID) Cards

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

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

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

Student Participation and Education

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

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

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

suicide prevention, intervention, and referral procedures.

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

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

Suicide Prevention Policy

Policy Reviewed: December 11, 2025

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

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

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

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

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

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

1. All suicide prevention trainings shall be offered under the direction of mental health professionals (e.g., school counselors, school psychologists, other public entity professionals, such as psychologists or social workers) who have received advanced training specific to suicide. Staff training may be adjusted year-to-year based on previous professional development activities and emerging best practices.
2. At least annually, all staff shall receive training on the risk factors and warning signs of suicide, suicide prevention, intervention, referral, and postvention.
3. At a minimum, all staff shall participate in training on the core components of suicide prevention (identification of suicide risk factors and warning signs, prevention, intervention, referral, and postvention) at the beginning of their employment or annually. Core components of the general suicide prevention training shall include:
    a. Suicide risk factors, warning signs, and protective factors;
    b. How to talk with a student about thoughts of suicide;
    c. How to respond appropriately to the youth who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and an immediate referral for a suicide risk assessment;
    d. Emphasis on immediately referring (same day) any student who is identified to be at risk of suicide for assessment while staying under constant monitoring by staff member;
    e. Emphasis on reducing the stigma associated with mental illness and that early prevention and intervention can drastically reduce the risk of suicide;
    f. Reviewing the data annually to look for any patterns or trends of the prevalence or occurrence of suicide ideation, attempts, or death. Data from the California School Climate, Health, and Learning Survey (Cal-SCHLS) should also be analyzed to identify school climate deficits and drive program development. See the Cal-SCHLS Web site at http://cal-schls.wested.org/.

g. Information regarding groups of students judged by the school, and available research, to be at elevated risk for suicide. These groups include, but are not limited to, the following:
    i. Youth affected by suicide;
    ii. Youth with a history of suicide ideation or attempts;
    iii. Youth with disabilities, mental illness, or substance abuse disorders;
    iv. Lesbian, gay, bisexual, transgender, or questioning youth;
    v. Youth experiencing homelessness or in out-of-home settings, such as foster care;
    vi. Youth who have suffered traumatic experiences;

4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
    a. The impact of traumatic stress on emotional and mental health;
    b. Common misconceptions about suicide;
    c. Charter School and community suicide prevention resources;
    d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
    e. The factors associated with suicide (risk factors, warning signs, protective factors);
    f. How to identify youth who may be at risk of suicide;
    g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
    h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
    i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
    j. Responding after a suicide occurs (suicide postvention);
    k. Resources regarding youth suicide prevention;
    l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
    m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

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

Educational Rights Holder and Caregivers Participation and Education

1. Educational rights holders/caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this policy with educational rights holders/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the Student and Educational Rights Holder's Handbook.
3. Educational rights holders/caregivers should be invited to provide input on the development and implementation of this policy.
4. All educational rights holders/caregivers may have access to suicide prevention training that addresses the following:
    a. Suicide risk factors, warning signs, and protective factors;
    b. How to talk with a student about thoughts of suicide;
    c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Student Participation and Education

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

The Charter School's instructional curriculum may include information about suicide prevention, as appropriate or needed. If suicide prevention is included in the Charter School's instructional curriculum, it shall consider the grade level and age of the students and be delivered and discussed in a manner that is sensitive to the needs of young

students. Under the supervision of an appropriately trained individual acting within the scope of the individual's credential or license, students shall:

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

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

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

Intervention and Emergency Procedures

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

1. School Counselor
2. School Psychologist

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

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's educational rights holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to educational rights holders/caregivers should follow a formal initial assessment to ensure that the student is not endangered by educational rights holder notification.

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

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

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

1. Ensure the student's physical safety by one or more of the following, as appropriate:
    a. Eliciting immediate medical treatment if a suicide attempt has occurred;
    b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
    c. Ensuring that the student is under continuous adult supervision until the educational rights holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene;
    d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
    e. Moving all other students out of the immediate area if applicable;
    f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
    g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the educational rights holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the educational rights holder that the follow-up treatment has been accessed. Educational rights holders will be required to provide documentation of care for the student. If educational rights holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the educational rights holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.

6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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

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

1. Contact the educational rights holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the educational rights holder to share information to ensure the facts regarding the crisis are correct.
4. The school Director or designee, as outlined in MYA Board Policy 1112, will coordinate media requests with the suicide prevention liaison.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and educational rights holder steps for re-integration to school. Re-integration may include obtaining a written release from the educational rights holder to speak with any health care providers; conferring with the student and educational rights holder about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the educational rights holder to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

Students shall be encouraged to notify a teacher, the Executive Director, another school administrator, psychologist, counselor, suicide prevention liaisons, or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions. Staff should treat each report seriously, calmly, and

with active listening and support. Staff should be non-judgmental to students and discuss with the student, and educational rights holder, about additional resources to support the student.

Responding After a Suicide Death (Postvention)

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

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
    a. Confirm death and cause;
    b. Identify a staff member to contact the deceased's family (within 24 hours);
    c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
    a. Notification (if not already conducted) to staff about suicide death;
    b. Emotional support and resources available to staff;
    c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
    d. Share information that is relevant and which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
    a. Review of protocols for referring students for support/assessment;
    b. Talking points for staff to notify students;
    c. Resources available to students.
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner. Responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:

a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed;
b. Support siblings, close friends, teachers, and/or students of deceased;
c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

Student Identification Cards

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

View the complete Suicide Prevention Policy via this link.

Supporting Students during or after a Mental Health Crisis

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

Surveys About Personal Beliefs

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

Tobacco-Free Schools

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

inconsistent with the goals of the Charter School to provide a healthy environment for students and staff.

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

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

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

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

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

Universal Meals Program

Pursuant to California law, commencing with the 2022-23 school year, the Charter School shall provide two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal per meal service (breakfast and lunch) each school day on which the student is scheduled for two or more hours of educational activities at a school site, resource center, meeting space or other satellite facility operated by the Charter

School. This shall apply to all pupils in kindergarten through grade twelve (12). Applications for school meals are included in the RegOnline enrollment process to all families and can also be obtained on the Charter School website and in the main office. All families are encouraged to complete the application form. Completed application forms can be returned to the main office.

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

Special Populations

Education of Foster and Mobile Youth

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

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

- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.

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

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

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

Notice for Foster and Mobile Youth Liaison:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through the Charter School's Uniform Complaint Procedures. A

copy of the Uniform Complaint Policy and Procedures is available as a link in the Appendices of this handbook.

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

Education of Homeless Children and Youth

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

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

Homeless status is determined in cooperation with the educational rights holder. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

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

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

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

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.

2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.

3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Inform the student of the student's option to remain at the Charter School for a fifth year to complete the Charter School's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete the Charter School's graduation requirements will affect the student's ability to gain admission to

a postsecondary educational institution.

3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at the Charter School for a fifth year to complete the Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

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

English Learners

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

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

Section 504

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

MY Academy adheres to all Section 504 legal requirements. For students transferring to MY Academy with an existing 504 Plan, MYA staff will hold a review meeting within the first 30 days of enrollment to review the current 504 Plan to collaborate with the 504 team, and update the 504 plan with the accommodations that can reasonably be implemented within MY Academy's personalized learning school model. For currently enrolled MY Academy students with an existing 504 plan, 504 review meetings are offered at the beginning of every school year. For more information on MY Academy Charter School's 504 Program, see the policy under the Appendices section of this Handbook or email info@myacademy.org.

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

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

Special Education / Students with Disabilities

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

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

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

Student Rights, Conduct, & Complaint Procedures

Educational Records and Student Information

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

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

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

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

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

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

   One exception, which permits disclosure without consent, is disclosure to Charter school officials with legitimate educational interests. For this purpose, a Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of

Directors. A Charter School official may also include a volunteer, consultant, or vendor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; or contracted provider of digital educational platforms and/or services , an educational rights holder volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an educational rights holder, student, or other volunteer assisting another school official in performing a task on behalf of the Charter School. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

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

   Student Privacy Policy Office
   U.S. Department of Education
   400 Maryland Avenue, SW
   Washington, DC 20202-8520

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

FERPA permits the disclosure of PII from a students' education records, without consent of the educational rights holders, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the educational rights holder or eligible student, §99.32 of the FERPA regulations requires the Charter School to

record the disclosure. Educational rights holders and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the educational rights holders or the eligible student:

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

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

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

- Student's name
- Student's address
- Educational rights holder's address
- Telephone listing
- Student's electronic mail address
- Educational rights holder's electronic mail address
- Photograph/video
- Date and place of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's social security number, in whole

or in part, cannot be used for this purpose.)

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

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

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

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;

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

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

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

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

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

(These behaviors should only be exercised when a staff member has educational rights holder and supervisor permission.)

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

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

(a) Getting educational rights holders' written consent for any after-school activity.
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
(c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping educational rights holders informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing the Principal about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.

(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any type of special needs student.
(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) Pats on the back, high fives and handshakes are acceptable.
(r) Keeping your professional conduct a high priority.
(s) Asking yourself if your actions are worth your job and career

School Search and Seizure

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

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

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

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

Student Freedom of Speech and Expression

MY Academy believes that free inquiry and exchange of ideas are essential parts of a democratic education. MYA respects students' rights to express ideas and opinions, take

stands on issues, and support causes, even when such speech is controversial or unpopular.

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

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

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

The complete policy is in the Appendices of this handbook.

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

Policy Adopted: October 10, 2019
Revised: December 11, 2025

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Motivated Youth Academy ("MYA" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of a school-sponsored event and activity, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex, gender, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

Zuleima Correa ~~Gigi Lenz~~
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
zcorrea@myacademy.org ~~glenz@myacademy.org~~
150 La Terraza Blvd Ste 150
Escondido, CA 92025

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to an including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when:

5. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
6. submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
7. the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
8. submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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

Prohibited Bullying

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

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

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

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

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

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

- A message, text, sound, video, or image.
- A post on a social network Internet Website including, but not limited to:
    5. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    6. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that

another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

7. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- An act of "cyber sexual bullying" including, but not limited to:
  - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - "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.
  - Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Charter School's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Charter School investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

Charter School advises students:

- To never share passwords, personal data, or private photos online.

- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- That personal information revealed on social media can be shared with anyone including educational rights holders, ~~parents~~, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the public had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and educational rights holders, of its policies regarding the use of technology in and out of the classroom. The Charter School encourages educational rights holders to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and educational rights holders of this policy and encourages educational rights holders to discuss this policy with their children to ensure their children understand and comply with this policy.

3. Professional Development

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

a. Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
b. Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for students.

Grievance Procedures

Scope of Grievance Procedures

Charter School will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association

with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed;
b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

Reporting

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

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

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

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

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

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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

Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

Investigation and Response

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, educational rights holder, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator or administrative designee will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations
    - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    - A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

- Emergency Removal
    - Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
    - Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
    - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

- Informal Resolution

a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:
    i. Provide the parties with advance written notice of:
        - The allegations;
        - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
        - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
        - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
    ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.
- Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- <u>Investigation Process</u>

    - The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
    - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
    - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
    - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
    - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants,

and purpose of the meeting or interview with sufficient time for the party to prepare to participate.

- Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

- Dismissal of a Formal Complaint of Sexual Harassment

  - If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
  - Charter School may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at Charter School; or
    - The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

- Determination of Responsibility

  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;

- All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- The findings of facts supporting the determination;
- The conclusions about the application of Charter School's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible basis for appeals.

Consequences

Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Charter School in response to a formal complaint of sexual harassment.

Right of Appeal

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
b. Charter School will notify the other party in writing when an appeal is filed.

c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Recordkeeping

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

Charter School will maintain the following records for at least seven (7) years:

a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
e. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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

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

Your Name:_____ Date:_____
Date of Alleged Incident(s): _____
Name of Person(s) you have a complaint against: _____
List any witnesses that were present: _____
Where did the incident(s) occur? _____
Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____
_____
_____
_____

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

_____ _____
Signature of Complainant Date

_____
Print Name

To be completed by the Charter School:

Received by: _____ Date_____

Follow up meeting with complainant held on: _____

Uniform Complaint Procedures ("UCP")

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

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

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

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

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

regardless of whether the class or activity is elective or compulsory or is for credit.

- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

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

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

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

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

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Motivated Youth Academy
Administrative and Human Resources Coordinator ~~Operations and Program Manager~~
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
admin@myacademy.org

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

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

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

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

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

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of

the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

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

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURE FORM

Last Name:_____ First Name/MI:_____

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

Street Address/Apt.#:_____

City:_____ State:_____ Zip Code:_____

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

School/Office of alleged violation:_____

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

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

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

- Age
- Ancestry
- Color
- Disability (Mental or Physical)
- Ethnic Group Identification
- Medical Condition
- Immigration Status/Citizenship
- Gender/Gender Expression/Gender Identity
- Genetic Information
- Nationality/ National Origin
- Race or Ethnicity

- Religion
- Sex (Actual or Perceived)
- Sexual Orientation (Actual or Perceived)
- Based on association with a person or group with one or more of these actual or perceived characteristics
- Marital Status

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

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

- Yes
- No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:
Zuleima Correa ~~Gigi Lenz~~

Administrative and Human Resources Coordinator ~~Operations and Program Manager~~
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd
Escondido, CA 92025

Use of Student Information Learned from Social Media

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

Policy Appendix

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

Community Relations

Access to Public Records Policy

School Sponsored Field Trips and Cultural Excursions Policy

Suicide Prevention Policy

Uniform Complaint Procedures Policy

Instruction

130 Credit Graduation Path Policy

Attendance Policy

Independent Study Policy

Comprehensive School Safety Plan

Comprehensive Sexual Health Education Policy

Education for Foster Youth Policy

Education for Homeless Children and Youth Policy

Local Assessments Policy

Mathematics Placement Policy

Section 504 - Policy, Procedures, and Parent Rights

Special Education Assessment Requests Policy

Special Education Certificate of Completion Policy

Special Education Independent Educational Evaluation Policy

Personnel Services

Mandated Reporter - Child Abuse Policy

Student Services

Academic Integrity Policy

Acceleration Policy

Acceptable Use Policy

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

Communicable Contagious or Infectious Disease Prevention

Comprehensive Self-Harm and Suicide Policy and Procedures

Educational Records and Student Information Policy

Immunization Policy

Student Freedom of Speech and Expression Policy

Student Services Concepts and Roles

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

Transgender and Gender Nonconforming Student Nondiscrimination Policy

Transcripts from Non-Accredited Institutions Policy

Motivated Youth Academy
Student and Educational Rights Holder Handbook

Motivated Youth Academy

500 La Terraza Blvd. Suite #150

Escondido, CA 92025

Main Office Line: (619) 343-2048

Email: info@myacademy.org

Website: myacademy.org

Table of Contents

General Information 1

About Motivated Youth Academy (MY Academy / MYA) 1
Mission Statement 2
Core Values 2
Vision Statement 2
Calendar 2026-27 Links 2

Admissions, Registration, and Enrollment 3

Applications 3
Enrollment Requirements 4
Registration 4
Advisory Councils 5
Attendance 5
Educational Rights Holder Liability for Student Conduct 6
Accepting High School Credits from Previous Schools 6
Transitional Kindergarten (TK)/Kinder Placement 6
Immigrant Pupils' Rights 6
Nondiscrimination Statement 7
Notice of Involuntary Removal Process 8
Work Permits 9
Terminology 9

Instructional Program 10

Academic Guidance 10
Availability of Prospectus 10
Cal Grant Program Notice 10
Concerns about your Learning Facilitator (LF) 11
Educational Rights Holders Portal in the Student Information System (SIS) 11
English Language Proficiency Assessments for California (ELPAC) 11
Email Group for Educational Rights Holders 11

Graduation Requirements 11
Pathways to Graduation 12
Local Assessments 14
Notice for Information Regarding Financial Aid 14
Physical Fitness Test 15
Sexual Health Education 15
State Testing 16
Student Grades 17
High School Transcript 17
Report Cards 17
Learning Facilitator Qualification Information 17
Technology 19
Western Association of Schools and Colleges ("WASC") Accreditation 19

Student Health, Welfare, & Safety 19
Animal Dissections 19
California Healthy Kids Survey 20
Child Abuse Reporting 20
Dangers of Synthetic Drugs 20
Employee Qualifications and Scope of Services 21
Firearm Safety Laws 21
Human Trafficking Prevention 24
Immunizations 24
Intervention and Emergency Procedures 26
Mental Health Services 28
Oral Health Assessment 30
Physical Examinations and Right to Refuse 30
Pregnant and Parenting Students 30
Responding After a Suicide Death (Postvention) 31
School Safety Plan 32
Staff Development 33

Student Identification (ID) Cards 35
Student Participation and Education 35
Suicide Prevention Policy 36
Supporting Students during or after a Mental Health Crisis 44
Surveys About Personal Beliefs 44
Tobacco-Free Schools 44
Universal Meals Program 45

Special Populations 46
Education of Foster and Mobile Youth 46
Education of Homeless Children and Youth 52
English Learners 56
Section 504 57
Special Education / Students with Disabilities 58

Student Rights, Conduct, & Complaint Procedures 59
Educational Records and Student Information 59
Professional Boundaries: Staff/Student Interaction Policy 63
School Search and Seizure 67
Student Freedom of Speech and Expression 67
Title IX, Harassment, Discrimination, Intimidation, & Bullying Policy 68
Uniform Complaint Procedures (“UCP”) 85
Use of Student Information Learned from Social Media 93

Policy Appendix 94
Community Relations 94
Access to Public Records Policy 94
COVID-19 Safe Reopening and Operation of Schools Policy 94
School Sponsored Field Trips and Cultural Excursions Policy 94
Suicide Prevention Policy 94
Uniform Complaint Procedures Policy 94

Instruction 94
130 Credit Graduation Path Policy 94
Attendance Policy 94
Independent Study Policy 94
Comprehensive School Safety Plan 94
Comprehensive Sexual Health Education Policy 94
Education for Foster Youth Policy 94
Education for Homeless Children and Youth Policy 94
Local Assessments Policy 94
Mathematics Placement Policy 94
Section 504 - Policy, Procedures, and Educational Rights Holder Rights 94
Special Education Assessment Requests Policy 94
Special Education Certificate of Completion Policy 94
Special Education Independent Educational Evaluation Policy 94

Personnel Services 94
Mandated Reporter - Child Abuse Policy 94

Student Services 95
Academic Integrity Policy 95
Acceleration Policy 95
Acceptable Use Policy 95
Cell Phones, Smartphones, Pagers, and Other Electronic Signaling Devices Policy 95
Communicable Contagious or Infectious Disease Prevention 95
Comprehensive Self-Harm and Suicide Policy and Procedures 95
Educational Records and Student Information Policy 95
Immunization Policy 95
Student Freedom of Speech and Expression Policy 95
Student Services Concepts and Roles 95
Title IX, Harassment, Intimidation, Discrimination, and Bullying Policy 95
Transgender and Gender Nonconforming Student Nondiscrimination Policy 95
Transcripts from Non-Accredited Institutions Policy 95

Hello,

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

Sincerely,

Bill Dobson, Interim Director

Contact MY Academy

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

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

Website: https://myacademy.org

General Information

About Motivated Youth Academy (MYA)

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

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

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

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

MYA understands the importance of providing students with a personalized course of study, which is why every MYA student receives a Motivated Youth Personalized Learning Adventure Now ("MY Plan"). A student's MY Plan is developed based on their unique abilities, needs, and interests. MYA staff provides the support every student needs to identify their dreams and reach their goals. This is one of the many reasons students thrive at MYA—whether working from home, on the road, or anywhere their experiences and adventures take them.

Mission Statement

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

Core Values

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

Vision Statement

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

Calendar 2026-27 Links

You will find the MY Academy 2026-2027 School Calendars linked here and on the MY Academy website (https://www.myacademy.org/calendar/).

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

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

Track E Calendar

Track F Calendar

Track G Calendar

Admissions, Registration, and Enrollment

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

Applications

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

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

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

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

Prior to admission, all educational rights holders must agree to and sign the written agreement. All students' continued enrollment shall depend upon them fulfilling the terms of the written agreement. Enrollment space will be based on need in the community and availability of qualified, trained credentialed learning facilitators to serve as the learning facilitator of record.

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

Enrollment Requirements

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

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

Registration

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

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

- Proof of residency
- Birth certificate or proof of birthdate (such as a statement by the local registrar or a county recorder certifying the date of birth, a baptism certificate duly attested, a passport, or an affidavit of the educational rights holder or custodian of the minor)
- Immunization record or this form indicating the educational rights holder is waiving vaccinations (Please see the list of recommended vaccinations under the Immunization section below. . Proof of Tdap (whooping cough vaccination) and Varicella (chickenpox) - Two (2) doses – Students entering 7th-12th grades or this form waiving vaccinations.
- Health Exam – TK, Kindergarten, and 1st grade students and any student entering the public school system for the first time - or the signed form waiving this requirement. (See information below for the right to refuse.)
- Oral Health Exam – TK, kindergarten, and 1st grade students, and any student entering the public school system for the first time - or the signed form waiving this requirement.
- Transcripts – High school students only.

- Caregiver Authorization Affidavit – Only if the person enrolling student is not the parent or legal guardian.

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

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

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

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

Advisory Councils

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

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

Attendance

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

Educational Rights Holder Liability for Student Conduct

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

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

Accepting High School Credits from Previous Schools

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

Transitional Kindergarten (TK)/Kinder Placement

Transitional Kindergarten (TK): In 2026-27, children are eligible for TK if they have their fourth birthday on or before September 1, 2026. Kindergarten: Students must turn five on or before September 1 to enroll in kindergarten.

Immigrant Pupils' Rights

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

All children in California:

- Have the right to a free public education.
- Must be enrolled in school if they are between 6 and 18 years old.
- Have the right to attend safe, secure, and peaceful schools.
- Have a right to be in a public school learning environment free from discrimination, harassment, bullying, violence, and intimidation.

- Have equal opportunity to participate in any program or activity offered by the school without discrimination.

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

Nondiscrimination Statement

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

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

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

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

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

The Charter School is committed to providing an educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination Act of 1975; the IDEA; and Section 504 and Title II of the ADA (mental or physical disability).

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

Ms. Zuleima Correa
Administrative and Human Resources Coordinator
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
zcorrea@myacademy.org
500 La Terraza Blvd, Suite 150
Escondido, CA 92025

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

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

Notice of Involuntary Removal Process

No student shall be involuntarily removed by the Charter School for any reason unless the educational rights holder of the student has been provided written notice of intent to remove the student no less than five (5) schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's educational rights holder or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the

student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with the Charter School's expulsion procedures. If the student's educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the Charter School's suspension and expulsion policy.

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

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

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

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

Work Permits

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

Terminology

The following is a list of commonly used terms:

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

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

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

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

Independent Study Written Agreement ("WA") - This is an agreement between the school, the learning facilitator, the student, and the student's educational rights holder. It outlines the assigned coursework, methods of study, available resources, methods of evaluation, meetings, and board policies.

Instructional Program

Academic Guidance

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

Availability of Prospectus

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

Cal Grant Program Notice

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

GPAs will be reported to Cal Grant on October 1 in order to meet the October 1 submission deadline. Students wishing to opt-out must complete and submit the opt-out form by September 1. Should the Cal Grant GPA Opt-Out form not be received by the date stated on

the form, it is understood that the student has agreed to have their GPA submitted for Cal Grant consideration.

Cal Grant Opt GPA out form - English.pdf

Cal Grant GPA opt out form - Spanish.pdf

Concerns about your Learning Facilitator (LF)

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

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

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

English Language Proficiency Assessments for California (ELPAC)

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

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

For more information about the English Language Proficiency Assessments for California (ELPAC), visit https://www.elpac.org/ or email info@myacademy.org.

Email Group for Educational Rights Holders

One of the primary methods of communication to MYA students, families is through the MYA educational rights holders email group. Recipients receive time-sensitive communication, deadline reminders, and notifications. Educational rights holders must inform their LF via email if they would like to be included in the educational rights holders email group. Please notify the student's LF, if emails are not received within a week of enrolling.

Graduation Requirements

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

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

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

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

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

MYA awards 5 credits per course, per semester.

Pathways to Graduation

MY Academy offers multiple pathways to graduation. Students are eligible for graduation when all requirements have been met. (Note; 5 credits are earned for completion of a one semester class.)

210 Credit General Education Pathway

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

Life Science	10
Physical Science	10
College and Career	10
Physical Education	20
Electives	70
Career Technical Education, Foreign Language or Visual and Performing Arts	10
Total Credits	**210**

130 Credit Pathway (Board Policy 6130-MYA)

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

Upon review by the School Counselor and Administration, and according to California state law, eligible students may participate in the State required minimum credit pathway of 130 credits.

Eligible students include, but are not limited to:

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

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

Subject Area	Credits

English	30
Mathematics	20
World History	10
U.S. History	10
American Government	5
Economics	5
Life Science	10
Physical Science	10
Physical Education	20
Career Technical Education, Foreign Language or Visual and Performing Arts	10
Total Credits	**130**

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

Local Assessments

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

Notice for Information Regarding Financial Aid

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

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

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

Physical Fitness Test

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

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

Sexual Health Education

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

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

Anonymous, voluntary, and confidential research and evaluation tools to measure students' health behaviors and risks (including tests, questionnaires, and surveys containing age-appropriate questions about the student's attitudes concerning or practices relating to sex) may be administered to students in grades 7-12. An educational rights holder has the right to excuse their child from the test, questionnaire, or survey through a passive consent ("opt-out") process. Educational rights holder shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test,

questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to the Charter School.

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

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

State Testing

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

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

Students in grades 3-8 and grade 11 are required by the California Department of Education to complete the CAASPP assessments. These tests occur during the spring each year. Student score reports include an overall score and a description of the student's achievement level for English Language Arts/Literacy, Mathematics, and Science. They encompass the following assessments:

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

As stated above, educational rights holders may opt out of state-mandated academic testing by submitting a written request to the school each year, but this only applies to the

state-mandated assessments and ***MYA does not recommend opting out***. MYA does not recommend opting out because charter schools exist in a performance-based accountability system where they are held accountable for student academic performance. In fact, a charter school may have its Charter revoked if it does not provide sufficient data and demonstrate progress on students' performance using a variety of assessments and indicators.

For more information about the California Assessment of Student Performance and Progress (CAASPP), visit https://www.caaspp.org/ or email info@myacademy.org.

Student Grades

High School Transcript

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

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

Report Cards

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

Learning Facilitator Qualification Information

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

1. Whether the student's learning facilitator:
    a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the learning facilitator provides instruction;
    b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
    c. Is teaching in the field of discipline of the certification of the learning facilitator; and

2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

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

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

to obtain this information.

MY Academy currently receives school-wide assistance grants based on student/family socioeconomic status upon enrollment. This funding is allocated for direct impact on our at-promise students, English Learner, homeless, foster, juvenile, delinquent, migratory, and any student who is working toward grade level proficiency. Title I funding provides students with the appropriate interventions and resources to improve their academic achievement and meet state standards.

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

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

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

Additional information may be found on the California Department of Education website.
https://www.cde.ca.gov/sp/sw/index.asp

Melissa Lato, Assistant Director
Ph: 619-343-2048
mlato@myacademy.org

Technology

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

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

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

School accreditation:

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

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

Student Health, Welfare, & Safety

Animal Dissections

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

California Healthy Kids Survey

The Charter School will administer the California Healthy Kids Survey ("CHKS") to students at grades five, seven, nine, and eleven whose educational rights holder provides written permission. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables the Charter School to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

Child Abuse Reporting

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

Dangers of Synthetic Drugs

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

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

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

The California Department of Public Health ("CDPH") has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.
Click here to view AB 889 – Pupil Safety: Synthetic Drugs

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

Employee Qualifications and Scope of Services

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

Educational Rights Holders and Caregivers Participation and Education

1. Educational rights holders and caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this policy with educational rights holders and caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the parent handbook.
3. Educational rights holders and caregivers should be invited to provide input on the development and implementation of this policy.
4. All educational rights holders and caregivers may have access to suicide prevention training that addresses the following:
    a. Suicide risk factors, warning signs, and protective factors;
    b. How to talk with a student about thoughts of suicide;
    c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Firearm Safety Laws

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

- Guns are the third leading cause of death of children in America. Every day, eight children and teens are shot in instances of family fire, which is a shooting involving an improperly stored or misused gun found in the home resulting in injury or death.

- Data show that 75 percent of school shootings are facilitated by children having access to unsecured or unsupervised firearms at home. Eighty-seven percent of children know where their educational rights holders' ' firearms are stored, and 60 percent report that they have handled them.
- Over 80 percent of teens who have died by suicide used a firearm that belonged to someone in their home.

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

Section 48986 has been added to the California Education Code (EC) and requires that beginning on July 1, 2023, all kindergarten through grade twelve school districts, county offices of education, and charter schools shall annually inform educational rights holders of California's child access prevention laws and laws relating to the safe storage of firearms at the beginning of the first semester or quarter of the regular school term. You will find Assembly Bill 452 on the California Legislative Information web page at https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB452.

Senate Bill 906—School Safety: Homicide Threats

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

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

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

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

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

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

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

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

Human Trafficking Prevention

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

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

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

Immunizations

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

These required immunizations include:

TK/K-12 Admission
Diphtheria, Tetanus and Pertussis (DTaP) - Five (5) doses

Polio - Four (4) doses
Measles, Mumps, and Rubella (MMR) - Two (2) doses
Hepatitis B (Hep B) - Three (3) doses
Varicella (chickenpox) – Two (2) doses

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

Entering 7th Grade

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

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

Exemptions from Immunization Requirements

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

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

immunizations, however MYA must still request, record, and report all enrolled student's immunization status.

Intervention and Emergency Procedures

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

1. School Counselor
2. School Psychologist

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

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's educational rights holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to educational rights holders and caregivers should follow a formal initial assessment to ensure that the student is not endangered by educational rights holder notification.

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

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

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

1. Ensure the student's physical safety by one or more of the following, as appropriate:
    a. Eliciting immediate medical treatment if a suicide attempt has occurred;
    b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
    c. Ensuring that the student is under continuous adult supervision until the educational rights holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene.
    d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
    e. Moving all other students out of the immediate area if applicable;

f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
g. Promising privacy and help, but not promising confidentiality.

2. Document the incident in writing as soon as feasible.
3. Follow up with the educational rights holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the educational rights holder that the follow-up treatment has been accessed. Educational rights holders will be required to provide documentation of care for the student. If educational rights holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the educational rights holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

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

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

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

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

Mental Health Services

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

Available at School:

- School-based counseling services – your child is encouraged to request from their assigned learning facilitator connection with counseling services MYA's school psychologist supports students by providing individual sessions, group or parent consultations whenever a student is having a difficult time due to academic stress, transition to changes in their environment, or social concerns, including isolation. Counseling services, whether provided by our Charter School or by an outside provider listed herein, are voluntary.
- Special education services – if you believe your child may have a disability, you are encouraged to directly contact MYA's Special Education Program Manager to request an evaluation: programmanager@myacademy.org or (619) 343-2048 x 123.
- Prescription medication while at a school function – if your child requires prescription medication while attending a school function and you would like assistance from School staff in providing this mediation to your child, please contact your student's learning facilitator.

Available in the Community:

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

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

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

Available Nationally:

- 211 - 211 is a free information and referral service that connects people to health and human services in their community 24 hours a day, 7 days a week. 211 serves people of all income levels, languages and cultural backgrounds and is available to 96% of Californians and to 85% of U.S. households. 211 programs are supported by United Way, public and private funders, city and county agencies and more. In fact, California United Ways operate and/or provide major funding for 2-1-1 programs throughout the state. 211 also plays a critical role in providing information and support in times of disaster, such as evacuation, shelter, food, medical and recovery information, and provides public officials with feedback from callers about changing conditions.
- California Youth Crisis Hotline – 1 (800) 843-5200
  The California Youth Crisis Line is a 24/7 statewide emergency response system for youth (ages 12-24) and families in crisis. Professionally trained staff and volunteer counselors respond to calls regarding thoughts of suicide, depression, bullying, health and identity questions, trauma, human trafficking or any teen-related struggle. Translation services are available for multiple languages.
- The 988 Suicide & Crisis Lifeline - This organization provides confidential support for adults and youth in distress, including prevention and crisis resources. Available 24 hours by dialing 988.
- The Trevor Project - This organization provides suicide prevention and crisis intervention for LGBTQ youth between the ages of 13 and 24. Available at 1-866-488-7386 **or visit** https://www.thetrevorproject.org/**.**
- Big Brothers/Big Sisters of America – This organization is a community- based mentorship program. Community-specific program information can be found online at https://www.bbbs.org or by calling (813) 720-8778.

Oral Health Assessment

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

Physical Examinations and Right to Refuse

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

An educational rights holder having control or charge of any child enrolled in the Charter School may file annually with the Executive Director or designee a written and signed statement stating that the educational rights holder will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until the school authorities are satisfied that any contagious or infectious disease does not exist.

Pregnant and Parenting Students

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

Upon return to school after taking parental leave, a pregnant or parenting student will be able to make up work missed during the pregnant or parenting student's leave, including,

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

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

Motivated Youth Academy
Administrative and Human Resources Coordinator r
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
zcorrea@myacademy.org

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

Responding After a Suicide Death (Postvention)

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

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
    a. Confirm death and cause;
    b. Identify a staff member to contact the deceased's family (within 24 hours);
    c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
    a. Notification (if not already conducted) to staff about suicide death;
    b. Emotional support and resources available to staff;

c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
d. Share information that is relevant and that which you have permission to disclose.

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

School Safety Plan

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

The Comprehensive School Safety Plan can be found here.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to

ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

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

as foster care;

vi. Youth who have suffered traumatic experiences;

4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
    a. The impact of traumatic stress on emotional and mental health;
    b. Common misconceptions about suicide;
    c. Charter School and community suicide prevention resources;
    d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
    e. The factors associated with suicide (risk factors, warning signs, protective factors);
    f. How to identify youth who may be at risk of suicide;
    g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
    h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
    i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
    j. Responding after a suicide occurs (suicide postvention);
    k. Resources regarding youth suicide prevention;
    l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
    m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Student Identification (ID) Cards

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

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

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

Student Participation and Education

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

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

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

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

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

Suicide Prevention Policy

Policy Reviewed: December 11, 2025

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

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

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

To ensure the policies regarding suicide prevention are properly adopted, implemented, and updated, the Charter School shall appoint an individual (or team) to serve as the suicide prevention point of contact for the Charter School. The suicide prevention point of contact and the Executive Director shall ensure proper coordination and consultation with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary. This policy shall be reviewed and revised as indicated, at least annually in conjunction with the previously mentioned community educational partners.

Staff Development

The Charter School along with its partners has carefully reviewed available staff training to ensure it promotes the mental health model of suicide prevention. Training shall be provided for all school staff members and shall include the following:

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

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

4. In addition to initial orientations to the core components of suicide prevention, ongoing annual staff professional development for all staff may include the following components:
    a. The impact of traumatic stress on emotional and mental health;
    b. Common misconceptions about suicide;
    c. Charter School and community suicide prevention resources;
    d. Appropriate messaging about suicide (correct terminology, safe messaging guidelines);
    e. The factors associated with suicide (risk factors, warning signs, protective factors);
    f. How to identify youth who may be at risk of suicide;
    g. Appropriate ways to interact with a youth who is demonstrating emotional distress or is suicidal. Specifically, how to talk with a student about their thoughts of suicide and (based on the Charter School guidelines) how to respond to such thinking; how to talk with a student about thoughts of suicide and appropriately respond and provide support based on the Charter School guidelines;
    h. Charter School approved procedures for responding to suicide risk (including multi-tiered systems of support and referrals). Such procedures should emphasize that the suicidal student should be constantly supervised until a suicide risk assessment is completed;
    i. Charter School approved procedures for responding to the aftermath of suicidal behavior (suicidal behavior postvention);
    j. Responding after a suicide occurs (suicide postvention);
    k. Resources regarding youth suicide prevention;
    l. Emphasis on stigma reduction and the fact that early prevention and intervention can drastically reduce the risk of suicide;
    m. Emphasis that any student who is identified to be at risk of suicide is to be immediately referred (same day) for assessment while being constantly monitored by a staff member.

Employee Qualifications and Scope of Services

Employees of the Charter School must act only within the authorization and scope of their credential or license. While it is expected that school professionals are able to identify

suicide risk factors and warning signs and to prevent the immediate risk of suicidal behavior, treatment of suicidal ideation is typically beyond the scope of services offered in the school setting. In addition, treatment of the mental health challenges often associated with suicidal thinking typically requires mental health resources beyond what schools are able to provide.

Educational Rights Holder and Caregivers Participation and Education

1. Educational rights holders/caregivers may be included in suicide prevention efforts. At a minimum, the Charter Schools shall share this policy with educational rights holders/caregivers by notifying them where a complete copy of the policy is available.
2. This Suicide Prevention Policy shall be easily accessible and prominently displayed on the Charter School's Web page and included in the Student and Educational Rights Holder's Handbook.
3. Educational rights holders/caregivers should be invited to provide input on the development and implementation of this policy.
4. All educational rights holders/caregivers may have access to suicide prevention training that addresses the following:
    a. Suicide risk factors, warning signs, and protective factors;
    b. How to talk with a student about thoughts of suicide;
    c. How to respond appropriately to the student who has suicidal thoughts. Such responses shall include constant supervision of any student judged to be at risk for suicide and referral for an immediate suicide risk assessment.

Student Participation and Education

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

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

1. Receive developmentally appropriate, student-centered education about the warning signs of mental health challenges and emotional distress which may include:

a. Coping strategies for dealing with stress and trauma;
b. How to recognize behaviors (warning signs) and life issues (risk factors) associated with suicide and mental health issues in oneself and others
c. Help-seeking strategies for oneself and others, including how to engage school-based and community resources and refer peers for help;
d. Emphasis on reducing the stigma associated with mental illness and the fact that early prevention and intervention can drastically reduce the risk of suicide.

2. Receive developmentally appropriate guidance regarding the Charter School's suicide prevention, intervention, and referral procedures.

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

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

Intervention and Emergency Procedures

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

1. School Counselor
2. School Psychologist

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

The suicide prevention liaison shall immediately notify the Executive Director or designee, who shall then notify the student's educational rights holder as soon as possible if appropriate and in the best interest of the student. Determination of notification to educational rights holders/caregivers should follow a formal initial assessment to ensure that the student is not endangered by educational rights holder notification.

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

When a student is in imminent danger (has access to a gun, is on a rooftop, or in other

unsafe conditions), a call shall be made to 911.

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

1. Ensure the student's physical safety by one or more of the following, as appropriate:
    a. Eliciting immediate medical treatment if a suicide attempt has occurred;
    b. Eliciting law enforcement and/or other emergency assistance if a suicidal act is being actively threatened;
    c. Ensuring that the student is under continuous adult supervision until the educational rights holder and/or appropriate support agent or agency can be contacted and has the opportunity to intervene;
    d. Remaining calm, keeping in mind the student is overwhelmed, confused, and emotionally distressed;
    e. Moving all other students out of the immediate area if applicable;
    f. Providing comfort to the student, listening and allowing the student to talk and being comfortable with moments of silence;
    g. Promising privacy and help, but not promising confidentiality.
2. Document the incident in writing as soon as feasible.
3. Follow up with the educational rights holder and student in a timely manner to provide referrals to appropriate services as needed and coordinate and consult with the county mental health plan if a referral is made for mental health or related services on behalf of a student who is a Medi-Cal beneficiary.
4. After a referral is made, the Charter School shall verify with the educational rights holder that the follow-up treatment has been accessed. Educational rights holders will be required to provide documentation of care for the student. If educational rights holders refuse or neglect to access treatment for a student who has been identified to be at risk for suicide or in emotional distress, the suicide prevention liaisons shall meet with the educational rights holder to identify barriers to treatment (e.g., cultural stigma, financial issues) and work to rectify the situation and build an understanding of care. If follow up care is still not provided, the Charter School may contact Child Protective Services.
5. Provide access to counselors or other appropriate personnel to listen to and support students and staff who are directly or indirectly involved with the incident at the Charter School.
6. Provide an opportunity for all who respond to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.

In the event a suicide occurs or is attempted at a school sponsored activity, the suicide prevention liaison shall follow the crisis intervention procedures contained in the Charter

School's safety plan. After consultation with the Executive Director or designee and the student's educational rights holder about facts that may be divulged in accordance with the laws governing confidentiality of student record information, the Executive Director or designee may provide students, educational rights holders, and staff with information, counseling, and/or referrals to community agencies as needed. Charter School staff may receive assistance from counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

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

1. Contact the educational rights holder and offer support to the family.
2. Discuss with the family how they would like the Charter School to respond to the attempt while minimizing widespread rumors among teachers, staff, and students.
3. Obtain permission from the educational rights holder to share information to ensure the facts regarding the crisis are correct.
4. The school Director or designee, as outlined in MYA Board Policy 1112, will coordinate media requests with the suicide prevention liaison.
5. Provide care and determine appropriate support to affected students.
6. Offer to the student and educational rights holder steps for re-integration to school. Re-integration may include obtaining a written release from the educational rights holder to speak with any health care providers; conferring with the student and educational rights holder about any specific requests on how to handle the situation; informing the student's teachers about possible days of absences; allowing accommodations for makeup work (being understanding that missed assignments may add stress to the student); appropriate staff maintaining ongoing contact with the student to monitor the student's actions and mood; and working with the educational rights holder to involve the student in an aftercare plan.

Supporting Students during or after a Mental Health Crisis

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

Responding After a Suicide Death (Postvention)

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

The suicide prevention liaison shall:

1. Coordinate with the Executive Director to:
    a. Confirm death and cause;
    b. Identify a staff member to contact the deceased's family (within 24 hours);
    c. Notify all staff members (ideally in-person or via phone, not via e-mail or mass notification).
2. Coordinate an all-staff meeting, to include:
    a. Notification (if not already conducted) to staff about suicide death;
    b. Emotional support and resources available to staff;
    c. Notification to students about suicide death and the availability of support services (if this is the protocol that is decided by administration);
    d. Share information that is relevant and which you have permission to disclose.
3. Prepare staff to respond to the needs of students regarding the following:
    a. Review of protocols for referring students for support/assessment;
    b. Talking points for staff to notify students;
    c. Resources available to students.
4. Identify students significantly affected by suicide death and other students at risk of imitative behavior;
5. Identify students affected by suicide death but not at risk of imitative behavior;
6. Communicate with the larger school community about suicide death;
7. Consider funeral arrangements for family and school community;
8. Respond to memorial requests in a respectful and non-harmful manner. Responses should be handled in a thoughtful way and their impact on other students should be considered;
9. Identify a media spokesperson if needed.
10. Include long-term suicide postvention responses:
    a. Consider important dates (i.e., anniversary of death, deceased birthday, graduation, or other significant events) and how these will be addressed;
    b. Support siblings, close friends, teachers, and/or students of deceased;
    c. Consider long-term memorials and how they may impact students who are emotionally vulnerable and at risk of suicide.

Student Identification Cards

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

View the complete Suicide Prevention Policy via this link.

Supporting Students during or after a Mental Health Crisis

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

Surveys About Personal Beliefs

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

Tobacco-Free Schools

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

In the best interest of students, employees, and the general public, the Board therefore

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

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

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

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

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

Universal Meals Program

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

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

Special Populations

Education of Foster and Mobile Youth

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

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

- "*Former juvenile court school student*" means a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to the Charter School.
- *"Child of a military family"* refers to a student who resides in the household of an active duty military member.
- *"Currently Migratory Child"* refers to a child who, within the last 12-months, has moved with an educational rights holder, or other person having custody to the Charter School from another Local Educational Agency ("LEA"), either within California or from another state, so that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose educational rights holders have been informed of the child's eligibility for

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

migrant education services. This includes a child who, without the educational rights holder, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.

- *"Student participating in a newcomer program"* means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

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

Notice for Foster and Mobile Youth Liaison:

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

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

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

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

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

and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

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

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

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

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

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

11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

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

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

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

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

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

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

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

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

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

Student Records: When the Charter School receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), the Charter School shall provide these student records within two (2) business days. The Charter School shall compile the complete educational

record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

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

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

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

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

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

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at the Charter School, a copy of the Charter School's complete Education for Foster and Mobile Youth policy

shall be provided at the time of enrollment. A copy of the complete policy is available as a link in the Appendices of this handbook.

Education of Homeless Children and Youth

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

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

Homeless status is determined in cooperation with the educational rights holder. In the case of unaccompanied youth, status is determined by the Charter School Liaison.

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

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

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

1. Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies, and through the annual housing questionnaire administered by the Charter School.
2. Homeless students enroll in and have a full and equal opportunity to succeed at the Charter School.

3. Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by the Charter School, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.

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

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

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

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

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

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

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

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

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

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

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

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

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

available through the California Community Colleges.

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

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

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

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

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

Charter School's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

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

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

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

English Learners

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

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

Section 504

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

MY Academy adheres to all Section 504 legal requirements. For students transferring to MY Academy with an existing 504 Plan, MYA staff will hold a review meeting within the first 30 days of enrollment to review the current 504 Plan to collaborate with the 504 team, and update the 504 plan with the accommodations that can reasonably be implemented within MY Academy's personalized learning school model. For currently enrolled MY Academy students with an existing 504 plan, 504 review meetings are offered at the beginning of every school year. For more information on MY Academy Charter School's 504 Program, see the policy under the Appendices section of this Handbook or email info@myacademy.org.

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

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

Special Education / Students with Disabilities

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

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

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

Student Rights, Conduct, & Complaint Procedures

Educational Records and Student Information

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

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

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

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

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

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

   One exception, which permits disclosure without consent, is disclosure to Charter school officials with legitimate educational interests. For this purpose, a Charter School official is a person employed by the Charter School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Charter School's Board of

Directors. A Charter School official may also include a volunteer, consultant, or vendor outside of the Charter School who performs an institutional service or function for which the Charter School would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; or contracted provider of digital educational platforms and/or services , an educational rights holder volunteering to serve on an official committee, such as a disciplinary or grievance committee; or an educational rights holder, student, or other volunteer assisting another school official in performing a task on behalf of the Charter School. A Charter School official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

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

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

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

   Student Privacy Policy Office
   U.S. Department of Education
   400 Maryland Avenue, SW
   Washington, DC 20202-8520

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

FERPA permits the disclosure of PII from a students' education records, without consent of the educational rights holders, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to Charter School officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the educational rights holder or eligible student, §99.32 of the FERPA regulations requires the Charter School to

record the disclosure. Educational rights holders and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the educational rights holders or the eligible student:

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

a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or nonrelated extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, discipline, and online communication on platforms established by the Charter School for students and educational rights holders, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by the Charter School; and/or

- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include the final results of the disciplinary proceedings conducted by the Charter School with respect to that alleged crime or offense. The Charter School discloses the final results of the disciplinary proceeding regardless of whether the Charter School concluded a violation was committed.

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

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

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

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

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

Professional Boundaries: Staff/Student Interaction Policy

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

Corporal Punishment

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

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

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

A. Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;

4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

B. Examples of PROHIBITED actions (corporal punishment)

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

Acceptable and Unacceptable Staff/Student Behavior

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

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

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

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

Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the

established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

Duty to Report Suspected Misconduct

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

Examples of Specific Behaviors

The following examples are not an exhaustive list:

Unacceptable Staff/Student Behaviors (Violations of this Policy)

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

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

(These behaviors should only be exercised when a staff member has educational rights holder and supervisor permission.)

(a) Giving students a ride to/from school or school activities.

(b) Being alone in a room with a student at school with the door closed.
(c) Allowing students in your home.

Cautionary Staff/Student Behaviors

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

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

Acceptable and Recommended Staff/Student Behaviors

(a) Getting educational rights holders' written consent for any after-school activity.
(b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
(c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
(d) Keeping the door open when alone with a student.
(e) Keeping reasonable space between you and your students.
(f) Stopping and correcting students if they cross your own personal boundaries.
(g) Keeping educational rights holders informed when a significant issue develops about a student.
(h) Keeping after-class discussions with a student professional and brief.
(i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
(j) Involving your supervisor if conflict arises with the student.
(k) Informing the Principal about situations that have the potential to become more severe.
(l) Making detailed notes about an incident that could evolve into a more serious situation later.
(m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
(n) Asking another staff member to be present if you will be alone with any type of special needs student.

(o) Asking another staff member to be present when you must be alone with a student after regular school hours.
(p) Giving students praise and recognition without touching them.
(q) Pats on the back, high fives and handshakes are acceptable.
(r) Keeping your professional conduct a high priority.
(s) Asking yourself if your actions are worth your job and career

School Search and Seizure

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

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

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

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

Student Freedom of Speech and Expression

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

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

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

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

The complete policy is in the Appendices of this handbook.

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

Policy Adopted: October 10, 2019
Revised: December 11, 2025

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Motivated Youth Academy ("MYA" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of a school-sponsored event and activity, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex, gender, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity

(including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

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

Definitions

Prohibited Unlawful Harassment

1. Verbal conduct such as epithets, derogatory jokes or comments, or slurs.

2. Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis.
3. Retaliation for reporting or threatening to report harassment.
4. Deferential or preferential treatment based on any of the protected characteristics listed above.

Prohibited Unlawful Harassment under Title IX

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

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to an including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when:

5. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
6. submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
7. the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
8. submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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

Prohibited Bullying

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

Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence, or creates an intimidating and/or hostile

educational environment, directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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

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

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

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

- A message, text, sound, video, or image.
- A post on a social network Internet Website including, but not limited to:
    5. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
    6. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

7. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

- An act of "cyber sexual bullying" including, but not limited to:
    - The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - "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.
    - Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Charter School's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Charter School investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

Charter School advises students:

- To never share passwords, personal data, or private photos online.
- To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.

- That personal information revealed on social media can be shared with anyone including educational rights holders, , teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the public had access to it.
- To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and educational rights holders, of its policies regarding the use of technology in and out of the classroom. The Charter School encourages educational rights holders to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and educational rights holders of this policy and encourages educational rights holders to discuss this policy with their children to ensure their children understand and comply with this policy.

3. Professional Development

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

a. Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
b. Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for students.

Grievance Procedures

Scope of Grievance Procedures

Charter School will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed;

b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

Reporting

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

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

Zuleima Correa , Administrative and Human Resources Coordinator
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
zcorrea@myacademy.org
500 La Terraza Blvd Ste 150
Escondido, CA 92025

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

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

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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

Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of

a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

Investigation and Response

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, educational rights holder, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator or administrative designee will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- Notice of the Allegations

    - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    - A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

- Emergency Removal

    - Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
    - Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
    - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.

- Informal Resolution

    a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:
        i. Provide the parties with advance written notice of:

- The allegations;
- The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
- The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
- Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and

ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.

- Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

- Investigation Process

  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
  - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
  - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
  - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
  - Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit

a written response for the investigator's consideration prior to the completion of the investigation report.

- The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

- Dismissal of a Formal Complaint of Sexual Harassment

  - If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
  - Charter School may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at Charter School; or
    - The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

- Determination of Responsibility

  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;

- The conclusions about the application of Charter School's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible basis for appeals.

Consequences

Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Charter School in response to a formal complaint of sexual harassment.

Right of Appeal

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
b. Charter School will notify the other party in writing when an appeal is filed.
c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Recordkeeping

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

Charter School will maintain the following records for at least seven (7) years:

a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
e. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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

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

Your Name:_____ Date:_____
Date of Alleged Incident(s): _____
Name of Person(s) you have a complaint against: _____
List any witnesses that were present: _____
Where did the incident(s) occur? _____
Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

_____
_____
_____
_____

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

_____ _____
Signature of Complainant Date

_____
Print Name

To be completed by the Charter School:

Received by: _____ Date_____

Follow up meeting with complainant held on: _____

Uniform Complaint Procedures ("UCP")

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

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

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

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

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

regardless of whether the class or activity is elective or compulsory or is for credit.

- A security deposit, or other payment, that a pupil is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
- A purchase that a pupil is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

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

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

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

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

Complaints regarding state preschool health and safety issues in local educational agencies exempt from licensing are governed by 5 C.C.R. sections 4690-4694, except as otherwise indicated. The Complaints other than complaints relating to pupil fees must be filed in writing with the following Compliance Officer:

Motivated Youth Academy
Administrative and Human Resources Coordinator
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd, Suite 150
Escondido, CA 92025
(619) 343-2048
admin@myacademy.org

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

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

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

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

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

A complainant who appeals the Charter School's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of

the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

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

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

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

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

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

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

UNIFORM COMPLAINT PROCEDURE FORM

Last Name:_____ First Name/MI:_____

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

Street Address/Apt.#:_____

City:_____ State:_____ Zip Code:_____

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

School/Office of alleged violation:_____

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

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

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

- Age
- Ancestry
- Color
- Disability (Mental or Physical)
- Ethnic Group Identification
- Medical Condition
- Immigration Status/Citizenship
- Gender/Gender Expression/Gender Identity
- Genetic Information
- Nationality/ National Origin
- Race or Ethnicity

- Religion
- Sex (Actual or Perceived)
- Sexual Orientation (Actual or Perceived)
- Based on association with a person or group with one or more of these actual or perceived characteristics
- Marital Status

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

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

- Yes
- No

Signature: _____ Date: _____

Mail complaint and any relevant documents to:
Zuleima Correa

Administrative and Human Resources Coordinator
Title IX/Uniform Complaint Procedure Coordinator
500 La Terraza Blvd
Escondido, CA 92025

Use of Student Information Learned from Social Media

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

Policy Appendix

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

Community Relations

Access to Public Records Policy

School Sponsored Field Trips and Cultural Excursions Policy

Suicide Prevention Policy

Uniform Complaint Procedures Policy

Instruction

130 Credit Graduation Path Policy

Attendance Policy

Independent Study Policy

Comprehensive School Safety Plan

Comprehensive Sexual Health Education Policy

Education for Foster Youth Policy

Education for Homeless Children and Youth Policy

Local Assessments Policy

Mathematics Placement Policy

Section 504 - Policy, Procedures, and Parent Rights

Special Education Assessment Requests Policy

Special Education Certificate of Completion Policy

Special Education Independent Educational Evaluation Policy

Personnel Services

Mandated Reporter - Child Abuse Policy

Student Services

Academic Integrity Policy

Acceleration Policy

Acceptable Use Policy

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

Communicable Contagious or Infectious Disease Prevention

Comprehensive Self-Harm and Suicide Policy and Procedures

Educational Records and Student Information Policy

Immunization Policy

Student Freedom of Speech and Expression Policy

Student Services Concepts and Roles

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

Transgender and Gender Nonconforming Student Nondiscrimination Policy

Transcripts from Non-Accredited Institutions Policy

SONOMA COUNTY CHARTER SELPA
SPECIAL EDUCATION LOCAL PLAN AREA

www.sonomacharterselpa.org
5340 Skylane Blvd.
Santa Rosa, CA 95403
Phone (707) 524-2752
Fax (707) 524-2754
Elizabeth Engelken, Executive Director

June 24, 2026

Subject: **Goalbook Contract for 2026-27 under SELPA Licensing**

Dear Charter CEOs & District Superintendents,

Thank you for partnering with the Sonoma County SELPA to access Goalbook services. This letter outlines the terms and conditions associated with your 2026–2027 Goalbook User Agreement through SELPA.

- **Contract Duration:**
  - The agreement is for a one-year term, effective August 1, 2026, through July 31, 2027.

- **License Adjustments:**
  - The number of licenses may not be reduced after August 31, 2026.
  - Additional licenses may be added at any time in the year (subject to availability) and will be billed at a prorated cost.
  - If a user is added between the 1st and 15th of the month, a full month's charge will apply for that month.
  - If added after the 15th, billing will begin on the 1st of the following month. (Note, we do not prorate based on daily usage.)
  - Licenses may be reassigned to a different user during the contract term if needed.

- **License Fee:**
  - $555.00 per user license.
  - The prorated amount is $46.25 per month for late additions.

- **Billing:**
  - Final user lists must be submitted no later than August 31, 2026.
  - Invoices will go out in September 2026.
  - Initial invoices should be paid in full by the end of October 2026.

SAMPLE

We are excited to offer this valuable resource to our partners at a significantly reduced rate and look forward to the positive impact it will have on your teams and the students you serve.

If you have any questions, please don't hesitate to reach out.

Sincerely,

Sasha Cave
Administrative Operations Specialist
scave@sonomaselpa.org
Ph: 707-524-2708

I understand that I am committing to one year of Goalbook use with an individual license fee of $555 per user set forth by the terms listed above.

_____	_____
Signature	Date
_____	_____
Printed Name	School/District

SAMPLE

Pearson

QUOTE / PROFORMA

Customer Bill-to:

MOTIVATED YOUTH ACADEMY
500 LA TERRAZA BLVD
STE 150
ESCONDIDO CA, 92025-3876

Attention:

Customer Ship-to:

MOTIVATED YOUTH ACADEMY
500 LA TERRAZA BLVD
STE 150
ESCONDIDO CA, 92025-3876

Attention:

NCS Pearson, Inc.
P.O Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Quote/Proforma Number	:	457654
Date	:	24-SEP-2026
Customer Account#	:	12944624
Sales Order Number	:	
Customer PO#	:	DALSRENEWALQUOTE2026
Currency	:	USD
Shipment Terms	:	Paid
Customer Tax Number	:	
Number of Pages	:	Page **1** of **2**

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items)	:		800
Other Charges	:	USD	$0.00
Net Amount	:	USD	$2,135.00
Tax Total	:	USD	$0.00
Quote/Proforma Total	:	USD	$2,135.00
Amount Due	:	USD	$2,135.00

REMITTANCE INFORMATION

Make Checks Payable to:	**Bank Wire to:**
13036 COLLECTION CENTER DRIVE CHICAGO, IL 60693 NCS Pearson, Inc.	Bank of America N A 071000039 **SWIFT Code :** BOFAUS3N **A/C No**: 8188105388

Quote/Proforma Number: 457654						Page 2 of 2
Item Number	**Item Description**	**Quantity**	**Unit Price**	**Discount**	**Tax**	**Line Total**
A103000229960	DAL SCHOOLS COMPLETE FOR SMALL DISTRICTS (DIGITAL)	100	21.35	NET	0.00	$2,135.00
A103000278935	QG-DAL-SCHOOLS-ABILITY PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000278938	QG-DAL-SCHOOLS PSYCH PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000278936	QG-DAL-SCHOOLS ACADEMIC PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000252569	DALS QGLOBAL DEVELOPMENTAL PORTFOLIO (DIGITAL)	100	0.00	PROMO	0.00	$0.00
A103000278937	QG-DAL-SCHOOLS MENTAL HEALTH PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000278933	QG-DAL-SCHOOLS SLP-OT-PT PORTFOLIO	100	0.00	PROMO	0.00	$0.00
A103000278934	QG-DAL-SCHOOLS SCREENER PORTFOLIO	100	0.00	PROMO	0.00	$0.00

*** IMPORTANT CUSTOMER MESSAGES ***

DALS COMPLETE RENEWAL
DIGITAL ASSESSMENT LIBRARY FOR SCHOOLS – 71 IEPS

QUOTE/PROFORMA TOTALS	**Subtotal**	**Total Other Charges**	**Total Tax**	**Total Due**
	USD	USD	USD	USD
	$2,135.00	$0.00	$0.00	$2,135.00

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:
https://www.pearsonassessments.com/footer/terms-of-sale---use.html
For questions, please visit our support site at
https://www.pearsonassessments.com/contact-us.html

MY Academy
500 LA Terraza Blvd, Suite 150
Escondido, CA 92025

Cook Center for Human Connection
1033 West 220 South, Suite 210
Pleasant Grove , UT 84062
+1 619-535-2222

Daniel Espinoza
despinoza@myacademy.org
+1 6195352222

Prepared by: Brandon Meryhew
Director, School & Community Advocacy
brandon.meryhew@cookcenter.org

Quote Number: 43212108888

Quote Reference ID: 20260923-135047116

Quote created: September 23, 2026
Quote expires: November 22, 2026

PRODUCTS & SERVICES	PRICE
Parent Coaching 1:1 Parent Coaching, any parent or caregiver in the district is eligible to participate.	$5,500.00 / year for 1 year

Total	**$5,500.00**
Total contract value	**$5,500.00**

Comments to Buyer:

Please submit a purchase order or sign this quote and return to: brandon.meryhew@cookcenter.org

Payment and Contract Agreement Terms

Payment is due upfront and in full. Terms are Net-30

- Non-Recurring items will be invoiced upon signing.
- Recurring items will be invoiced 30 days prior to the annual start date.

Contract Agreement Terms
This purchase contract documents a purchase made by MY Academy from the Cook Center for Human Connection. In exchange for the consideration described in ***43212108888*** (a copy which is combined hereto as "Quote"), and subject to the terms (including product information, payment amounts, payment deadlines and rates for future years, if applicable) listed thereon.

Professional development and training services are available for the duration of the subscription services, unless otherwise noted.

This agreement may be revoked by Company if the conditions (such as deadlines for signature of this Agreement, deadlines for Company's receipt of a customer approved purchase order etc.) outlined on Quote are not met.

ACCEPTED AND AGREED,

eSignature:

Daniel Espinoza
despinoza@myacademy.org

[sig|req|signer1]

John Cook
john.cook@cookcenter.org

[sig|req|signer2]

CHARTER SCHOOLS DEVELOPMENT CENTER
817 14th Street, Suite 300
Sacramento, CA 95814-2923 USA
http://www.chartercenter.org

INVOICE

BILL TO
Motivated Youth Academy
500 LA TERRAZA BLVD, 150
Escondido, CA 92025

INVOICE # 26573
DATE 09/18/2026
DUE DATE 10/18/2026
TERMS Net 30

DATE	ACTIVITY	QTY	RATE	AMOUNT
	CSDC Membership CSDC Membership: 1 year membership: 11/24/2026-11/23/2027	277	5.00	1,385.00

Please make a bank transfer or credit card payment directly through the "Review and Pay" button in the invoice email.
Or send a check payable to Charter Schools Development Center to our PO box below.
PO Box 15126, Sacramento, CA 95851

BALANCE DUE **$1,385.00**

Ways to pay

View and pay

National Urban League | *Empowering Communities. Changing Lives.*

MEMORANDUM OF UNDERSTANDING

Between **Urban League of San Diego County** and **Motivated Youth Academy**

1) Purpose of Memorandum

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative relationship between Motivated Youth Academy (MY Academy/MYA) and Urban League of San Diego County (ULSDC). 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 supported successful student outcomes through independent study programs since 2014. The school holds 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. MYA's "No Walls Approach" is designed 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. These one-on-one meetings are grounded in 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 of one of twelve high-risk student groups. MY Academy enrolls traditional-age students in grades 6-12 and young adults aged 19-24 seeking to earn a high school diploma.

Urban League of San Diego County (ULSDC)

3) Roles and Responsibilities

It is agreed by and between the partners as follows:

MY Academy will:

- Provide MY Academy resources and support to eligible student referrals.
- Refer students to ULSDC for education and youth development activities that promote college and career readiness, along with housing and wraparound social services needed.
- Provide information on community-based events and provide registration opportunities to ULSDC referrals.
- Provide equitable access for eligible ULSDC referrals to free public education culminating in a high school diploma.
- Support ULSDC 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.

ULSDC will:

- Provide ULSDC resources and support to participant referrals from MY Academy.
- Refer students to MY Academy to receive resources and support
- Provide information on ULSDC community-based events.
- Support MY Academy by attending partner-sponsored community-based events.
- Provide participant contact information as needed to meet with mutual participants.
- Provide data on dual relationship clients.

4) Both organizations will:

Identify a single point of contact for communication with the others about this partnership:

- MY Academy: Bill Dobson, Director, bdobson@myacademy.org or their designee
- Urban League of San Diego County: Al Abdallah, President & CEO, al@sdul.org or their designee

5) Timeline

The roles and responsibilities under this MOU shall commence as of September 1, 2026, and shall continue until canceled by either party, given thirty (30) days' notice. Any modification of this MOU is effective with the written mutual consent of the involved Participating Agencies. This MOU may be signed by counterparts.

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 without 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

Al Abdallah, President & CEO
Urban League of San Diego County

Date

Coversheet

Consent - Personnel Services

Section: VIII. Consent
Item: C. Consent - Personnel Services
Purpose: Vote
Submitted by:
Related Material:
July 2026-July 2027 Vector Solutions (CSAP Library).pdf
Nov 2026-Nov 2027 Vector Solutions (Renewal).pdf
Job Description - Administrative and Human Resources Coordinator - Redlined - 2026.10.02.pdf
Job Description - Administrative and Human Resources Coordinator - For Board Approval 2026.10.02.pdf

BACKGROUND:

1. The attached Order Form reflects the addition of the **Vector Training K-12 Edition – Child Sexual Abuse Prevention (CSAP) Library (K12)** as an annual subscription for Motivated Youth Academy. The subscription is for an initial 12-month term effective July 10, 2026, at an annual cost of **$900.00**, with annual invoicing and Net 30 payment terms. The CSAP Library is intended to provide access to child sexual abuse prevention training resources for K-12 education.

2. The attached renewal notice reflects the renewal of Motivated Youth Academy's subscription to the **Vector Training, K-12 Edition – Employee Safety and Compliance Library**. The renewal is scheduled to begin **November 5, 2026**, with annual billing, and provides continued access to the Employee Safety and Compliance Library for an annual subscription fee of **$790.08**. The renewal is subject to the terms and conditions of the Vector Solutions Software-as-a-Service Agreement.

3. The Redlined and the For Board Approval copies of the **Job Description of the Administrative and Human Resources Coordinator** are attached for the Board to review. The position changed from Non-Exempt to Exempt and some job duties have been added or revised.

RECOMMENDATION:

1. It is recommended that the Board approve the July 2026-July 2027 Vector Solutions (CSAP Library) for Motivated Youth Academy (#1628).

Fiscal Impact: $900.00

2. It is recommended that the Board approve the November 2026-November 2027 Vector Solutions (Renewal) for Motivated Youth Academy (#1628).

Fiscal Impact: $790.08

3. It is recommended that the Board approve the revised Job Description for the Administrative and Human Resources Coordinator.

Fiscal Impact: None

Quote ID
Q-548194

Valid Until
Sunday, August 9, 2026

Contact Name
Alex Staker

Scenario Learning, LLC Order Form
Schedule A

Date: Friday, July 10, 2026

Client Information

Client Name: Motivated Youth Academy	
Address: 500 La Terraza Boulevard Suite #150 Escondido, CA 92025	
Primary Contact Name: Daniel Cabanero	**Primary Contact Phone:** 877-829-6947 ext. 102

Agreement Term

Effective Date: 07/10/2026	**Initial Term:** 12 months

Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Human Resources		
Billing Address: 500 La Terraza Boulevard Suite #150 Escondido, California 92025	**Billing Phone:** (877)829-6947 **Billing Email:** hr@myacademy.org	
PO#:	**Billing Frequency:** Annual	**Payment Terms:** Net 30

Annual Fee(s)

Quote ID
Q-548194

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
CSAP-LIB	Child Sexual Abuse Prevention (CSAP) Library (K12)	Vector Training, K-12 Edition - Child Sexual Abuse Prevention Library (K12) - Annual Subscription	1	$900.00	$900.00

Annual Total: $900.00

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total

One-Time Total: $0.00

Total (including Annual and One-Time): $900.00

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Minimum Annual Commitment) will be invoiced at the per Named User rate stated in the Order Form, on a prorated basis determined by the date such Users are added during the contract year. Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent contract years during the Term.
2. Fees during the Initial Term shall be increased by 5.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at https://www.vectorsolutions.com/master-software-as-a-service-agreement/ (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

Quote ID
Q-548194

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Scenario Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd., Suite 300
Tampa, FL 33609

By: _____

Printed Name:

_____

Title: _____

Date: _____

Motivated Youth Academy
500 La Terraza Boulevard
Suite #150
Escondido, CA 92025

By: _____

Printed Name:

_____

Title: _____

Date: _____

VectorSolutions™

Renewal Notice

This is not an Invoice

Date 09-06-2026

Contract Name	Renewal Contact	Billing Frequency	Renewal Start Date
Motivated Youth Academy	Erica Baranda	Annual	11-05-2026

Quantity	Product Code	Product Name	Description	Unit Price	Total
1	SLSST	Vector Training, Employee Safety and Compliance Library	Vector Training, K-12 Edition - Employee Safety and Compliance Library - Annual Subscription	$790.08	$790.08

Total: **$790.08**

Renewal shall be in accordance with the terms and conditions contained in the Vector Solutions Software-as-a-Service Agreement.

Administrative and Human Resources Coordinator

Job Description

Reports To: Director or Director designee
FLSA Status: ~~Non-Exempt/~~Exempt
Classification: Classified
Work Year: 12 months
Work Location: Remote work with mandatory in-person meetings, training, and events, requiring regular commuting within Southern California.

Position Summary

The Administrative and Human Resources Coordinator plays a critical role in supporting the daily operations of Motivated Youth Academy through a combination of advanced administrative, operational, and human resources responsibilities. This position serves as a key support to the administrative ~~management~~ team by coordinating complex administrative functions, managing special projects, supporting organizational initiatives, monitoring budgets, and facilitating communication with educational partners and community organizations.

The position regularly exercises discretion and independent judgment in evaluating operational and human resources matters, interpreting and applying policies and procedures, identifying compliance requirements, analyzing information, developing recommendations, resolving issues within delegated authority, and determining appropriate courses of action In addition, the Administrative and Human Resources Coordinator administers and supports a broad range of human resources functions including recruitment, onboarding, employee records management, benefits administration, compliance monitoring, employee support services, and personnel processes. The position requires exceptional organizational skills, attention to detail, discretion, and the ability to manage multiple priorities in a dynamic educational environment.

The Administrative and Human Resources Coordinator contributes significantly to the efficient operation of the school, supports strategic initiatives, promotes positive relationships with staff and community partners, and helps ensure compliance with applicable laws, regulations, and school policies. All positions at Motivated Youth Academy involve participating in activities and events that support student enrollment growth and community engagement.

Minimum Qualifications

For successful job performance, the individual must effectively fulfill each critical task:

- Possess a high school diploma or equivalent; college-level coursework in human resources, business administration, office management, public administration, or a related field is preferred.
- Have at least three (3) years of progressively responsible administrative and/or human resources experience demonstrating increasing levels of responsibility.

- Maintain a valid California Driver's License, provide proof of automobile insurance, and have access to reliable transportation.
- Obtain state and federal background clearance (LiveScan) as required under Education Code Section 44237 prior to employment.
- Provide proof of a negative TB test within the last 60 days upon hire and maintain compliance with ongoing requirements pursuant to Education Code Section 49406.

General Skills

- **Active listening and clear communication**, with the ability to understand needs and respond appropriately. **(We Pursue Gratitude)**
- **Inclusive practice,** ensuring students, families, and colleagues are treated with respect and feel they belong. **(All Are Welcome)**
- **Student-focused support,** maintaining high expectations while supporting individual student progress and pathways. **(We Choose Hope)**
- **Collaboration and service orientation,** working effectively with others to support students and school operations. **(We Are Servant Leaders)**
- **Use of feedback for improvement,** applying input from others to adjust and improve practice and outcomes. **(Feedback Is Critical)**
- **Professionalism and reliability**, maintaining a positive, respectful approach and consistent follow-through on responsibilities. **(We Celebrate the Small Things)**

Essential Duties and Responsibilities

- **Human Resources Administration**
  - Coordinate and administer ~~support~~ recruitment, selection, and onboarding processes for certificated and classified staff.
  - Develop and coordinate recruitment timelines, hiring documentation, interview scheduling, and onboarding activities.
  - Post job announcements, screen applications, schedule interviews, and support hiring activities.
  - Conduct reference checks and facilitate new employee onboarding.
  - Serve as a primary administrative resource to employees and management throughout the recruitment and onboarding process.
  - Maintain employee personnel files, records, and HRIS/payroll systems.
  - Administer employee benefits, including enrollments, changes, and communications with payroll providers.
  - Support leave administration, workers' compensation claims, and employee accommodations.
  - Monitor and track employee credentials, certifications, clearances, and required documentation.
  - Conduct compliance audits and notify staff regarding renewal and expiration requirements.
  - Prepare personnel items for board approval and communicate updates to staff.
  - Maintain position control records and support staffing and compensation processes.\Assist with employee relations matters, documentation, investigations, and performance management support.
  - Coordinate employee trainings and maintain compliance records.
  - Assist with the development and maintenance of HR policies, procedures, and employee handbook updates.Ensure compliance with applicable federal, state, and local employment laws and school policies.

- **Administrative and Operational Support**
    - Perform advanced administrative duties to support the management team and relieve administrators of administrative detail.
    - Research, compile, and analyze information; prepare reports, presentations, and recommendations.
    - Compose and prepare correspondence, contracts, forms, reports, applications, requisitions, communications, and special projects.
    - Coordinate, schedule, and attend meetings; prepare agendas, supporting materials, minutes, and follow-up documentation.
    - Coordinate facility reservations and event logistics.
    - Serve as an administrative resource ~~resource~~ regarding organizational policies, procedures, and operational practices.
    - Maintain confidential records, files, and databases.
    - Monitor assigned budgets and expenditures to ensure compliance with funding requirements.
    - Process invoices, reimbursements, budget transfers, purchase requests, and related financial documentation.
    - Keep management informed regarding operational issues, and project status.
    - Coordinate vendor communications and obtain price quotations as needed.
    - Coordinate travel, conference registrations, and reimbursement requests for staff.
    - Conduct research and complete special projects as assigned by management.
- **Partnerships, Communications, and Community Engagement**
    - Support educational partnerships and collaborative relationships with local organizations and community stakeholders.
    - Assist with developing and maintaining communication materials for internal and external audiences.
    - Support website updates, social media communications, and marketing initiatives that promote school programs and enrollment.
    - Monitor relevant news, educational developments, and community trends to support organizational initiatives.
    - Assist with planning and coordinating school events, workshops, meetings, and community outreach activities.
    - Promote a positive image of Motivated Youth Academy within the broader community.

Additional Responsibilities

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and educational partners in a timely manner ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
- Contribute to the expansion of our school by engaging in initiatives aimed at growing student Administrative Assistant Job Description Board Approved: [Month, Year] 3 of 5 enrollment.
- Perform additional related duties as assigned.

Bilingual

In addition to the above duties, bilingual positions also interpret verbally and translate in writing between English and a designated language; interprets for student, educational partner, or facilitator, as required; and may serve as an interpreter and/or translator for staff in educational partner parent conferences or other meetings.

Knowledge and Abilities

The position requires thorough knowledge of human resources principles and practices, administrative operations, office management procedures, personnel recordkeeping, benefits administration, recruitment, compliance requirements, budgeting processes, and customer service practices. The ideal candidate demonstrates the ability to organize and prioritize multiple assignments, maintain accurate records, analyze information, prepare professional communications, manage projects independently, and maintain strict confidentiality. Strong technology skills, including proficiency with office productivity software, databases, HRIS systems, payroll platforms, and online collaboration tools, are essential. The ability to interpret policies and procedures, exercise sound judgment, build positive relationships, communicate effectively with diverse stakeholders, and contribute to a collaborative team environment is critical to success in this role.

Use of Computer Technology

Proficient in using educational software, Google Workspace, Microsoft 365 applications, artificial intelligence (AI) tools and a variety of cloud-based and web-based applications.

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

---

Employee Acknowledgement

The job description provided is not exhaustive and serves as a guide for the primary responsibilities and expectations of the position. Employees may be required to undertake additional tasks, follow supplementary instructions, and engage in other related duties as directed by their supervisor.

_____	_____	_____
Employee Signature	Printed Name	Date

Administrative and Human Resources Coordinator

Job Description

Reports To: Director or Director designee
FLSA Status: Exempt
Classification: Classified
Work Year: 12 months
Work Location: Remote work with mandatory in-person meetings, training, and events, requiring regular commuting within Southern California.

Position Summary

The Administrative and Human Resources Coordinator plays a critical role in supporting the daily operations of Motivated Youth Academy through a combination of advanced administrative, operational, and human resources responsibilities. This position serves as a key support to the administrative team by coordinating complex administrative functions, managing special projects, supporting organizational initiatives, monitoring budgets, and facilitating communication with educational partners and community organizations.

The position regularly exercises discretion and independent judgment in evaluating operational and human resources matters, interpreting and applying policies and procedures, identifying compliance requirements, analyzing information, developing recommendations, resolving issues within delegated authority, and determining appropriate courses of action In addition, the Administrative and Human Resources Coordinator administers and supports a broad range of human resources functions including recruitment, onboarding, employee records management, benefits administration, compliance monitoring, employee support services, and personnel processes. The position requires exceptional organizational skills, attention to detail, discretion, and the ability to manage multiple priorities in a dynamic educational environment.

The Administrative and Human Resources Coordinator contributes significantly to the efficient operation of the school, supports strategic initiatives, promotes positive relationships with staff and community partners, and helps ensure compliance with applicable laws, regulations, and school policies. All positions at Motivated Youth Academy involve participating in activities and events that support student enrollment growth and community engagement.

Minimum Qualifications

For successful job performance, the individual must effectively fulfill each critical task:

- Possess a high school diploma or equivalent; college-level coursework in human resources, business administration, office management, public administration, or a related field is preferred.
- Have at least three (3) years of progressively responsible administrative and/or human resources experience demonstrating increasing levels of responsibility.

- Maintain a valid California Driver's License, provide proof of automobile insurance, and have access to reliable transportation.
- Obtain state and federal background clearance (LiveScan) as required under Education Code Section 44237 prior to employment.
- Provide proof of a negative TB test within the last 60 days upon hire and maintain compliance with ongoing requirements pursuant to Education Code Section 49406.

General Skills

- **Active listening and clear communication**, with the ability to understand needs and respond appropriately. **(We Pursue Gratitude)**
- **Inclusive practice,** ensuring students, families, and colleagues are treated with respect and feel they belong. **(All Are Welcome)**
- **Student-focused support,** maintaining high expectations while supporting individual student progress and pathways. **(We Choose Hope)**
- **Collaboration and service orientation,** working effectively with others to support students and school operations. **(We Are Servant Leaders)**
- **Use of feedback for improvement,** applying input from others to adjust and improve practice and outcomes. **(Feedback Is Critical)**
- **Professionalism and reliability**, maintaining a positive, respectful approach and consistent follow-through on responsibilities. **(We Celebrate the Small Things)**

Essential Duties and Responsibilities

- **Human Resources Administration**
    - Coordinate and administer recruitment, selection, and onboarding processes for certificated and classified staff.
    - Develop and coordinate recruitment timelines, hiring documentation, interview scheduling, and onboarding activities.
    - Post job announcements, screen applications, schedule interviews, and support hiring activities.
    - Conduct reference checks and facilitate new employee onboarding.
    - Serve as a primary administrative resource to employees and management throughout the recruitment and onboarding process.
    - Maintain employee personnel files, records, and HRIS/payroll systems.
    - Administer employee benefits, including enrollments, changes, and communications with payroll providers.
    - Support leave administration, workers' compensation claims, and employee accommodations.
    - Monitor and track employee credentials, certifications, clearances, and required documentation.
    - Conduct compliance audits and notify staff regarding renewal and expiration requirements.
    - Prepare personnel items for board approval and communicate updates to staff.
    - Maintain position control records and support staffing and compensation processes.\Assist with employee relations matters, documentation, investigations, and performance management support.
    - Coordinate employee trainings and maintain compliance records.
    - Assist with the development and maintenance of HR policies, procedures, and employee handbook updates.Ensure compliance with applicable federal, state, and local employment laws and school policies.

- **Administrative and Operational Support**
    - Perform advanced administrative duties to support the management team and relieve administrators of administrative detail.
    - Research, compile, and analyze information; prepare reports, presentations, and recommendations.
    - Compose and prepare correspondence, contracts, forms, reports, applications, requisitions, communications, and special projects.
    - Coordinate, schedule, and attend meetings; prepare agendas, supporting materials, minutes, and follow-up documentation.
    - Coordinate facility reservations and event logistics.
    - Serve as an administrative resource regarding organizational policies, procedures, and operational practices.
    - Maintain confidential records, files, and databases.
    - Monitor assigned budgets and expenditures to ensure compliance with funding requirements.
    - Process invoices, reimbursements, budget transfers, purchase requests, and related financial documentation.
    - Keep management informed regarding operational issues, and project status.
    - Coordinate vendor communications and obtain price quotations as needed.
    - Coordinate travel, conference registrations, and reimbursement requests for staff.
    - Conduct research and complete special projects as assigned by management.
- **Partnerships, Communications, and Community Engagement**
    - Support educational partnerships and collaborative relationships with local organizations and community stakeholders.
    - Assist with developing and maintaining communication materials for internal and external audiences.
    - Support website updates, social media communications, and marketing initiatives that promote school programs and enrollment.
    - Monitor relevant news, educational developments, and community trends to support organizational initiatives.
    - Assist with planning and coordinating school events, workshops, meetings, and community outreach activities.
    - Promote a positive image of Motivated Youth Academy within the broader community.

Additional Responsibilities

- Respond to all school related written correspondence, phone calls, voicemails, and emails within 24 business hours
- Document and report to the school's management all formal disciplinary actions involving students; supporting management with addressing and resolving complaints from students and educational partners in a timely manner ensuring compliance with the provisions of California Penal Code Section 11166 (Child Abuse and Neglect Reporting Act)
- Contribute to the expansion of our school by engaging in initiatives aimed at growing student Administrative Assistant Job Description Board Approved: [Month, Year] 3 of 5 enrollment.
- Perform additional related duties as assigned.

Bilingual

In addition to the above duties, bilingual positions also interpret verbally and translate in writing between English and a designated language; interprets for student, educational partner, or facilitator, as required; and may serve as an interpreter and/or translator for staff in educational partner parent conferences or other meetings.

Knowledge and Abilities

The position requires thorough knowledge of human resources principles and practices, administrative operations, office management procedures, personnel recordkeeping, benefits administration, recruitment, compliance requirements, budgeting processes, and customer service practices. The ideal candidate demonstrates the ability to organize and prioritize multiple assignments, maintain accurate records, analyze information, prepare professional communications, manage projects independently, and maintain strict confidentiality. Strong technology skills, including proficiency with office productivity software, databases, HRIS systems, payroll platforms, and online collaboration tools, are essential. The ability to interpret policies and procedures, exercise sound judgment, build positive relationships, communicate effectively with diverse stakeholders, and contribute to a collaborative team environment is critical to success in this role.

Use of Computer Technology

Proficient in using educational software, Google Workspace, Microsoft 365 applications, artificial intelligence (AI) tools and a variety of cloud-based and web-based applications.

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

---

Employee Acknowledgement

The job description provided is not exhaustive and serves as a guide for the primary responsibilities and expectations of the position. Employees may be required to undertake additional tasks, follow supplementary instructions, and engage in other related duties as directed by their supervisor.

_____	_____	_____
Employee Signature	Printed Name	Date

Coversheet

Consent - Policy Development

Section: VIII. Consent
Item: D. Consent - Policy Development
Purpose: Vote
Submitted by: Becky Robinson
Related Material:
MYA Safety Plan - Redlined - 2026.09.18.pdf
MYA Safety Plan - For Board Approval - 2026.09.18.pdf
MYA 5015 Title IX Harassment Intimidation Discrimination and Bullying Policy - Redlined - 2026.08.01.pdf
MYA 5015 Title IX Harassment Intimidation Discrimination and Bullying Policy - For Board Approval - 2026.08.01.pdf

BACKGROUND:

1. The attached redlined **Motivated Youth Academy Safety Plan** reflects proposed revisions to the School's existing safety procedures and protocols. The revisions update and clarify provisions related to emergency preparedness and response, the Instructional Continuity Plan, student safety during Learning Period Meetings and one-on-one assessments, meetup and event safety procedures, staff responsibilities and training, and policies related to mandated reporting, suicide prevention, student and staff conduct, and other safety requirements. The revisions also update references and links to applicable school policies and resources to ensure the Safety Plan reflects current procedures and organizational practices. The revised Safety Plan is presented for Board review and approval.

2. The attached redlined version of **Student Services Policy 5015-MYA, Title IX, Harassment, Intimidation, Discrimination, and Bullying**, includes updates to the designated Title IX/Uniform Complaint Procedure Coordinator and corresponding contact information. Specifically, the redline updates the Coordinator from Gigi Lenz to Zuleima Correa and updates the associated email address and contact information. The policy review date has also been updated to reflect the December 11, 2025 review. The revisions are presented for Board review and approval to ensure the policy accurately reflects the Charter School's current administrative contacts and policy review history.

RECOMMENDATION:

1. It is recommended that the Board approve as presented the proposed revisions to MYA Safety Plan for Motivated Youth Academy (#1628).

Fiscal Impact: None

2. It is recommended that the Board approve as presented the proposed revisions to MYA 5015 Title IX Harassment Intimidation Discrimination and Bullying Policy for Motivated Youth Academy (#1628).

Fiscal Impact: None

Safety Plan

Motivated Youth Academy
500 La Terraza Blvd, Ste 150
Escondido, CA 92620

TABLE OF CONTENTS

Section 1: School Safety Plan Purpose 54
- Objective 4
- Disruption Free Learning Environment 4
- School Crime Statistics 4
- Nondiscrimination and Fair Treatment of School Community 5

Section 2: Emergency Preparedness 5
- School Responsibilities 6
- Staff Responsibilities 6
- Educational Rights Holder Responsibilities 6
- Response Team Plan - Emergency Response and Communication 7
- Ingress and Egress Procedures 8
  - General Principles 9
  - Meet Ups & Events 9
  - Student Dismissal in the Event of an Emergency 9
  - Staff Dismissal in the Event of an Emergency 9
- Types of Emergencies & Procedures 9
  - Fire 9
  - Storm & Flooding 10
  - Earthquake 11
  - Threats of Violence 13
  - Violent Intruder/Active Aggressor 13
  - Terrorist Attacks & Bomb Threats 17
  - Hostage Situations 17
  - Adaptations for Individuals with Disabilities 20
  - Post-Incident Communication 20
  - Pandemic Flu 21
  - Media 22
- Public Agency Use of School Buildings for Emergency Shelters 22
- Learning Period Meeting (LPM) 22

Protocol for Student Safety for One-on-One Assessments 24
Staff Responsibilities 24
Educational Rights Holder Responsibilities 25
Student Responsibilities 25
Meet Ups 25
Events Manager (or designee) 25
Learning Facilitator Chaperones 26
Additional Protocols for Drop Off and Overnight Meet Ups 26
Educational Rights Holder 26
Student 27
Learning Facilitator Chaperone 27
Events Manager (or designee) 28
Planning an Overnight Meet Up 28
Staff Meetings 29
Director or Director's Designee 29
Staff 29
School Office 30
Office Specialist (or Designee*) 30
All Additional Office Staff 30
Emergency Procedures 31
School Warehouse 32
Facilities Manager (or Designee*) 32
All Additional Staff 33
Section 3: Human Resources 33
First Aid Supplies & Annual Safety Training 33
Staff Safety Training 33
Bloodborne Pathogens (BBP) 34
Treatment of Students and Staff 34
Live Scan and Background Checks 35
Live Scan and Background Checks and Discrimination 37
Current Employees Duty to Report Convictions/Pleas 37
Adverse Action Due to Background Check Results for Prospective Employees 38
Dress Code 38
Uniform Complaint Procedures 39
Internal Complaint Policy 39

Section 4: Policies and Regulations Related to Student and Staff Safety 40
Mandated Reporter 40
Definitions 40
Duty to Report 41
Legal Responsibility and Liability 41
Child Protective Services Hotlines 42
Child Abuse Training Requirement 43
Sexual Harassment 44
Opioid and Fentanyl Use and Overdose Prevention Procedures 45
Self-Harm/Suicide Policy and Procedures 46
Expectations of Conduct 46
Students 47
Educational Rights Holders 47
Staff 47
Suspension and Expulsion Procedures 48
Bullying 48
Bullying Prevention, Intervention and Reporting 50
Hate Crime Reporting 50
Notifying Staff of Dangerous Pupils 51
School Volunteers 53

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: 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 Warehouse

The school warehouse is located in a rented facility that has an emergency plan 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 -or- 866-858-7750
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 https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf?. (Appendix 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.

Educational Rights Holders ~~Parents/Legal Guardians~~

The school developed a Civility Policy in light of defining the appropriate conduct for educational rights holders ~~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 and Educational~~Educational~~ Rights Holder~~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.

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 educational rights holders~~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.

Safety Plan

Motivated Youth Academy
500 La Terraza Blvd, Ste 150
Escondido, CA 92620

Powered by BoardOnTrack

TABLE OF CONTENTS

Section 1: School Safety Plan Purpose 5
- Objective 5
- Disruption Free Learning Environment 5
- School Crime Statistics 5
- Nondiscrimination and Fair Treatment of School Community 6

Section 2: Emergency Preparedness 7
- School Responsibilities 7
- Staff Responsibilities 8
- Educational Rights Holder Responsibilities 8
- Response Team Plan - Emergency Response and Communication 8

Ingress and Egress Procedures 10
- General Principles 10
- Meet Ups & Events 10
- Student Dismissal in the Event of an Emergency 11
- Staff Dismissal in the Event of an Emergency 11

Types of Emergencies & Procedures 11
- Fire 11
- Storm & Flooding 13
- Earthquake 13
- Threats of Violence 15
- Violent Intruder/Active Aggressor 15
- How To Respond when Law Enforcement Arrives 18
- Terrorist Attacks & Bomb Threats 19
- Hostage Situations 20

Adaptations for Individuals with Disabilities 23

Post-Incident Communication 23

Cal/OSHA 25

Media 25

Learning Period Meeting (LPM) 26

Responsibilities 26
Protocol for Student Safety for One-on-One Assessments 27
Staff Responsibilities 28
Educational Rights Holder Responsibilities 28
Student Responsibilities 29
Meet Ups 29
Events Manager (or Designee) 29
Learning Facilitator Chaperones 30
Additional Protocols for Drop Off and Overnight Meet Ups 30
Educational Rights Holder 30
Student 31
Learning Facilitator Chaperone 31
Events Manager (or designee) 32
Planning an Overnight Meet Up 32
Staff Meetings 33
Director or Director's Designee 33
Staff 33
School Office 34
Office Specialist (or Designee*) 34
All Additional Office Staff 34
Emergency Procedures 35
School Warehouse 36
Facilities Manager (or Designee*) 36
All Additional Staff 37
Section 3: Human Resources 37
First Aid Supplies & Annual Safety Training 37
Staff Safety Training 38
Bloodborne Pathogens (BBP) 38
Treatment of Students and Staff 38
Procedure 39
Live Scan and Background Checks 40
Live Scan and Background Checks and Discrimination 40
Current Employees Duty to Report Convictions/Pleas 42
Adverse Action Due to Background Check Results for Prospective Employees 43
Dress Code 44

Uniform Complaint Procedures 44
Internal Complaint Policy 44
Section 4: Policies and Regulations Related to Student and Staff Safety 45
Mandated Reporter 45
Definitions 45
Duty to Report 46
Legal Responsibility and Liability 47
Child Protective Services Hotlines 48
Sheriff's Offices Contact Information 48
Child Abuse Training Requirement 48
Sexual Harassment 49
Opioid and Fentanyl Use and Overdose Prevention Procedures 50
Self-Harm/Suicide Policy and Procedures 51
Expectations of Conduct 52
Students 52
Educational Rights Holders 52
Staff 53
Suspension and Expulsion Procedures 53
Bullying 54
Bullying Prevention, Intervention and Reporting 55
Hate Crime Reporting 56
Notifying Staff of Dangerous Pupils 56
School Volunteers 59

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: 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 Warehouse

The school warehouse is located in a rented facility that has an emergency plan 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 -or- 866-858-7750
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 https://oag.ca.gov/sites/all/files/agweb/pdfs/childabuse/ss_8572.pdf?. (Appendix 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.

Educational Rights Holders

The school developed a Civility Policy in light of defining the appropriate conduct for

educational rights holders 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 and Educational Rights Holder 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.

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 educational rights holders 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.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Motivated Youth Academy ("MYA" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of a school-sponsored event and activity, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex, gender, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

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

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to an including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when:

Powered by BoardOnTrack

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
2. submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
3. the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
4. submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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

Prohibited Bullying

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

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

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

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

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

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Website including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
b. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3. An act of "cyber sexual bullying" including, but not limited to:
   a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
   b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
   c. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Charter School's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Charter School investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

1. Cyberbullying Prevention Procedures

Charter School advises students:

a. To never share passwords, personal data, or private photos online.
b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
c. That personal information revealed on social media can be shared with anyone including educational rights holders, parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the public had access to it.
d. To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and educational rights holders, of its policies regarding the use of technology in and out of the classroom. The Charter School encourages educational rights holders to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and educational rights holders of this policy and encourages educational rights holders to discuss this policy with their children to ensure their children understand and comply with this policy.

3. Professional Development

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

a. Physical cuts or injuries
b. Lost or broken personal items
c. Fear of going to school/practice/games
d. Loss of interest in school, activities, or friends
e. Trouble sleeping or eating
f. Anxious/sick/nervous behavior or distracted appearance
g. Self-destructiveness or displays of odd behavior
h. Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

a. Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
b. Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for students.

Grievance Procedures

Scope of Grievance Procedures

Charter School will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination,

Powered by BoardOnTrack

intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed;
b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

Reporting

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

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

Zuleima Correa ~~Gigi Lenz~~, Administrative and Human Resources Coordinator ~~Operations and Program Manager~~
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
zcorrea@myacademy.org ~~glenz@myacademy.org~~
150 La Terraza Blvd Ste 150
Escondido, CA 92025

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

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

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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

Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The

Powered by BoardOnTrack

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

Investigation and Response

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, educational rights holder, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator or administrative designee will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

Powered by BoardOnTrack

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

1. Notice of the Allegations
    a. Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    b. A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    c. A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    d. A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    e. A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
2. Emergency Removal
    a. Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
    b. Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
    c. This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
3. Informal Resolution
    a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:
        i. Provide the parties with advance written notice of:
            - The allegations;
            - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
            - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and

Powered by BoardOnTrack

- Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and

ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.

a. Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

4. Investigation Process
   a. The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
   b. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
   c. The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
   d. The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
   e. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
   f. Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
   g. The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

5. Dismissal of a Formal Complaint of Sexual Harassment
   a. If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must

be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.

b. Charter School may dismiss a formal complaint of sexual harassment if:
   i. The complainant provides a written withdrawal of the complaint to the Coordinator;
   ii. The respondent is no longer employed or enrolled at Charter School; or
   iii. The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.

c. If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

6. Determination of Responsibility
   a. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
   b. Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
      i. The allegations in the formal complaint of sexual harassment;
      ii. All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
      iii. The findings of facts supporting the determination;
      iv. The conclusions about the application of Charter School's code of conduct to the facts;
      v. The decision and rationale for each allegation;
      vi. Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
      vii. The procedures and permissible basis for appeals.

Consequences

Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Charter School in response to a formal complaint of sexual harassment.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Right of Appeal

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution, submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
b. Charter School will notify the other party in writing when an appeal is filed.
c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Recordkeeping

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

Charter School will maintain the following records for at least seven (7) years:

a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
e. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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

Powered by BoardOnTrack

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

_____

_____

_____

_____

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

_____ _____

Signature of Complainant Date

_____

Print Name

To be completed by the Charter School:

Received by: _____ Date_____

Follow up meeting with complainant held on: _____

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Discrimination, sexual harassment, harassment, intimidation, and bullying are all disruptive behaviors, which interfere with students' ability to learn, negatively affect student engagement, diminish school safety, and contribute to a hostile school environment. As such, Motivated Youth Academy ("MYA" or the "Charter School") prohibits any acts of discrimination, sexual harassment, harassment, intimidation, and bullying altogether. This policy is inclusive of instances that occur on any area of a school-sponsored event and activity, regardless of location, through school-owned technology and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex, gender, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or based on any other characteristic protected under applicable state or federal law or local ordinance. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

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

Moreover, the Charter School will not condone or tolerate misconduct prohibited by this policy by any employee, independent contractor or other person with which the Charter School does business, or any other individual, student, or volunteer. This policy applies to all employees, students, or volunteer actions and relationships regardless of position or gender. The Charter School will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. The Charter School complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

Powered by BoardOnTrack

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinator ("Coordinator"):

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

Definitions

Prohibited Unlawful Harassment

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

Prohibited Unlawful Harassment under Title IX

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

The Charter School is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action up to an including termination. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when:

1. Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress;
2. submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual;
3. the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or
4. submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

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

Sexual harassment may include, but is not limited to:

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

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

Prohibited Bullying

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

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

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

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

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

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

1. A message, text, sound, video, or image.
2. A post on a social network Internet Website including, but not limited to:

a. Posting to or creating a burn page. A "burn page" means an Internet Website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above.
b. Creating a credible impersonation* of another actual pupil for the purpose of having one or more of the effects listed in the definition of "bullying" above. *"Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

3. An act of "cyber sexual bullying" including, but not limited to:
   a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in the definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
   b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
   c. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

Formal Complaint of Sexual Harassment means a written document filed and signed by a complainant who is participating in or attempting to participate in Charter School's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that Charter School investigate the allegation of sexual harassment.

Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

Bullying and Cyberbullying Prevention Procedures

Charter School has adopted the following procedures for preventing acts of bullying, including cyberbullying.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

1. Cyberbullying Prevention Procedures

Charter School advises students:

a. To never share passwords, personal data, or private photos online.
b. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
c. That personal information revealed on social media can be shared with anyone including educational rights holders, parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the public had access to it.
d. To consider how it would feel receiving such comments before making comments about others online.

Charter School informs its employees, students, and educational rights holders, of its policies regarding the use of technology in and out of the classroom. The Charter School encourages educational rights holders to discuss these policies with their children to ensure their children understand and comply with such policies.

2. Education

Charter School employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. Charter School advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at Charter School and encourages students to practice compassion and respect each other.

Charter School educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

Charter School's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

Charter School informs Charter School employees, students, and educational rights holders of this policy and encourages educational rights holders to discuss this policy with their children to ensure their children understand and comply with this policy.

Powered by BoardOnTrack

3. Professional Development

Charter School annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other Charter School employees who have regular interaction with students.

Charter School informs certificated employees about the common signs that a student is a target of bullying including:

a. Physical cuts or injuries
b. Lost or broken personal items
c. Fear of going to school/practice/games
d. Loss of interest in school, activities, or friends
e. Trouble sleeping or eating
f. Anxious/sick/nervous behavior or distracted appearance
g. Self-destructiveness or displays of odd behavior
h. Decreased self-esteem

Charter School also informs certificated employees about the groups of students determined by Charter School, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

a. Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
b. Students with physical or learning disabilities.

Charter School encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for students.

Grievance Procedures

Scope of Grievance Procedures

Charter School will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

a. Are written and signed;
b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
c. Submitted to the Charter School UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, Charter School will utilize the following grievance procedures in addition to its UCP when applicable.

Reporting

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

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

Zuleima Correa , Administrative and Human Resources Coordinator
Title IX/Uniform Complaint Procedure Coordinator
(619) 343-2048
zcorrea@myacademy.org
150 La Terraza Blvd Ste 150
Escondido, CA 92025

Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. Charter School will investigate and respond to all oral and written reports of misconduct prohibited by this policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report.

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

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

The Charter School prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this policy. Such participation or lack of participation shall not in any way affect the status, grades, or work assignments of the individual. Individuals alleging retaliation in violation of this policy may file a grievance using the procedures set forth in this policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action.

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

Supportive Measures

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to Charter School's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or Charter School's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. Charter School will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of Charter School to provide the supportive measures.

Investigation and Response

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, educational rights holder, volunteer, visitor or affiliate of the Charter School, the Coordinator or administrative designee will promptly initiate an investigation. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the Coordinator, or administrative designee determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the Coordinator or administrative designee will inform the complainant of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.

At the conclusion of the investigation, the Coordinator or administrative designee will meet with the complainant and, to the extent possible with respect to confidentiality laws, provide the complainant with information about the investigation, including any actions necessary to resolve the incident/situation. However the Coordinator or administrative designee will not reveal confidential information related to other students or employees.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

1. Notice of the Allegations
    a. Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:

b. A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
c. A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
d. A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
e. A statement that Charter School prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.

2. Emergency Removal
   a. Charter School may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with Charter School's policies.
   b. Charter School may remove a respondent from Charter School's education program or activity on an emergency basis, in accordance with Charter School's policies, provided that Charter School undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
   c. This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
3. Informal Resolution
   a. If a formal complaint of sexual harassment is filed, Charter School may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If Charter School offers such a process, it will do the following:
      i. Provide the parties with advance written notice of:
         - The allegations;
         - The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
         - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
         - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and

ii. Obtain the parties' advance voluntary, written consent to the informal resolution process.

a. Charter School will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

4. Investigation Process
   a. The decision-maker will not be the same person(s) as the Coordinator or the investigator. Charter School shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
   b. In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
   c. The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
   d. The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
   e. A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
   f. Prior to completion of the investigative report, Charter School will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
   g. The investigator will complete an investigation report that fairly summarizes relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.

5. Dismissal of a Formal Complaint of Sexual Harassment
   a. If the investigation reveals that the alleged harassment did not occur in Charter School's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable Charter School policy.
   b. Charter School may dismiss a formal complaint of sexual harassment if:

i. The complainant provides a written withdrawal of the complaint to the Coordinator;
ii. The respondent is no longer employed or enrolled at Charter School; or
iii. The specific circumstances prevent Charter School from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.

c. If a formal complaint of sexual harassment or any of the claims therein are dismissed, Charter School will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.

6. Determination of Responsibility
   a. The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
   b. Charter School will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
      i. The allegations in the formal complaint of sexual harassment;
      ii. All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
      iii. The findings of facts supporting the determination;
      iv. The conclusions about the application of Charter School's code of conduct to the facts;
      v. The decision and rationale for each allegation;
      vi. Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
      vii. The procedures and permissible basis for appeals.

Consequences

Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements or knowingly submit false information during the grievance process may be subject to disciplinary action up to and including expulsion from Charter School or termination of employment. The Coordinator is responsible for effective implementation of any remedies ordered by Charter School in response to a formal complaint of sexual harassment.

Right of Appeal

Should the reporting individual find Charter School's resolution unsatisfactory, the reporting individual may, within five (5) business days of notice of Charter School's decision or resolution,

submit a written appeal to the Chief Executive Officer, who will review the investigation and render a final decision.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

a. The complainant and the respondent shall have the same appeal rights and Charter School will implement appeal procedures equally for both parties.
b. Charter School will notify the other party in writing when an appeal is filed.
c. The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

Recordkeeping

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

Charter School will maintain the following records for at least seven (7) years:

a. Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
b. Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
c. Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
d. All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
e. Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

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

TITLE IX, HARASSMENT, INTIMIDATION, DISCRIMINATION, AND BULLYING POLICY

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

Your Name: _____ Date: _____

Date of Alleged Incident(s): _____

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

List any witnesses that were present: _____

Where did the incident(s) occur? _____

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

_____

_____

_____

_____

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

_____ _____

Signature of Complainant Date

_____

Print Name

<u>To be completed by the Charter School</u>:

Received by: _____ Date_____

Follow up meeting with complainant held on: _____

Coversheet

(Action) Approval of the Motivated Youth Academy Crisis Communication Plan

Section:	IX. Policy Development
Item:	A. (Action) Approval of the Motivated Youth Academy Crisis Communication Plan
Purpose:	Vote
Submitted by:	Bill Dobson
Related Material:	Motivated Youth Academy Crisis Communication Plan.pdf Motivated Youth Academy Crisis Communication Plan Slideshow.pdf

BACKGROUND:

The Crisis Communication Plan establishes clear guidelines and operational protocols necessary to ensure Motivated Youth Academy effectively balances prompt crisis communication with legal compliance. Navigating emergency responses requires careful alignment with federal regulations (such as FERPA) and California state laws (including the Brown Act and California Education Code). This protocol establishes a framework to protect the privacy rights of students and families while upholding the public's right to know and maintaining transparent communication with our school community.

RECOMMENDATION:

It is recommended that the Board approve as presented the proposed the Crisis Communication Plan for Motivated Youth Academy (#1628).

Fiscal Impact: None

Motivated Youth Academy
Crisis Communication Plan

500 La Terraza Blvd. STE 150
Escondido, CA 92025
(619) 343-2048

Table of Contents

Introduction..... 3
Guiding Principles..... 3
Crisis Types..... 3
Standard Operating Procedures..... 3
Crisis Management Team Contact Information..... 3
Time is Critical..... 4
Preparedness..... 4
Immediate Actions..... 4
Communication Plan During a Crisis..... 4
Sequencing of Messaging..... 5
Communication Message Standards (Tone & Content)..... 5
Parent Communications..... 5
Media Guidelines..... 5
Social Media Crisis Communication Guidelines..... 5
Reminders..... 5
Comment Management in a Crisis..... 6
Sample Language..... 6
Monitoring During a Crisis..... 6
Post-Crisis Actions..... 6
Standard Disclaimer for Motivated Youth Academy Pages..... 6
The Role of the Board in a Crisis..... 7
School Counselor and School Psychologist Roles in a Crisis..... 7
Appendix A: Board of Directors..... 7
Appendix B: Sample Letters..... 7
Sample Excerpt of Apology..... 7
Sample Parent or Media Holding Statement..... 7
Death of a Teacher of a Student - ONLY USE with permission from the family involved..... 8
Sample Suicide Letter - ONLY USE with permission from the family involved..... 8
Sample Child Pornography Arrest..... 8

Introduction

The impact of a sudden emergency, serious incident, or crisis can be disruptive and upsetting for the community. Potential outcomes include long-term reputation damage, decreased enrollment, costly litigation, or loss of trust. Bottom line: We can't anticipate every scenario, but we can define roles, procedures, and decision paths in advance.

Guiding Principles

- Do the right thing…always. The organization will be remembered for its response, not just the event.
- Lead with core values aligned with the mission.
- Values won't dictate exact actions, but they provide a clear way forward.

Crisis Types

- Managed crisis – Anticipated scenarios with known playbooks (e.g., litigations, planned operation changes).
- Creeping - Pay attention to early warning signs (rumors, complaints, legislative changes that may require attention.
- "Black Swan"- Unexpected, high-impact events that demand full leadership focus.

Standard Operating Procedures

- See something, hear something,- say something. Always err on the side of caution. Immediately report incidents/threats that could affect instruction or safety (e.g., field trips, online threats).

- Notify your supervisor; they escalate to the CEODirector or their designee as warranted.
- Acknowledgement is mandatory: the notifier must confirm that the message was received. The receipt replies, “Message received-thank you.”. Reference Motivated Youth Academy Communication Standards and Expectations for communicating urgent matters.

Crisis Management Team Contact Information

Motivated Youth Academy will update this list of contacts and phone numbers annually. Having current contact information is critical when managing a crisis.

CEO and Director	Bill Dobson	(619) 213-4835	bdobson@myacademy.org
Assistant Director	Melissa Lato	(323) 366-0774	mlato@myacademy.org
Administrative and Human Resources Coordinator	Zuleima Correa	(760) 546-2164	zcorrea@myacademy.org

Time is Critical

- Keep the Plan visible.
- Ensure contact information is current. The CEO/Director or their designee will review it annually, preferably in August.
- Staff should await guidance from leadership before responding to parents.

Preparedness

- Identify and train school staff on safety, mandated reporting, mental health, and security.
- Maintain media and social media policies.
- CEO/Director and Assistant Director align facts/strategy with all staff and media.
- Spokespersons: CEO/Director (primary); Assistant Director (backup).
- Administrative Services Technician manages all media inquiries.

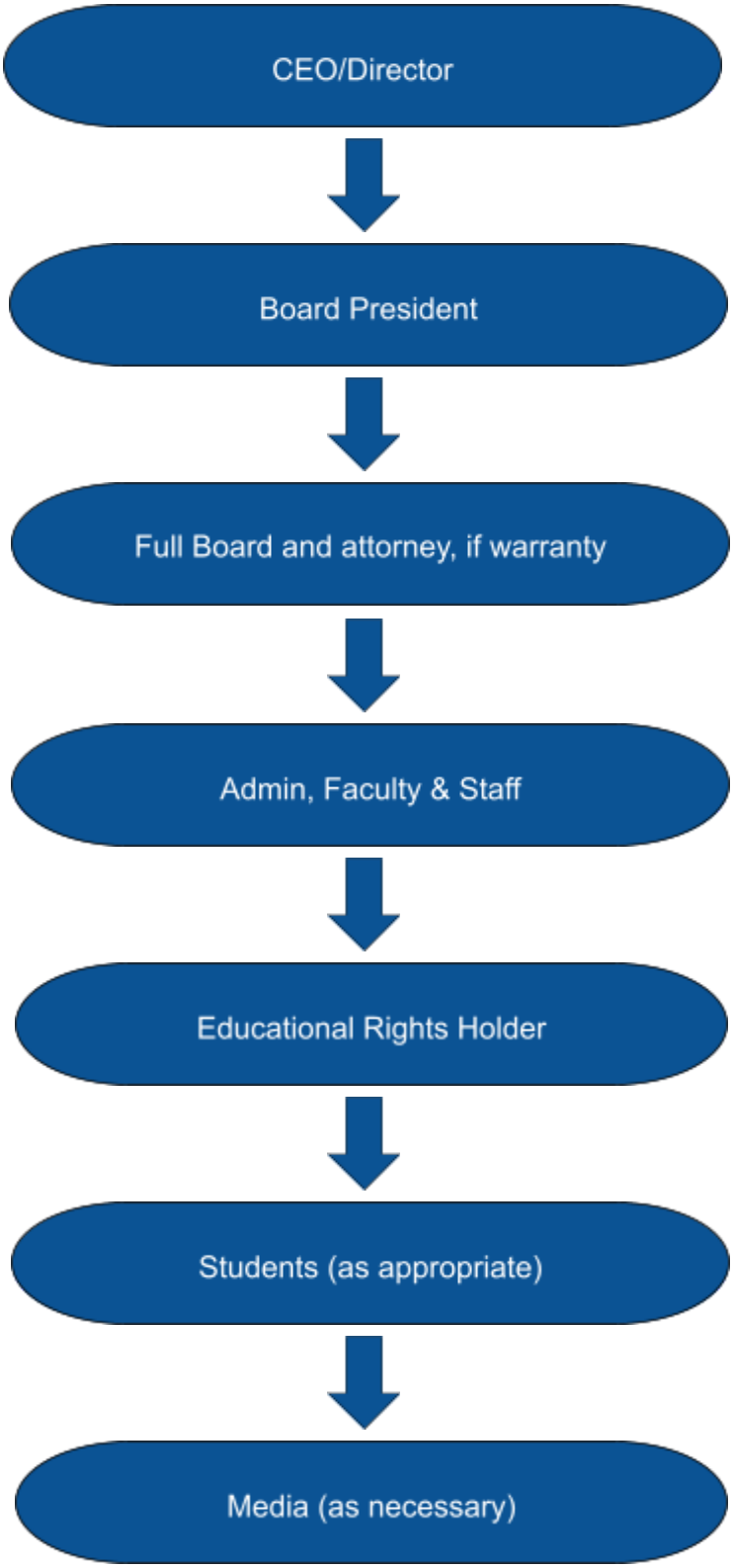
Immediate Actions

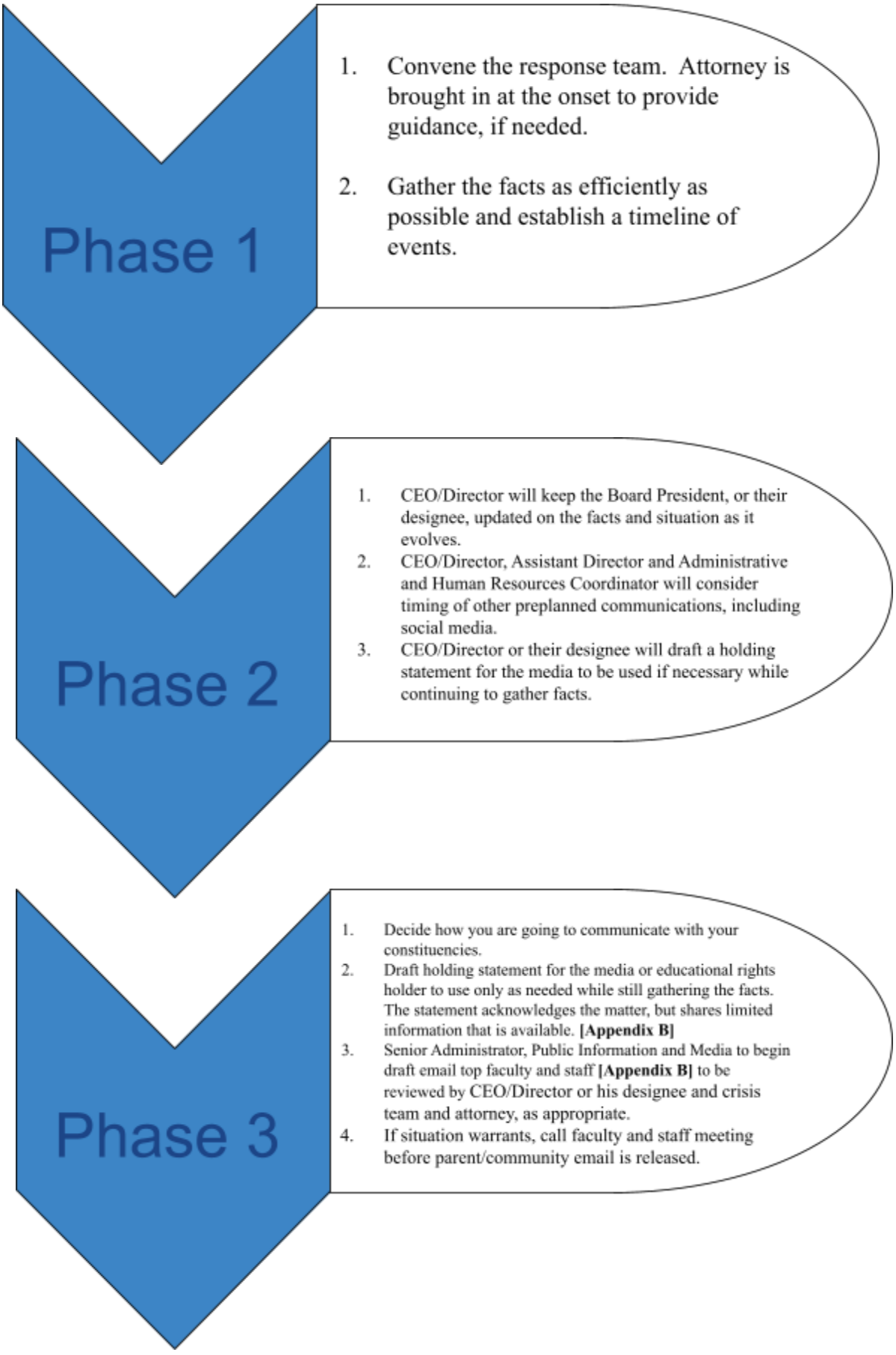
- Stay calm; convene the core team as needed (in-person if appropriate).
- Engage legal counsel early if needed.
- Establish facts and a timeline.
- CEO/Director or their designee provide regular fact updates.
- Notify appropriate authorities (law enforcement, CPS, insurer).
- Engage external experts (crisis communications, safety, technology, and psychologists).

Communication Plan During a Crisis

- Channels: Email, School Website, Social media/YouTube (as appropriate).
- Family first when warranted: CEO/Director or their designee contacts affected parties before broad communications.
- Holding statement: CEO/Director or their designee drafts brief acknowledgment (Appendix B).
- Internal first: CEO/Director or their designee staff email with 2–3 talking points (Appendix B/C); review by CEO/Director or their designee and Legal Counsel.
- All-staff briefing: Hold via Zoom if warranted before the community email.
- Staff reminders: Media/social media policies.
- Centralize inquiries:
    - Parent questions to CEO/Director or their designee, Parent Support
    - Media to CEO/Director or their designee
- Sequence release: Disseminate messages from the inside → out. Staff message (or staff Zoom) → then parent/community/media message.
- Pause other communications (including scheduled social posts) during the crisis.
- Media statement: Prepare, use only if necessary.
- Resource scaling: Add counselors, social monitoring, legal/comms support as needed.
- After-action debrief: What worked/what didn't; team performance; delivery systems.

Sequencing of Messaging -




Phase 1
1. Convene the response team. Attorney is brought in at the onset to provide guidance, if needed.
2. Gather the facts as efficiently as possible and establish a timeline of events.
Phase 2
1. CEO/Director will keep the Board President, or their designee, updated on the facts and situation as it evolves.
2. CEO/Director, Assistant Director and Administrative and Human Resources Coordinator will consider timing of other preplanned communications, including social media.
3. CEO/Director or their designee will draft a holding statement for the media to be used if necessary while continuing to gather facts.
Phase 3
1. Decide how you are going to communicate with your constituencies.
2. Draft holding statement for the media or educational rights holder to use only as needed while still gathering the facts. The statement acknowledges the matter, but shares limited information that is available. [Appendix B]
3. Senior Administrator, Public Information and Media to begin draft email top faculty and staff [Appendix B] to be reviewed by CEO/Director or his designee and crisis team and attorney, as appropriate.
4. If situation warrants, call faculty and staff meeting before parent/community email is released.

Communication Message Standards (Tone & Content)

- Use the CEO/Director or their designee's authentic voice and Motivated Youth Academy's core values.
- Protect privacy and confidentiality (e.g., litigation, deaths).
- Seek family approval where appropriate.
- Be empathetic, honest, and factual (what/when).
- Explain protocols followed and actions underway.
- Address policies and training.
- If an error occurred, apologize carefully.
- Reaffirm safety and wellness commitments.
- Give the next update timing.
- Clarify that individual replies may be limited during times of crisis.

Parent Communications

- Staff use approved messages and talking points from the CEO/Director or their designee.
- Keep a call log when communicating with parents (caller, date/time, nature, urgency, resolution).
- In specific scenarios (e.g., a family tragedy), CEO/Director or their designee may need to contact families directly before broader communications.

Media Guidelines

- The Administrative Services Technician manages media inquiries.
- Teachers/staff should be reminded not to respond to media inquiries during a crisis.

Social Media Crisis Communication Guidelines

During a major emergency or crisis, Motivated Youth Academy's communication priority is to share timely, accurate, and unified information that protects safety and prevents misinformation.

Reminders

- Accuracy over speed: Post only verified information.
- Single voice: All crisis messages must be approved by theCEO/Director or their designee
- Safety first: Protect students, staff, and emergency operations.
- Empathy and calm: Communicate reassurance and professionalism.
- Transparency: Explain when engagement is limited or comments are disabled.

Comment Management in a Crisis

- Motivated Youth Academy may temporarily disable comments on posts during an active crisis to maintain message clarity and prevent misinformation, speculation, or hostility.
- Disabling comments must be content-neutral (not based on the viewpoint of commenters) and applied consistently, such as on all emergency-related updates.
- When comments are disabled, the post should include a brief, neutral statement

explaining the reason.

Sample Language

“Comments are temporarily disabled to ensure timely and accurate updates.
Please check this page or the Motivated Youth Academy website for verified information.”

- Comments may also be hidden or removed if they include:
- False or harmful information
  - Threats, hate speech, or harassment
  - Sensitive or confidential content
- These actions must be documented and reviewed by theCEO/Director or their designee

Monitoring During a Crisis

- The CEO/Director or their designee will ensure continuous monitoring of all Motivated Youth Academy social media accounts until the situation is under control.
- Tools such as Meta Business Suite (Facebook/Instagram) and native monitoring features on Twitter/X and LinkedIn will be used.
- Monitoring logs will capture major updates, public feedback, and any removed content.
- After hours, designated staff or an approved contractor may be assigned to maintain coverage.

Post-Crisis Actions

- Resume normal comment settings once the situation stabilizes.
- Share a follow-up message of appreciation, reassurance, or next steps.
- Retain documentation of all crisis-related posts and moderation actions per public¶
- Records retention rules.

Standard Disclaimer for Motivated Youth Academy Pages

Community Guidelines (Facebook, LinkedIn, Website):
Motivated Youth Academy welcomes respectful engagement on this page. We reserve the right to remove comments that violate our community standards, including profanity, personal attacks, hate speech, threats, or disclosure of confidential information. Repeat violations may be reported to the platform and law enforcement as appropriate.

Comments may be temporarily disabled during emergencies, investigations, or other circumstances requiring clear, timely, and accurate communication. All actions are applied consistently and without regard to viewpoint.

The Role of the Board in a Crisis

- SCEO/Director or their designee keeps the Board informed, shares the communication plan, and provides talking points as needed.

School Counselor and School Psychologist Roles in a Crisis

- Guide families, faculty, and staff in discussing the crisis; support staff well-being.
- Share parent resources and available counseling options.
- Advise on community-healing activities.
- Provide individual and group counseling: promote trauma-informed practices.
- Facilitate communication between students and caring adults.
- Defuse critical incidents and provide related debriefing.

Appendix A: Board of Directors

Bill Hall, President
Michael Humphrey, Vice President
Steve Fraire, Clerk
Peter Matz, Board Member
Larry Alvarado, Board Member

Appendix B: Sample Letters

Sample Excerpt of Apology

We acknowledge that the events cannot be reversed. We extend our sincere apology and actively contribute to fostering healing among those affected. Our commitment surpasses mere words; we solemnly pledge to prioritize the safety and emotional well-being of all members of our community. This commitment is unwavering, and we assure you that we will steadfastly uphold this promise and our core values.

Sample Parent or Media Holding Statement

We have recently become aware of an incident involving one of our families during a field trip to [location]. Our team is diligently gathering information to understand the details of the situation entirely. In the interest of privacy, we refrain from disclosing specific details at this moment. Rest assured, we are committed to keeping you informed as soon as we have pertinent updates. Your understanding and patience during this time are greatly appreciated.

Death of a Teacher of a Student - ONLY USE with permission from the family involved

Motivated Youth Academy has received the heartbreaking news of the passing of our beloved teacher, [Name], who dedicated their time to educating members of the Motivated Youth Academy community. Our deepest condolences and support go out to the bereaved family, and we are committed to assisting them in any way we can. In accordance with the family's wishes, please direct notes and cards to [specified address]. Further details about funeral arrangements will be communicated as soon as updated plans are available.

Sample Suicide Letter - ONLY USE with permission from the family involved

It is with a heavy heart that I convey the sorrowful news of the passing of one of our students/teachers, [Name], who peacefully departed at home yesterday. The profound loss and grief we are experiencing for the [Family Name] are beyond words.

In light of this somber news, we are sharing this information with our community, and our dedicated counselors will be available to provide support to those in need.

[Provide a brief and respectful description of the deceased.]

In moments of tragedy within our school, the collective sense of loss and grief is palpable. Our unwavering priorities are evident. We extend our love and support to the grieving family and all members of our community as we navigate through this extraordinarily challenging time. It is our utmost priority to honor the family's wishes for privacy during this difficult period.

Sample Child Pornography Arrest

We have received communication from the [Police Department] notifying us that one of our teachers has been arrested on charges related to the possession of child pornography.

As of now, there is no indication that his actions are linked to our students or our school. We are actively collaborating with law enforcement to verify this information and are fully cooperating with their ongoing investigation.

[Include details about any necessary termination procedures, if applicable.]

In accordance with our commitment to child protection and accreditation standards, Motivated Youth Academy maintains a stringent policy requiring background checks for all individuals who work in close proximity to students. We emphasize our steadfast dedication to children's safety, and this commitment remains unwavering.

We extend our gratitude to law enforcement authorities for their diligence in uncovering this matter. The well-being and safety of our students are paramount, and we will continue to take all necessary measures to uphold these principles.

my academy
MOTIVATED YOUTH ACADEMY

Crisis Communication Plan

Defined roles, procedures, and decision paths so we respond with clarity, care, and one voice.

500 La Terraza Blvd. STE 150, Escondido, CA 92025 | (619) 343-2048

THE PLAN AT A GLANCE

3 crisis types to recognize

7 audiences, messaged inside → out

3 response phases

Foundations & Reporting

GUIDING PRINCIPLES

Do the right thing, always
We're remembered for our response, not just the event.

Lead with core values
Values give a clear way forward, even when exact steps aren't scripted.

CRISIS TYPES

Managed
Anticipated, with known playbooks (litigation, planned operational changes).

Creeping
Early warning signs: rumors, complaints, legislative changes.

Black Swan
Unexpected, high-impact events needing full leadership focus.

STANDARD OPERATING PROCEDURE: SEE SOMETHING, SAY SOMETHING

Spot it
Report anything affecting safety or instruction. Err on caution.

Notify supervisor
Your supervisor is the first call.

Escalate
Supervisor escalates to the CEO/Director or designee.

Acknowledge
Receiver confirms: “Message received, thank you.”

Who Leads & What Happens First

CRISIS MANAGEMENT TEAM

Bill Dobson
CEO & Director • Primary spokesperson
(619) 213-4835 | bdobson@myacademy.org

Melissa Lato
Assistant Director • Backup spokesperson
(323) 366-0774 | mlato@myacademy.org

Zuleima Correa
Administrative & HR Coordinator
(760) 546-2164 | zcorrea@myacademy.org

Contacts reviewed annually (preferably August). Staff await leadership guidance before responding to parents.

IMMEDIATE ACTIONS

1. Stay calm; convene the core team
2. Engage legal counsel early if needed
3. Establish the facts and a timeline
4. Provide regular fact updates (CEO/Director)
5. Notify authorities: law enforcement, CPS, insurer
6. Bring in experts: crisis comms, safety, tech, psychologists

Sequencing of Messaging: Inside → Out



Leadership & governance

Internal community

External (*as needed)

PHASE 1

Assemble & Assess

- Convene the response team; attorney at the onset if needed
- Gather facts efficiently; build a timeline

PHASE 2

Align Leadership

- Keep the Board President updated as facts evolve
- Review timing of pre-planned posts and communications
- Draft a media holding statement

PHASE 3

Communicate

- Choose channels for each audience
- Draft holding statement and staff email (Appendix B)
- Staff meeting before parent/community email, if warranted

Messaging, Media & Social Media

Message Standards

- Authentic leadership voice; core values
- Empathetic, honest, factual (what/when)
- Protect privacy; seek family approval
- Explain protocols and actions underway
- Apologize carefully if an error occurred
- State when the next update will come

Parents & Media

- Staff use approved talking points only
- Keep a call log (caller, time, nature, resolution)
- Contact affected families first when warranted
- Admin Services Technician handles media
- Staff do not respond to the media
- Pause scheduled posts during the crisis

Social Media

- Accuracy over speed: verified info only
- Single voice: CEO/Director approves posts
- Comments may be disabled, content-neutral, with a notice
- Remove threats, false or confidential info; document it
- Monitor continuously; after-hours coverage
- Afterward: restore comments, thank, debrief

APPENDIX B TEMPLATES

Apology | Holding Statement | Death of Teacher/Student† | Suicide Notice† | Staff Arrest

† Only with family permission